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Phone No:
Sold To/Issued To:
CHIRU HARSH PATNAM
For Whom/ID Proof:
VVKR PHOTOVOLTAICS



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Agreement
38162341733227292801-00004633
3816234 60/2023

Composite EPC Agreement

Ref No.: VVKR/BEL/EPC/Contract/2024-25/003

This Agreement is made on this 3rd Day of December, Two Thousand and Twenty-Four at Hyderabad by and between:

VVKR Photovoltaics Energy Private Limited, (CIN: U35105TS2024PTC184331), a company incorporated under the provisions of the Companies Act 2013, having its registered office at Flat No. 1604, 16th Floor, ManjeeraTrinity Corporate, Kukatpally, Hyderabad- 500072, Telangana, hereinafter referred to as "VVKR" or "Employer", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor-in-business, its Project SPVs, representatives and permitted assigns) of the ONE PART;

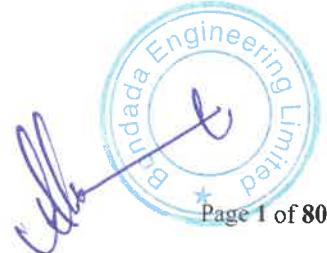
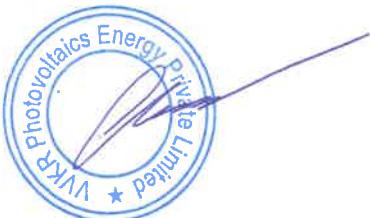
And

Bondada Engineering Private Limited, (CIN: U28910TG2012PLC080018), a company incorporated under the provisions of the Companies Act 1956 with its Corporate office at registered office at Plot No. 37, Ashok Manoj Nagar, Kapra, Hyderabad 500062 Corporate Address at Bondada House C-26, Kushaiguda Industrial Area, Kushaiguda, ECIL, Hyderabad, Telangana-500062, India, hereinafter referred to as "BEL" or "Contractor", (which expression shall, unless repugnant to the context or meaning hereof, be deemed to mean and include its successor-in-business, its Project SPVs, representatives and permitted assigns) of the SECOND PART

"VVKR" or "Employer" and the "BEL" or "Contractor" are, where the context permits, respectively as "Parties" and individually as "Party".

Whereas

- A) Parties have entered into LOA vide ref no.: VVKR/BEL/EPC/Contract/2024-25/003
- B) As per the LOA issued on 21.08.2024, Parties have decided to execute the Contract for carrying out the Scope in relation to the Solar Power Generating System and other matters in connection therewith.



NOW THEREFORE, in consideration of the foregoing mutual undertakings and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 General:

Employer is setting up Solar Power Generating System of capacity (50MW AC (with 20% (twenty percent) DC overloading) In Maharashtra

2.0 Scope:

2.1 Supply, Erection & Commissioning:

This Contract is for the design, supply, construct, erect, install, and pre-commission, commission including inspection and testing at various stages of the Solar Power Generating System at the Project Site with most prudent work methods/practices including site related civil works as per Scope of work as listed below, in accordance with Technical Specifications, Division of Responsibilities:

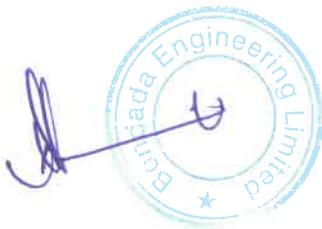
- i) To procure, inspect and test at manufacturer's works (wherever applicable) the Equipment and Material, in accordance with the General Technical Specifications/ Guaranteed Technical Particulars (GTPs) and Contractor's Quality Assurance Program.
- ii) To deliver to the Employer, the Equipment and Material as per the terms of this Contract and conforming to General Technical Specifications, within the Delivery Schedule; and
- iii) Assembly and fixing of all Solar Equipment, devices & parts for charging of Solar Power Generating System on the source provided by Employer.
- iv) To carry out its Warranty obligations under this Contract.
- v) To assemble, Erection, Pre-Commissioning, Testing, Commissioning and conduct Performance Testing of the Equipment, Devices, parts and Material including PV Modules, in accordance with the Agreed Technical Specifications and Division of Responsibilities.
- vi) To complete the ETC Services as per the terms of this Contract and conforming to Agreed Technical Specifications and Division of Responsibilities; within the Schedule; and
- vii) To carry out its Workmanship Warranty obligations under this Contract.
- viii) The detailed Scope of Work shall be as per the enclosed Annexure II.

2.2 Civil Works:

The Contractor's Scope of "Civil Works" shall mean and include testing of soil conditions, topographical survey, flood drainage study, all structure foundations (including structure foundations for PV Modules), chain link fencing, peripheral roads, internal roads, kaccha drains, watch tower, area grading, Equipment foundation, above ground blocks, and any other Civil works required for erection of Inverters, Inverter Duty Transformer, Module Mounting Structure including installation MMS proto at Factory , DC & AC Cables, ICBs, LT & HT Panels, all other devices and parts which are not specifically mentioned but are essential and required for charging and handing over for continuous operation of the Solar Power Generating System as per the Scope of Work (Annexure – II)and Bill of Quantities enclosed as per the agreed Technical Specification, Amendments, Agreements thereafter.

2.2.1 Contractor's Scope:

- a) All materials, machinery required to carry out Civil works, consumables, tools and tackles, water, labour is in Contractor's scope. The work shall be executed as mentioned in this Contract, strictly in conformity with the drawings, technical specifications, and to



the requirement of the Engineer-in-Charge. All material consumed shall be subject to approval after quality inspection by our Quality-in-Charge.

- b) The Contractor's scope of work is as under but not limited to the following:
 - i) To arrange for adequate human skills/manpower for execution of job.
 - ii) Plant & Machinery with tools and tackles required for the works, except for machinery supplied by the Employer (If any)
 - iii) All material/consumables required for the job.
 - iv) All insurances for Contractor mobilized tools & plants/ machinery and manpower.
 - v) All safety regulations which include barricading if required.
 - vi) Any other associated jobs incidental and ancillary to the main job until total completion of the above work shall also form part of the Contractor's scope.
 - vii) Local issues related to Contractor's work force.
- c) Contractor shall approve the design documents submitted by the SubContractor(s) and Equipment OEMs in accordance with the Project Schedule and submit the approved design documents to Employer and Engineer-in-charge for Employer's comments within 2 to 3 days of each design document being submitted to Contractor. If Employer does not provide its comments within 10 days of submission of an approved design document by Contractor to Employer, Contractor shall be entitled to proceed with carrying out the Scope of Work after informing Employer. It is clarified, however, that any review or approval of a design document by Employer in accordance with this sub-Clause shall not amount to the confirmation by Employer of the suitability of the design for the Scope of Work or relieve Contractor of any of its obligations under this Contract.

2.2.2 Employer's Scope:

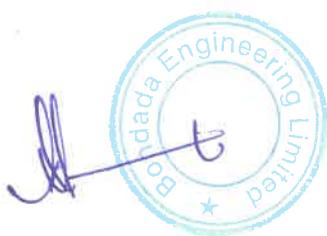
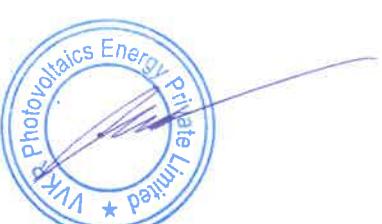
- a) Employer shall provide all applicable statutory permissions for carrying out the work, however day-to-day co-ordination with the concerned authorities/concerned vendors shall be the responsibility of the Contractor.

Clearance and Local Issues:

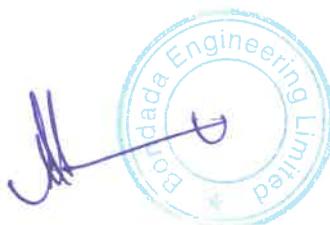
The Employer shall take the responsibility for all applicable project clearances as per agreed DOR. However, Contractor shall get/maintain all clearances related to their work scope and handle local issues raised by their work force. And take the responsibilities if the same is defined under the Contractor's scope.

3.0 Price basis:

- 3.1 The Contract shall be awarded on fixed/lumpsum price basis. Prices mentioned in Price Schedule shall be firm and fixed for the duration of the Contract including time extension (if any) and no variation of unit prices on any account shall be allowed. All the prices shall be in INR only. If either DC or AC capacity change/revise, either +/- variation shall be considered on mutual agreement basis.
- 3.2 Prices shall be FOR our Project site inclusive of all Taxes/GST and duties, Cess/Levies, packing, forwarding, insurance, loading & unloading, custom clearance (if applicable), and on-shore & off-shore transportation charges, inland transportation, incidentals on customs clearance and on route expenses.
- 3.3 Exemption on Duties/Concessional custom duty is available against MNRE certificate (if applicable). It is Contractor responsibility to liaison with MNRE authorities, however relevant documents required for MNRE exemptions shall be provided by the Employer. Employer shall provide document as referred above within 60 (Sixty) days from the date of NTP.



- 3.4 In consideration of performance of the Supply by Contractor in accordance with the Scope of Supply, assembly and fixing as per the terms of this Contract, Employer hereby agrees to pay to Contractor the Supply Price in accordance with mutually agreed Schedules.
- 3.5 We mutually agreed (by both the Parties) that Employer shall pay for additional extended warranties made to Employer name (paid extra at actuals) over and above the agreed standard warranties as detailed below but not limited to.
- a) IDTs (Inverter Duty Transformers)
 - b) Solar inverters (String)
 - c) SCADA
- 3.6 The above price is considering test requirement for all equipment in accordance with respective OEM standard manufacturing practices and submission of the valid Test reports. However, in case of non-submission of valid test reports due to the reasons not attributable to the Employer, then the Contractor shall get the tests done the tests for all offered equipment without any extra cost to the Employer within a period as agreed mutually or find a suitable alternate remedy to mitigate any impact to the satisfaction of the Employer.
- 3.7 Reconciliation of Material:
- The Contractor shall not use the PV Modules for any purpose other than for works for which the material has been issued. Any surplus PV Modules shall be returned to the Employer in good condition at the Employer's Site Stores along with reconciliation statement. The Contractor to submit the material reconciliation for consumption, wastage and balance inventory at site on a monthly basis till commissioning of the plant. Any short fall of the PV Modules is subjected to recovery of material at actual cost plus 10% (ten percent) towards overheads and other associated expenses of Employer, to the extent applicable. Allowable wastage/breakage allowance of 0.2% as spare of PV Modules for possible damages during installation agreed.
- 3.8 Sufficiency of the Contract Price
- Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in this Contract, the Contract Price covers all costs related with or incidental to Contractor's obligations under this Contract and all things necessary for the proper completion of the Scope, Commissioning of the Solar Project intended to survive the intended design life, including:
- (i) personnel and labour.
 - (ii) Applicable Laws and all applicable Duties and Taxes (except GST) as applicable on such Scope as on the Contract Date and all Excluded Taxes.
 - (iii) costs and expenses incidental to the performance of Contractor's obligations under this Contract.
 - (iv) all costs and expenses relating to rectification of Defects during Defects Liability Period in accordance with Clause on the Rectification of Defects, including for the supply of spare parts.
 - (v) costs of all insurance policies required to be obtained and maintained by Contractor for the performance of its Scope for the Solar Project, except for such insurances which are required to be obtained by Employer in terms of the Contract. The premium charges are to be shared between the Employer and the Contractor for the policies taken by the Contractor on mutual agreement basis; and
 - (vi) any other items not specifically described in this Contract, provided that it may be reasonably inferred in accordance with



Prudent Utility Practice that the providing, or causing the provision, of such incidental works was contemplated as part of the Scope. Any cost not covered can be mutually discussed between the parties.

- 3.9 As of the Contract Date, Contractor has obtained all required information for the performance of the Scope and shall be deemed to have included in the Contract Price sufficient allowances for any risks and contingencies that may arise in the performance of the Scope.
- 3.10 The information which shall be provided by Contractor (Technical Specifications, drawings, Bill of Material (BoM), Installation Manuals, O&M Manuals, Write-ups) unclassified and standard digital format prior to final acceptance of the SPV Power Project.
- 3.11 Total Erection, Pre-Commissioning, Testing, Commissioning and conduct Performance Testing Price is on the Total cost basis (i.e. loading, transportation, unloading of material & handling at site) and inclusive of all Taxes/GST & duties, Insurance & any other statutory levies as applicable.
- 3.12 Agreed prices are firm & fixed till completion of contractual completion period and increase on any account are not permissible except as per the provisions of this Contract.
- 3.13 The price mentioned for the estimated quantity of civil work as per the BOQ/Price schedule is inclusive of all applicable taxes, duties, freight, transportation, insurance.
- 3.14 Subject to provisions as per clause 4.1 above, Quantities may vary during execution; same will be amended for increase or decrease as per the recommendations of Site-in-Charge/Engineer-in-Charge. Any Quantity variations shall be discussed and issued a new Contract or extension to the existing Contract.
- 3.15 Payment shall be made as per payment terms stated in Term Sheet.

Performance of The Civil Works

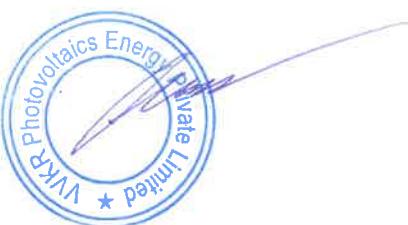
The Contractor shall ensure that the performance of Civil Works is carried out in accordance with Standard Industry Practice and as per the Civil Works Completion Schedule, and shall ensure that the Civil Works:

- (i) conform to the Technical Specifications; and
- (ii) are carried out at the Site such that the SPGS is Commissioned as on the Scheduled Commissioning Date.

The Contractor shall monitor the progress of all activities in connection with performance of the Civil Works and shall submit a status report to the Employer every fortnight, commencing on the expiry of the first fortnight from the Notice to Proceed. The status report shall set out in detail the actual status of performance of Civil Works vis-a-vis the Civil Works Completion Schedule.

3.16 Duties and Taxes:

- (i) Applicable GST shall be paid at actuals based on the Invoice(s) submitted by the Contractor. Any other Duties, cess, Taxes or levy including but not limited to BOCW cess (civil portion), TDS, labour cess, EPF, ESI, all other labour charges and contributions, if applicable, shall be



deemed to be included in the Contract Price and shall be solely to the account of the Contractor. Liability to deduct TDS/withholding tax, if any, towards supplies/services provided by any foreign counterparty of the Contractor, shall be to the sole account of the Contractor.

- (ii) Any other Tax, cess, duty or levy including but not limited to BOCW Cess (civil portion), TDS, labour cess, EPF, ESI, all other labour charges and contributions, if applicable, shall be deemed to be included in the LOA Price and shall be solely to the account of the Contractor. Liability to deduct TDS/withholding tax, if any, towards supplies/services provided by any foreign counterparty of the Contractor, shall be to the sole account of the Contractor.
- (iii) As regards the income tax under Applicable Laws, surcharge on Income Tax and any other Corporate Tax, the Employer shall not bear any tax liability in respect of and arising out of the contracts irrespective of the mode of contracting. The Contractor shall be solely liable and responsible for payment of such tax, if attracted under the provision of the law. In this connection, attention of Contractor is invited to the provisions of Indian Income Tax Act and circulars issued by the Central Board of Direct Taxes, Government of India. Deduction shall be made towards Income Tax at source by the Employer as directed by the Income Tax Department.
- (iv) The above prices are inclusive of applicable taxes & duties on the total value of the Contract as per your final offer and in case of any increase/decrease in taxes & duties by virtue of notification issued by the central or state governments the same shall be mutually discussed and finalized.

Customs Duty & Customs Clearance:

- (v) Customs duty applicability for the items given in the scope is deemed to be included in the LOA Price. All input taxes and duties including Customs Duties on Raw Materials shall be to the Contractor's account only. No separate customs duty shall be payable by the Employer.

The prices are inclusive of applicable taxes & duties on the total value of the Contract and in case of any increase/decrease in taxes & duties by virtue of notification issued by the central or state governments the same shall be to Employer's account.

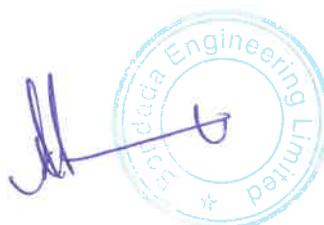
3.17 Withholding Taxes (TDS)

- (a) Employer shall deduct "tax deductible at source" (TDS) under the Income Tax Act, 1961 on applicable payments under this Contract as per prevailing rates.
- (b) Employer shall pay the tax so deducted to the Income Tax Authorities within the prescribed period provided under Income Tax Act, 1961 read with Income Tax Rules, 1962, as amended from time to time.
- (c) Employer shall ensure timely filing of TDS statements with the Income Tax Authorities within the prescribed period under Income Tax Act, 1961 read with Income Tax Rules, 1962, as amended from time to time.

Employer shall issue the necessary tax deduction certificate(s) to Contractor within the prescribed period under Income Tax Act, 1961 read with Income Tax Rules, 1962, as amended from time to time, failing which it shall be considered that Employer has not made payment to Contractor and Contractor shall be entitled to raise supplementary invoice/ debit note for such difference in tax amounts along with interest, penalty imposed by the Government Authorities

3.18 Change In Law

In the event that, after the Effective Date, there is a Change in Law that affects the costs incurred or Duties, Taxes/GST and Levies payable by Contractor, and/or sub-Contractors in



fulfilling obligations under the Contract shall be to Employer's account at actuals evidenced by documentation. It is further clarified that any increase or decrease in or any new Duties, Taxes/GST and Levies due to any Change in Law shall be to Employer's account.

4.0 Delivery Period/Work Completion Period/Completion Time Guarantee:

The Contractor shall be responsible for achieving the commissioning of the project and completion of the entire Scope of Work (Supply, Erection, Testing, Commissioning and civil works) as per the project schedule. Effective date of the LOA shall be the date of issuance of LOA (Letter of Award) ("Effective Date").

The Contractor shall complete the Total Scope to facilitate Charging/Commissioning as per below.

- 50 MW Commissioning before 31.07.2025
 - Cluster 1 Sites – 28.02.2025
 - Cluster 2 Sites – 31.05.2025
 - Cluster 3 Sites – 31.07.2025

The Employer and Contractor need to adhere the agreed Schedule as mutually agreed.

5.0 Terms of Payment:

5.1 Payment Security Guarantee:

The payment towards advance (10%) will be made through Electronic/Telegraphic Transfer (T/T) on signing of Agreement and submission of Proforma Invoice and Corporate Guarantee for equivalent amount of advance.

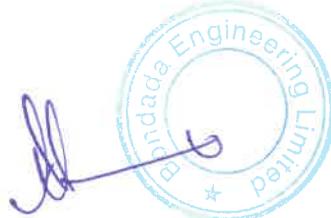
Employer shall furnish an irrevocable Letter of Credit ("LC") or Letter of Guarantee/comfort from IREDA for an amount of up to 90% (Ninety percent) of the amount depending on progress with the milestones as defined below.

All charges connected with the LC shall be borne by the Employer including following to the account of the Contractor (except the charges at Indian bank, if any):

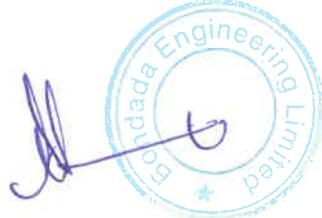
- Confirmation Charges if any
- Negotiating Charges due to the Contractor Bank by the Contractor
- Extension charges if due to reasons attributable to the Contractor

LC shall be opened covering the payment milestones as agreed in the contract.

- a) Note: LC draft shall be agreed mutually (by both the parties) The Payment Security Guarantee format shall be mutually discussed and agreed by the Parties and shall be in line with nationalized bank standard model (International Standard or LC governing Law-UCP 600) or its amendments.
- b) Employer and Contractor agree that the Payment Security Guarantee shall be valid in line with the agreed payment terms. Structuring the Payment Security Guarantee shall be mutually discussed & agreed subject to the same being in accordance with its payment obligations hereunder.
- c) Costs for extension of Payment Security Guarantee consequent to any delay in performance of the Scope as per agreed delivery period (Project specific)/ Execution Plan attributable to Contractor and shall be borne by Contractor subjected to the delay is solely attributable to the Contractor.



Scope	Sr No	Stages	% of Payment	Conditions Precedent
Initial Payment	Down Payment: 10% through RTGS/TT/wire transfer			
Initial Cluster-wise Payments	a)	Advance	10% (Ten percent) of Total Cluster-wise Contract value	<ul style="list-style-type: none"> • Acceptance of Contract • Pro-forma Invoice • Corp. Guarantee for 10% of contract value, valid till completion of the project.
Supply	Payment through Irrevocable Letter of Credit or Letter of Guarantee/comfort from IREDA for up to 90% of item-wise Supply value of Contract as per the below milestones			
Supply	d)	First Stage Payment	10% (Ten percent) of Supply value	<ul style="list-style-type: none"> • Supply equipment PO Placement • Pro-forma Invoice/ Demand Note
	e)	Second Stage Payment	25% (Twenty-five percent) of Supply value	<p>On successful completion of Inspection and Dispatch and on submission of the following documents:</p> <ol style="list-style-type: none"> i) Proforma Invoice ii) MDCC/DI issued by the Employer (wherever applicable) iii) Packing list or Delivery Challan iv) Material Test Certificate/ COC (confirmation of certificate) wherever applicable <p>This payment shall be made on Pro-rata basis and as per the agreed dispatch schedule and/or BBU</p>
	f)	Third Stage Payment	50% (Fifty percent) of Supply value +100% Taxes	<p>Against Receipt of Material at Site and submission of</p> <ol style="list-style-type: none"> i) Material receipt note signed by Employer ii) Tax Invoice iii) Demand Note along with copy of Tax Invoice iv) GST shall be paid along with this milestone payment. <p>This payment shall be made on Pro-rata basis and as per the agreed dispatch schedule and/or BBU.</p>
	g)	Final Stage payment	5% (Five percent) of Supply value	<p>Paid within 15 days of final acceptance /HOTO certificate by Employer and on submission of Warranty certificate(s)/ document(s) and Corp. Guarantee for 5% of Supply Value of Contract valid for Two years from the date of Commissioning certificate issued by Employer</p>
ETC	90% of site-specific item-wise ETC value of Contract as per the below milestones			
Erecting Testing Commissioning	d)	Progressive Payment	85% (Eighty-five percent) of monthly ETC bill value + 100% Taxes	<ol style="list-style-type: none"> i) Submission of Tax invoices ii) Physical verification/ Joint Measurement Sheet (JMS) signed by both Parties and vetted by Employer Engineer-in-charge that the equipment has been installed & erected (as per agreed Billing breakup schedule) at site as per requirement of Contract and Certified by Employer Engineer-in-charge on pro-rata basis as per the actual work done.



Scope	Sr No	Stages	% of Payment	Conditions Precedent
	e)	Final Payment	5% (Five percent) of ETC value	Paid within 15 days of final acceptance/HOTO certificate by Employer and against submission of Corp. Guarantee for 5% value of ETC value of Contract valid for Two years from the date of Commissioning certificate issued by Employer
Civil	90% of site-specific item-wise Civil Works value of Contract as per the below milestones			
	f)	Progressive Payment	85% (Eighty-five percent) of monthly Civil Works bill value + 100% taxes	i) Submission of Tax invoices ii) Physical verification/ Joint Measurement Sheet (JMS) signed by both Parties and vetted by Employer Engineer-in-charge that the Civil Works are completed (as per agreed Billing breakup schedule) at site as per requirement of Contract and Certified by Employer Engineer-in-charge on pro-rata basis as per the actual work done.
	g)	Final Payment	5% (Five Percent) of Civil Works value	Paid within 15 days of final acceptance/HOTO certificate by Employer and against submission of Corp. Guarantee for 5% value of Civil Works value of Contract valid for two years from the date of Commissioning certificate issued by Employer

5.2 Supply of Equipment/Materials and Spares

The Supply Price payable by Employer to Contractor in the tranches set out for the Project specific Contracts. All payments by Employer shall be made after all adjustments of dues from Contractor, in terms of the Contract. The Employer has the option to open LC or Letter of Guarantee/comfort from IREDA directly in favour of the suppliers/ vendors at employer's cost.

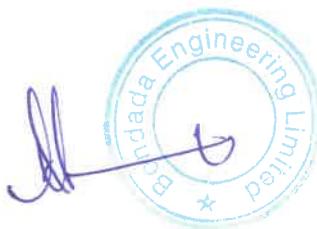
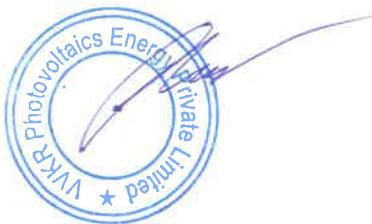
Employer shall establish an LC/ letter of comfort from IREDA depending on progress for each cluster for up to 90% (Ninety percent) of total Supply Price (Basic Price + F&I + 100% Taxes & Duties) for respective BBU items

- Note: i) Advance payment shall be made within 10 days from the date of receipt of original Corporate Guarantee. Contractor to submit Corporate Guarantee within 10 days from the date of Contract or as mutually agreed.
ii) All supplies shall be dispatched as per the project timeline requirement as per Schedule
iii) Any delays due to error in the invoices by the Contractor, the delays are solely attributable to Contractor. However, Employer shall inform Contractor on any such errors within 5 working days

5.3 Erection & Commissioning Services:

Employer shall pay 90% (Ninety percent) of site-specific item-wise ETC Price (Basic Price + 100% Taxes & Duties). All payments by Employer shall be made after all adjustments of dues from Contractor, in terms of the Contract.

- Note: 1) Advance payment shall be made within 10 Working days from the date of receipt of original Corporate Guarantee.
2) All payments shall be made after necessary TDS deduction.
3) Documents required for claiming above 85% progressive payment:
i. Tax invoice without any errors, omissions, deletions, modifications and as per agreed billing break up / billing schedule.



- ii. If the Invoice submitted by the Contractor deviates from the JMS vetted by the Engineer-in-charge's certification, or if there is ambiguity and/or errors as per the Employer's assessment leading to delays in payment, the responsibility for such delays lies solely with the Contractor. The Employer shall not be obligated to pay any interest on account of these delays However, Employer shall inform Contractor on any such errors within 5 working days

5.4 Civil Works:

Employer shall pay 90% (Ninety percent) of site-specific item-wise Civil works Price (Basic Price + 100% Taxes & Duties). All payments by Employer shall be made after all adjustments of dues from Contractor, in terms of the Contract.

Note: 1) Advance payment shall be made within 10 Working days from the date of receipt of original Corporate Guarantee.

- a) Documents required for claiming above 85% progressive payment:
 - i. Tax invoice without any errors, omissions, deletions, modifications and as per agreed billing break up / billing schedule
 - ii. Joint Measurement sheet to be certified and duly endorsed by Engineer-in-charge of Employer
 - iii. Physical verification and certification by Employer Engineer-in-charge that the Civil Works are completed (as per agreed Billing breakup schedule) at site as per requirement of Contract and Certified by Employer Engineer-in-charge on pro-rata basis as per the actual work done

In the event that the Invoice submitted by Contractor is not in line with Engineer-in-charge's certification or ambiguity or found to be erroneous as per Employer, the delays in payment is solely to the account of Contractor and Employer shall not pay any interest on this account.
- b) Final amount shall be cleared after obtaining clearance of Project In charge and other site clearances from Employer's site office.
- c) Contractor has to show proof of PF challans. Employer has right to withhold the bill of the Contractor has not paid the Statutory labour payments such as PF, labour salaries, VDA, taxes irrespective of release of payment of bills by the Employer to the Contractor, the Contractor shall ensure the payment of wages and other statutory dues to his workers is made within specified statutory time limits.
- d) Employer shall deduct Tax at source (TDS) where applicable from the RA bill(s) of the Contractor as per the guidelines of Income Tax Act prevailing at the time of execution of the Contract

- 5.5 Employer shall make payment of all amounts other than payments to be made under sub clause 5.0 supra, due under the Contract within 15 days from the date of receipt of Invoice, unless otherwise any concerns raised by the Employer.

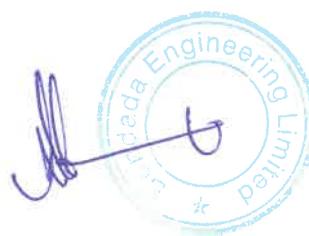
5.6 Form of RTGS /Electronic/Swift payment

All advance payments to Contractor under the Contract shall be made through RTGS/Telegraphic Transfer (T/T) within 10 Working Days from the date of receipt of Corporate Guarantee and all bank charges in this connection shall be to respective accounts only. Balance shall be paid as per the agreed milestones as per Clause No 5.0 All payment shall be made to the following account of Contractor or such other accounts as may be notified by Contractor to Employer in writing:

Beneficiary : _____
 Bank : _____
 : _____
 Account Number : _____
 IFSC Code : _____

- 5.7 In the event of receipt by Contractor of written notice, from Employer or its Bankers, any discrepancy or inaccuracy in its invoice(s) ("Disputed Amount"), the discrepancy shall be addressed by Contractor in 5 (five) business days' time. Any delays of payments caused on account of such discrepancies shall be solely attributable to Contractor and in any manner Employer shall not take any liability thereof.

- 5.8 Employer/its bankers shall withhold payment of any Disputed Amounts (as per above clause 5.7) till such time that the discrepancy or inaccuracy is resolved or rectified. Upon receipt of a notice in relation to



Disputed Amounts from Employer or its Bankers, Contractor shall provide documentary evidence to Employer, if it wishes to dispute Employer's view on the Disputed Amount, within 5 (five) business days' time of receipt of Employer's notice in respect of such Disputed Amount. If Employer does not dispute the same within 5 (five) business days' time of date of receipt of documentary evidence furnished by Contractor, Employer shall pay the Disputed Amounts forthwith. In the event that Employer's view on the disputed amount is accepted by Contractor, Contractor shall provide a revised invoice to Employer after excluding the Disputed Amount. In the event that the Parties are unable to resolve any issue in relation to any Disputed Amount, such dispute shall be resolved in accordance with the provisions of below clause no.26.0 & 39.0.

5.9 Contract Compliance Record:

Contractor shall submit Contract Clause Compliance Report (for all applicable clauses) and also Report shall comply with disputes/quantity variation/Unit rate/others if any with Employer on quarterly basis and conclude the same amicably by conducting meetings, amendments to the Contract shall be done.

5.10 Statutory Compliance:

The Contractor shall cover PF, ESI or its Equivalent, insurance for their workers/workforce (Men, Machinery/Tools & Plants) and any other incidental expenses at site for their personnel work at site. The Contract shall maintain the record of the same and all other statutory records required according to Government rules and relevant laws for verification by the statutory body, if required, and copy of Insurance Policy or other documents shall be furnished to the Employer's Site in Charge before submission of the First RA Bill. The final prices are inclusive of insurance and all other statutory payments to the works as per the law.

The Contractor shall take registration from the State sale tax authority to meet all the formalities related to Tax Authority for transportation of Machinery /tools & plants and other material required for civil work at site. The Contractor shall arrange necessary Waybill/ any other documents for this purpose.

6.0 Inspection, Tests and Delivery:

6.1 Inspection Procedure

Material Supplied under this Contract shall be new and as per the agreed technical specifications. Inspection at all stages shall be carried out by Employer/Authorized Inspection Agencies. In case Employer appoints a third party for inspection, the costs shall be borne by the Employer, unless agreed upon as otherwise in the scope. Issuance of **Material Dispatch Clearance Certificate/Dispatch Instructions (MDCC/DI)** by Employer does not acquit Contractor from its responsibility of fulfilling quality requirements and deliverables as per terms of Contract. The inspection shall be carried out at OEM/Contractor manufacturing unit(s) in working hours only (i.e. as per shift timings).

Employer/Authorized Inspection Agencies shall have right to inspect the Contractor's manufacturing facilities as frequently as needed and carry out Quality Inspections with respect to production of Material. The Contractor shall assist Employer/Authorized Inspection Agencies hereby.

- (a) Employer's Representatives, and where applicable, Contractor and/or Employer's Representatives, shall have the right to jointly inspect and/or to test the Equipment at the manufacturing facilities of the Equipment OEM to confirm their conformity with the provisions of this Contract. The Schedule of Inspections and Certifications *inter-alia* specifies the required inspections and tests, the procedures involved and the place where they shall be conducted.
- (b) Contractor shall ensure that Employer's Representatives are given access to the Equipment OEMs' manufacturing facilities and provided the necessary facilities, permissions and safety equipment to carry out any inspection and examination of the Equipment (along with Contractor) as per agreed ITP/QAP at the finished goods stage preceding their packaging and transportation to the Delivery Point, for the purpose of examining and verifying:
 - (i) the Equipment OEM's (and its subContractors') quality management system, quality assurance arrangements, general manufacturing and testing process flow and standard production quality documentation.



- (ii) the Equipment OEM's manufacturing, inspection and testing procedures for relevant Equipment; and
- (iii) their conformity with the Technical Specifications and the adherence to the latest versions of the MQP, FQP and Equipment OEM QAPs and MQPs. Contractor shall ensure that the Equipment OEMs do not make changes to the MQP and Equipment OEM's QAPs and MQPs without the prior consent of Employer.

Contractor and Employer shall mutually agree on an Inspection and Test plan (ITP)/Standard Quality Plan (SQP)/ Quality Assurance Plan (QAP) for all the Material. The mutually agreed ITP shall be followed at all stages of Inspections. However, the inspections under the ITP are optional to Employer. The Contractor shall provide Employer with detailed reports of the inspections at all stages indicating the conclusions. Such reports shall be transmitted to Employer by email along with the inspection call for stage inspections/Final Acceptance Test (FAT).

Any change in design and quality parameters as mentioned in technical specification shall be approved in writing by Employer, without whose authorization there is no obligation to receive any material delivered other than agreed ones.

In case of damage to materials in transit (warehouse to warehouse), Contractor shall, inform Employer of the quantity and nature of all such damages. The rejection report shall also include the serial number(s), if any, of the damaged material. The Contractor shall arrange for the immediate dispatch of material towards replacement as per mutually agreed timelines.

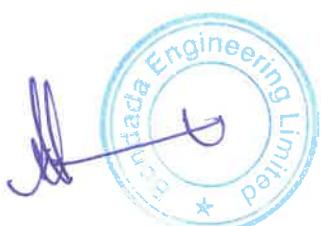
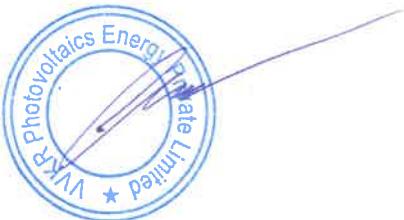
Contractor shall raise the inspection call (as per agreed Inspection test Plan or lot basis) at least 3 (three) to 5 (five) working days prior to readiness of the material. Employer shall carry out the inspection within the above said time and issue MDCC/DI. In case Employer is not attending the inspection has to issue inspection waiver certificate. In case if Employer does not respond within the said duration to complete the inspection activities, then the material shall be considered to be dispatched to the site by the Contractor.

Employer and/or Employer's representatives shall have the right to enter the Solar Project Site and inspect the progress of any part of the Solar Project at any time during business hours, and subject to reasonable prior notice being provided to Contractor. Contractor shall cooperate with Employer and be present for such inspections. Employer shall not disrupt any works being carried out during such inspections; however, if Employer identifies any deficiencies in the manner in which Contractor's Scope of Work are being carried out, Employer shall have the right to inform Contractor of such deficiencies. The Parties agree that Employer shall be entitled to exercise its rights under this Clause 6 (Inspections and Certifications) regarding the conduct of inspections and endorsement and rejection of certificates through Employer's Representatives. This includes conducting joint inspections and endorsing or rejecting certificates issued by Employer.

(c) The inspections at the manufacturing facilities of the Equipment OEMs shall either be:

- (i) jointly conducted by Employer's Representatives and Contractor and/or Contractor's Representatives, where the Equipment OEM is an entity other than Contractor; or
- (ii) independently conducted by Employer or Employer's Representatives, where Contractor is the Equipment OEM.

(d) Employer and/or Employer's Representatives shall have the right to examine the test reports with regard to the tests carried out for the Equipment at the manufacturing facilities of the Equipment OEMs. Contractor shall ensure that the Equipment OEMs provide the test reports and other documents as may be reasonably requested by Employer and/or Employer's Representatives. If the results of the test reports reveal any Defect, Contractor shall rectify or cause the Equipment OEMs to rectify the Defect. If the test results show any deviation from the Equipment OEM QAPs and/or MQP, Employer shall have the right to reject such Equipment.

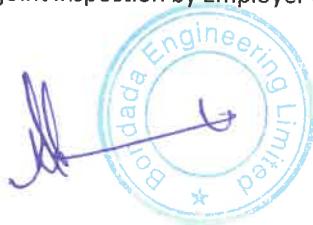


- (e) Within 3 (three) to 5 (five) Working days from the completion of the inspection by Employer's Representatives, Employer shall have the right to either:
 - (i) issue a certificate confirming the dispatch of the relevant Equipment (MDCC/DI); or
 - (ii) issue a notice stating its refusal to issue the MDCC/DI, identifying its reasons for rejection.
- (f) If Employer issues the notice under Clause 6.1(e)(ii) (Factory Inspection) above, Contractor shall ensure that the relevant Equipment OEM shall rectify, repair or replace the Defective Equipment and perform all necessary activities for rectifying the issues raised by Employer and/or Employer's Representatives, upon which, Employer, if satisfied by the rectifications, repair and replacements carried out by the Equipment OEM or Contractor, shall issue the MDCC/DI.
- (g) If Employer fails to issue or notify its refusal to issue the MDCC/DI within the period of 7 (seven) Working Days from the date of completion of inspection, Contractor may issue a deemed certificate (**Deemed MDCC/Deemed DI**) and proceed with dispatch of the Equipment to the Delivery Point in accordance with the terms of this Contract.
- (h) The cost of travel to the Equipment OEM's manufacturing facility and stay at the location of any Equipment OEM's manufacturing facility shall be borne by Employer. However, if it is necessary to repeat any inspections, examinations, measurements or test due to any Defect being ascertained in any Equipment, the costs related to the repeated inspections, examinations, measurements or tests shall be borne by Contractor.
- (i) Contractor acknowledges that the allowing Employer and/or Employer's representatives to inspect the Equipment before dispatch does not constitute a waiver of Employer's or Employer's Representatives' rights to inspect upon delivery at Project Site. Additionally, such inspection shall not be construed as acceptance by the Employer to dispatch by Employer and/or Employer's Representatives shall not amount to waiver of Employer's and/or Employer's Representatives right to inspect upon the delivery of the Equipment, or be construed as an acceptance by Employer of the Equipment's conformity with this Contract and any inspection or failure to inspect the Equipment shall not relieve Contractor from its obligations under this Contract, including Warranty obligations and / or impact the Project Schedule in any manner.
- (j) Inspections and testing activities shall be carried out as per provisions of Technical Specifications. Only after having obtained satisfactory results of internal inspection and ensuring that all reference documents such as purchase specifications, drawings and FQPs for the purpose of inspection approved by the Employer, the Contractor shall call the Employer's representative for inspection in line with requirements of the bidding documents. At the time of inspection, the Contractor shall make all the above documents readily available at the place of sub-vendor's / sub-Contractor's/site works where the inspection is to be carried out by the inspector.
- (k) All inspection, measuring and test equipment used by Contractor shall be calibrated periodically depending on its use and criticality of the test/measurement to be done. The Contractor shall maintain all the relevant records of periodic calibration and instrument identification and shall produce the same for inspection by Employer or their authorised third-party inspection agency. Wherever asked specifically, the Contractor shall re-calibrate the measuring/test equipment's in the presence of Employer.

6.1 A) Inspection at Solar Project Site

Inspection of Equipment

1. Upon dispatch of any Equipment from the Equipment OEM's manufacturing facilities, Contractor shall intimate the tentative timeline for delivery and joint inspection by Employer and/or Employer's



Representatives along with Contractor and/or Contractor's Representatives of such Equipment at the Delivery Point.

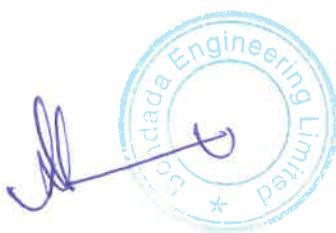
2. Within 4 (four) days of receipt by Employer of the material receipt note certifying delivery of the relevant Equipment to Employer (as set out in Clause 7.2.3 (Delivery Documentation) below) Employer and/or Employer's Representatives along with Contractor and/or Contractor's Representatives shall carry out an inspection and examination of such Equipment at their own respective costs.
3. Upon such joint inspection and examination at the Delivery Point, within such 4 days, Employer may either: (A) accept the delivery of all or part of the Equipment by endorsing the material receipt note, if the Equipment is found to be in compliance with the Contract or; (B) refuse to accept the delivery of all or part of the Equipment and reject the material receipt note, if, as a result of any such inspection and examination, the Equipment (so inspected and examined) is found to be Defective or otherwise fails to meet the requirements set forth in this Contract. The defective equipment shall be replaced at the cost of the Contractor and also cost any incidental cost arising due to the same shall also be borne by the Contractor. It is clarified that in the event Employer fails to either endorse or reject the material receipt note within 4 days of receipt of any Equipment at the Delivery Point, such Equipment shall be deemed to be inspected at the Delivery Point and Contractor may issue a material receipt note.
4. If Employer rejects the Equipment due to any Defects or deviations in test report results in accordance with this Clause 6.1(A) (Inspection at Solar Project Site), Contractor shall promptly correct the Defects or deficiencies by rectifying, repairing or replacing the affected Equipment or part thereof and shall notify Employer after such rectification, repair or replacement is completed. However, Contractor (or its SubContractors) shall not carry out any repair or rectification of any Defective Equipment at the Solar Project Site, without the prior written consent of the Employer. Once Contractor has rectified, repaired or replaced the Defective component in the Equipment, the process for inspection and examination set out above shall be repeated. In case of rejection of any Equipment again, Contractor shall ensure that the Equipment OEMs replace the Defective Equipment and supply a new and unused Equipment in mutually acceptable timelines.
5. Contractor shall provide all assistance, documents and other information as necessary to carry out all inspections and examinations.
6. Any inspection or lack thereof by Employer's Engineer or Employer's Representative shall not be construed as an acceptance by Employer of the Equipment's conformity with this Contract and any inspection or failure to inspect shall not relieve Contractor from its obligations under this Contract, including Warranty obligations and / or impact the Project Schedule in any manner.

6.1.1 Testing and calibration:

The Contractor shall carry out all tests in accordance with applicable Bureau of Indian Standards/International Electro-Technical Commission (IEC) or any other mutually agreed international standard, or as per the Original Equipment Manufacturer (OEM) standard procedure. The Contractor shall calibrate testing and measuring equipment at an NABL accredited Laboratory wherever applicable. Tests at every stage may be witnessed by the Employer's official or authorized representative. The Contractor shall be informed of the test results and in case any defects are identified during the testing process, the Contractor shall take the necessary actions to address and resolve these issues.

The Employer may choose samples to test at a third-party laboratory. The Contractor shall bear the testing cost as part of the overall agreed pricing, unless explicitly carved out for the Employer to pay. The Contractor shall be liable for all damages caused during transit to the third-party laboratory.

The Contractor shall periodically inspect, calibrate, and review the calibrated test reports of all measuring and testing equipment. Each piece of equipment/instrument shall be uniquely identified and properly documented.



6.1.2 Non-Conformities:

If Employer identifies any defect in Material components at any stage, they shall notify Contractor in writing, detailing the defect within 3 (three) working days. Contractor shall promptly correct the defect detailed in the Employer's notice by replacing/ repairing and notify Employer detailing the corrective actions undertaken with respect thereto.

Employer/ its representative may within 5 (five) working days of receipt of such notice, re-inspect at Contractor manufacturing units.

- i) If the repair/replacement is meeting the agreed technical requirements, Material shall be cleared.

In case if Employer identifies the earlier defect by it has not been repaired effectively, Contractor has to replace defective component with new one and no further repairs would be allowed. Defect identified lot shall be quarantined with proper demarcation as defined in QAP/ITP/MQP

The time incurred by Contractor in replacing/ repairing shall in no way entitle Contractor to an extension of time to the scheduled project completion date or to any additional costs.

6.2 Delivery Condition

The delivery of each of lot of Material shall be initiated as per the Delivery Schedule (as per the clause no. 7.0 of the Contract) and receipt of MDCC/DI from Employer. Partial Shipments are permitted. The dispatch of Material shall be started after the receipt of the Payment Security Guarantee from the Employer. Employer shall issue MDCC/DI within 5 (five) days from the date of completion of the said inspection.

6.2.1 Packaging

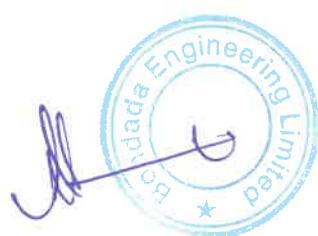
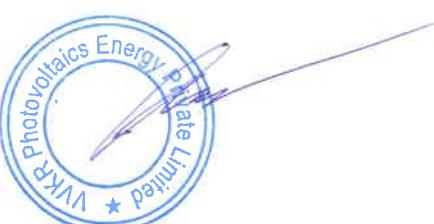
- i) Contractor shall, at its own risk and cost, ensure that:
 - (a) Material in entirety are packed in a manner that protects the Material in transit;
 - (b) Each container or package for delivery to Employer is clearly marked with the correct itemised packing list.
- ii) Packaging and transportation of Equipment shall be done appropriately to ensure that no damage may occur during loading, transportation, unloading, storage and shifting to the Solar Project Site. Any damages to the Equipment arising during loading, in transit and/or unloading up to the Solar Project Site shall be verified by Engineer-in-charge. If Engineer-in-charge certifies that the damage to the Equipment is minor and of a nature that may not hinder installation and function, then the Equipment need not be replaced. If replacement is required, then and expenses thereof shall be exclusively borne by Contractor and all damaged supplies shall be replaced with new and unused components at no cost and risk to Employer. For carrying out any such replacement in accordance with this Clause, Contractor shall not be entitled to claim any extension of time or any additional costs whatsoever.
- iii) Contractor shall take proper care and custody of each item of Balance of Plant and Civil Works and Equipment supplied for safe delivery at the Delivery Point.
- iv) All packaging material issued by Contractor shall be the property of Employer. Parties shall comply with the additional terms in relation to scrap disposal as set out in the EHS Policy.
- v) Contractor shall supply each component of the Balance of Plant and Civil Works and Equipment to the Delivery Point in accordance with the terms of this Contract and submit to Employer all relevant documents to enable Employer to take delivery of the components forming part of the Balance of Plant and Civil Works and Equipment supplied at the Delivery Point as set out in this Contract.

6.2.2 Notice of delivery

Contractor shall provide Employer and/or Employer's Authorised representatives with a notice of 7 (Seven) Business Days prior to scheduled delivery of any Material at the project site. Contractor shall also provide Employer and/or Employer's representatives, all material details as provided in the Scope of Supply and Technical Specifications relating to the dispatch, carriage and delivery of each item of Material.

Contractor shall ensure the despatch of all materials (Material) only against receipt of MDCC/DI by Employer.

6.2.3 Delivery Documentation



With each complete set of Material supplied under this Contract, Contractor shall issue a delivery certificate as per the agreed Schedule or a letter to Employer ("Delivery Certificate") together with any documentation referred to within the Scope of Supply and Technical Specifications, to the extent applicable to such Material.

When Contractor has supplied the final set of Material to the Project Site, it shall issue a Delivery Certificate titled "**Final Delivery Certificate**" confirming that all Material have been supplied to the Project Site. Contractor must also provide to Employer, the following documentation relating to the dispatch, carriage and delivery of each item of the Equipment:

- i. copy of the MDCC/DI or Deemed MDCC or Deemed DI, as applicable for such Equipment, along with the material test certificates/reports provided by the Equipment OEMs
- ii. copy of lorry receipt/delivery challan, waybill, copy of Contractor's commercial invoice to Employer, and the applicable transit insurance policy obtained by the Equipment OEM (in duplicate); and
- iii. copy of the material receipt note to Employer confirming the delivery of each Equipment at the Delivery Point along with inspection check list, to be endorsed by Employer post inspection at the Delivery Point

6.2.4 Acceptance of Delivery

Employer's representatives shall be present at the Project Site when Contractor delivers each Lot of complete Material and conduct delivery checks as per the agreed ITP.

- (a) Endorse the Delivery Certificate accepting delivery of each Lot of Material and in the case of the Final Delivery Certificate confirming that all Material have been supplied to the Project Site; or
- (b) In the event of rejection by Employer, for the relevant Lot of Material, send notice to Contractor, including its reasons for rejection.

If Employer and/or Employer's representatives:

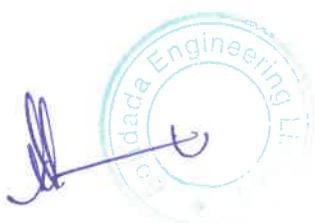
- (a) Fails, prior to the expiry, within 5 (five) working days after the date the Material are delivered to the Project Site, to:
 - (i) endorse the Delivery Certificate or Final Delivery Certificate, for such Lot of Material as the case may be; or
 - (ii) issue a notice rejecting such Lot of Material, (or)
- (b) fails to provide Material Stores/Storage Yard for unloading the Material,

Employer shall be deemed to have accepted delivery of that item of Material and Delivery Certificate or Final Delivery Certificate; as the case may be shall be issued, on the date of delivery of the relevant Material to the Project Site. (The Delivery Certificates shall only certify regarding quantity and external packaging and external apparent damages, it shall not contain any remarks regarding the completeness/ quality of the components supplied. The responsibility of ensuring that the Material delivered and offer rated performance/deliverables as per Technical Specifications, continues to lie with Contractor)

In the event, Deemed Delivery Certificate is issued pursuant to sub-clause above; Contractor shall store the relevant Material at storage place suitable for Material at the risk and cost of Employer.

Further, it is agreed between the parties that in the event Deemed Delivery Certificate been issued by the Employer, and any materials required for completion of the plant as per the Technical Specifications shall be supplied by the Contractor at no extra cost to the Employer.

Even in case of delays not beyond 3 months attributable to Employer, Contractor has to conduct PR% Test to establish Guaranteed Performance Parameters at a mutually agreed date without any extra cost to Employer. Beyond 3 months, Parties shall mutually discuss and agree on the extra cost as may be applicable.



6.3 Erection, Testing and Commissioning:

6.3.1 Identifying Defects

The Engineer-in-charge (EIC) shall check Contractor's work and notify Contractor of any Defects that are found. Such checking shall not affect Contractor's responsibilities. The Engineer-in-charge may instruct Contractor to search for a Defect and to uncover and test any work that the Engineer-in-charge considers may have a Defect.

6.3.2 Tests

If the Engineer-in-charge on mutual discussion instructs Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, Contractor shall pay for the test and any samples. If there is no Defect the cost of the test shall be compensated by Employer.

6.3.3 Correction of Defects

The Engineer-in-charge shall give notice to Contractor of any Defects before the end of the Defects Liability Period (till completion of workmanship warranty), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

Every time notice of a Defect is given, Contractor shall correct the notified Defect within the length of time mutually agreed with the Engineer-in-charge. While in the progress of Contract any part thereof if required and mutually agreed to redo the job and that shall be corrected at Contractor's cost, unless otherwise pre-approved by the Employer via email. No extra amount shall be paid for such redoing and rectifications of works.

6.3.4 Uncorrected Defects

If Contractor does not correct a Defect within the mutually agreed time with the Engineer-in-charge, the Engineer-in-charge will have complete rights to get the defect rectified departmentally or by a third party and such reasonable cost of rectification shall be recovered from Contractor.

6.3.5 Setting Out

Contractor shall be responsible for the true and proper setting out for the works and for the correctness of the positions, levels, dimensions and alignments of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of works any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the works, Contractor, on being required to do so by the Engineer-in-charge shall at his Own expense rectify such error to the satisfaction of the Engineer-in-charge unless such error is based on incorrect data supplied in writing by the Engineer-in-charge, in which case the expense of rectifying the same shall be borne by Employer. The checking of any setting out or of any line or level by the Engineer-in-charge shall not in any way relieve Contractor of his responsibility for the correctness thereof. Contractor shall carefully protect and preserve all benchmarks, reference pillars, pegs and other references used in setting out the works.

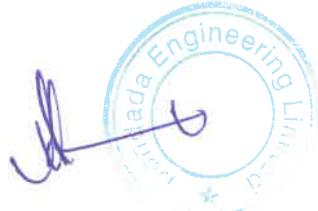
6.4 Pre-Commissioning:

6.4.1 On completion of erection of Equipment, devices, parts and before Commissioning, each Equipment, items shall be thoroughly cleaned and then inspected jointly by the Employer and the Contractor for correctness and completeness of installation and acceptability for startup leading to pre-commissioning tests on each individual equipment to establish the desired Performance Output.

6.4.2 After pre-commissioning tests are satisfactorily over, the complete Equipment, devices, parts, items shall be considered ready for Commissioning.

6.5 Commissioning:

6.5.1 Contractor shall notify Employer in writing, after Pre-commissioning, the date on which the Commissioning activities are proposed to be undertaken. Employer shall, on receipt of such notice, give its consent for the Commissioning activities. Employer (through its representative) may be present on the date on which the Commissioning activities are proposed to be undertaken. During the Commissioning each required



equipment shall be integrated with sub-systems and shall be operated as a complete plant as "Solar Power Generating System" (SPGS) and the SPGS is said to be ready for Solar Power Generation.

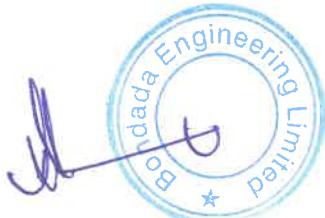
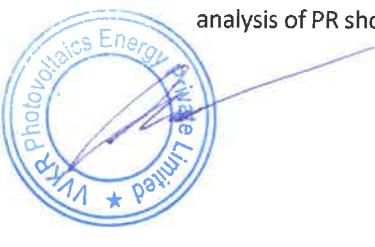
- 6.5.2 Upon satisfactory completion of "Commissioning" by Contractor, the Contractor may request Employer to issue the Commissioning Certificate. Employer shall, up on the request of Contractor issue the Commissioning Certificate, provided that each of the following conditions shall have been fulfilled to the reasonable satisfaction of Employer (or waived by Employer. Employer shall issue Commissioning Certificate after successful completion of:
- i) 100% DC capacity has been installed.
 - ii) Equipment have been installed as per rated AC capacity.
 - iii) Plant CEIG approvals and clearance and
 - iv) Power has been injected to the Delivery Point.

In the event:

- a) Employer has been unable to provide the grid connection with appropriate approval to evacuate power or perform its obligations as per Clause No. 21.0 in spite of conditions met by Contract or as per Clause 6.5.2, except the requirements related to grid connectivity; or
- b) Employer has failed to issue the Completion Certificate upon receipt of Contractor's Commissioning Confirmation,

then the Facility shall be Deemed to have been Commissioned. It is clarified for abundant caution that if Clause 6.5.2(a) is applicable, then Employer shall issue the Deemed Commissioning Certificate, failing which the Project will be deemed to have been Commissioned, on the expiry of 15 (fifteen) Business days from the date of issuance of Commissioning Confirmation, and
if Clause 6.5.2(b) is applicable, then the Facility shall be deemed to have been commissioned on the expiry of 15 (fifteen) Business days from the date of issuance of Contract or Commissioning Confirmation.

- 6.5.3 However, it is mutually agreed between the parties that during the period from Deemed Commissioning to Actual Commissioning of the plant, the asset insurance shall be taken by Employer without any cost to the Contractor. During such period the Plant will be under care and custody of the Employer and accordingly Plant security shall be organized by Employer at its own cost.
- 6.5.4 Employer shall be issuing the Commissioning Certificate stating the date on which the conditions set out in clause 6.5.2 were successfully met.
- 6.5.5 The date stated for Commissioning in the Commissioning Certificate shall be, for all purposes under this Contract, the date on which Commissioning has been achieved as per terms of the Contract and shall be referred to as the "Commissioning Date". In the event of Clause 6.5.2(a) applies, then the term Commissioning Date, for all purposes under this Contract, shall mean the date of completion of Commissioning Activities, as set out in Contract or Commissioning Confirmation.
- 6.5.6 In case of Deemed Commissioning, Employer shall release final/HOTO payment within 2 months from the date of Deemed Commissioning
- 6.5.7 **Provisional Acceptance of the Solar Power Generating System:**
Post issuance of the Commissioning Certificate by Employer, the Contractor shall notify the Employer, communicating its readiness for conducting the PR Test.
- 6.5.7.1 Contractor shall conduct the PR test.
- 6.5.7.2 In the event the Project is able to achieve the Performance Ratio values, the Project shall be deemed to have cleared the PR Tests and Employer shall issue the Provisional Acceptance Certificate of the Contractor.
- 6.5.7.3 If the results of the PR Tests show that the Project has failed to meet the Performance Ratio, the Parties shall mutually discuss and agree on the corrective measures to be taken. The Contractor shall carry out the corrective measures and indicate its readiness for the PR Tests to be repeated. PR penalty shall be applicable when the Contractor fails to achieve Guaranteed PR in the 3rd attempt and PR shortfall is owing to Contractor's scope of work. The Contractor undertakes to share with the Employer the root cause analysis of PR shortfall and shall take accountability for the losses in relation to the Supply. In the event of



failure of PR Test, the Contractor shall establish that the consolidated losses are within the limits as agreed per the design, otherwise the Penalty shall be applicable as per relevant clauses. Any additional cost incurred by the Contractor or its agents in operating and maintaining the sites during the said PR test duration will be reimbursed by the Employer. The detailed procedure of the same shall be defined in PR Test Procedure.

6.5.7.4 Employer shall identify punch list and issue to Contractor for complying with the same prior to obtaining final acceptance.

6.5.7.5 Contractor shall complete the punch points affecting generation within 7 working days and/or mutually agreed timelines and other punch points within Four (4) Months from the date of commissioning certificate.

6.5.8 Final Acceptance of the Solar Power Generating System

Final acceptance shall occur upon fulfilment of the following:

6.5.8.1 Contractor has achieved Provisional Acceptance Certificate

6.5.8.2 Contractor has complied to all the punch lists items (which are not affecting the plant performance) issued by the Employer.

6.5.8.3 Contractor has submitted all the "As Built" (Factory test reports/Checklist (Hard and Soft Copies has shared)

6.5.8.4 Contractor has submitted all the unpriced "Contract Copies" of major items (list should be finalized during kick off meeting) without terms and conditions.

6.5.8.5 Contractor has submitted all the relevant "Warranty Documents" and warranty is transferred to Employer

6.5.8.6 Contractor has submitted all relevant license and software's to Employer.

6.5.8.7 Contractor has handed over the spares to the Employer as per the mutually agreed spares list

6.5.8.8 Stores reconciliation has been done and handed over to the Employer.

6.5.8.9 All material and personnel risks have been resolved and clarified by Contractor to the Employer if any.

6.5.8.10 After the fulfilment of the above clauses, Employer shall issue the Final Acceptance Certificate of the Project to the Contractor

6.5.8.11 Contractor has to achieve Final Acceptance of the Project within 4 to 6 Weeks from Provisional Acceptance Certificate of the Project, failing which the Employer reserves right to execute the balance Contractor's Scope of Supply/Punch points at the risk and cost of the Contractor. Employer shall have right to deduct the cost incurred for the above said works from the Contractor's Running Account bills.

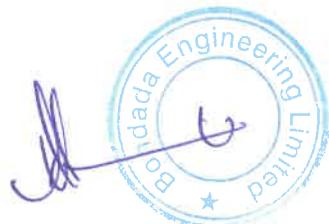
6.5.9 Liquidated Damages

6.5.9.1 Liquidated Damages for delay:

Due to delay in achieving the agreed Commissioning timelines under this Contract, provided the delays are not attributable to timely handover of complete encumbrance free land & hindrance free access to site, Module supply, approvals related to finalizing key supply components, obtaining the evacuation approval and interconnection, synchronization approval, timely payments related to the finalized supplies or any non-fulfilment of obligations of Employer, Contractor shall be liable to pay to Employer as Liquidated Damages and not as penalty, a sum at the rate of 0.5% (point five percent) per week delay for total basic value of total Contract value post agreed grace period of 02 (Two) months or part thereof subject to a maximum of 5% (five percent) of the total Contract Basic Price.

The LD for delay shall be limited to max. 5% (five percent) of the Total Contract Basic Price

Even in case of delays not beyond 3 months attributable to Employer, Contractor shall conduct PR% Test to establish Guaranteed Performance Parameters at a mutually agreed date (not exceeding 3 months from "Deemed Commissioning Certificate") without extra cost to Employer. Beyond 3 months, Parties shall mutually discuss and agree on the extra cost as may be applicable.



6.5.9.2 LD for shortfall in Guaranteed Performance

Following penalties shall be payable for shortfall in guaranteed performance as submitted by the Contractor subjected to a maximum of 5% (five percent) of the Total Contract Basic price:

The Liquidated Damages for not achieving the weather corrected guaranteed performance ratio ("PR") shall be in accordance with PR test procedure agreed prior to the test. In the event the Contractor fails to achieve the guaranteed PR after conducting repeat tests as under Clause 6.5.8, the Employer shall levy Liquidated Damages to be paid by the Contractor, calculated with every 0.5 % decrement in the committed PR value, a compensation of 1% of the **Contract** Basic Price, provided that such failure is attributable to civil works done, installation and commissioning activities or tasks related to workmanship. The Contractor will not be held liable for damages on issues related to the OEMs (Original Equipment Manufacturers) for key supply components such as Solar PV Module, LT Panels, IDTs and so on.

- A) The Employer shall be entitled to deduct the amount of liquidated damages, from any of the payments due and payable to the Contractor and/or the Corporate Guarantees available under the Contract.
- B) Notwithstanding the above, in case of short performance or non-performance of equipment with respect to the guaranteed values required as per the technical specification, The Employer shall be entitled to all the rights, hereto including but not limited to the right to reject the entire plant/equipment and any other such items and recover the amounts paid together with compensation in relation thereto), Provided the shortfall in actual performance ratio is less than 10 (Ten) points than the Guaranteed performance ratio of that duration as per PR test procedure.

Note: Actual whole number with respect to PR ratio shall be finalized during kick off meeting.

6.5.9.3 Overall (Total) liquidated damages.

The total Liquidated Damages payable by the Contractor on account of both delay & performance liquidated damages shall be subject to a maximum of 10% (ten percent) of the Total Contract Basic Price.

6.5.10 Liquidated Damages Reasonable

The Employer and Contractor hereby acknowledge and agree that the terms, conditions and amounts fixed above for Liquidated Damages are reasonable, considering the actual costs that the Employer shall incur in the event of Contractor's failure to meet the Order schedule or shortfall in performance guarantees. The amounts of these liquidated damages are agreed upon and fixed as above by the Parties because of the difficulty of ascertaining on the date hereof the exact amount of such reduction in value or costs that shall be actually incurred by the Employer in such event, and the Parties hereby agree that the Liquidated Damages amounts specified herein shall be applicable regardless of the costs actually incurred by the Employer.

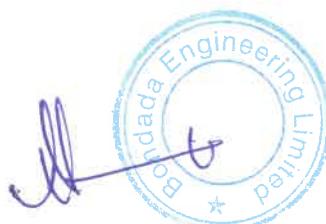
7.0 Mitigation of Consequences of Delay

In all cases where such an event for delay has occurred, the Contractor shall advise the Employer of-

- The extent of the actual and contemplated delay and its anticipated effect upon the date of Commissioning.
- The Contractor's plans to take steps to overcome or minimize the actual or anticipated delay and the increased costs, if any, associated therewith, and
- The Contractor's plans to adopt any methods suggested by the Employer to overcome or minimize the delay and the increased costs, if any, associated therewith, and shall use all reasonable endeavors to take such steps and/or adopt such methods.

8.0 Codes and Standard:

All required codes and standard detailed in the Technical Specifications are to be adhered to. The plant equipment material and works shall be completely furnished in all the respects in accordance with the technical specification as per the acceptable codes & standards.



9.0 Demobilization:

At the time of "Final Acceptance" of the plant/equipment, Contractor shall remove from the site the following on written approval of Employer,

- a) Surplus Materials and Equipment (excluding Contractor's equipment): any surplus materials (other than PV Modules) and equipment not required in connection with the performance of Contractor's obligations at the time of "Final Acceptance" of the last section of work, provided that before doing so it shall offer such materials and equipment (including rolling stock) for sale to Employer at a price to be agreed. Relevant provisions of Technical Specifications in this regard shall also be applicable.
- b) Debris, Rubbish so as to take all practical measures to prevent damage to the site or any other property on or near the site or work area. As soon as reasonably practicable, but in any event prior to Final Acceptance, Contractor shall remove or dispose of in accordance with applicable laws all such rubbish, debris, and all Contractor's Equipment, supplies, materials and wastes brought or produced by Contractor on the site or the work area.
- c) Labour and Hutsments: Labour and work men engaged by Contractor for the works along with their hutments, sheds and dwellings, notwithstanding the foregoing, Contractor shall be responsible for the removal of all its temporary structures built at site.

10.0 Progress Reports and Photographs:

10.1 During the various stages of erection of the critical equipment's in the pursuance of the Contract, Contractor shall at its own cost submit periodic progress reports following the Effective Date until the Take Over of the Solar Project as may be reasonably required by Employer with such materials as charts, networks, photographs, test certificates, Such progress reports shall be either in the digital or physical form and size as may be required by Employer and shall be submitted through authorized email/digital/submitted in person to Employer (Employer shall provide the list of recipients) showing:

- a) the actual progress of the relevant Scope of Work against the Project Schedule and acceleration measures necessary to ensure completion of the Scope of Work in accordance with the Project Schedule; and
- b) The activities of public or private utilities, statutory and other relevant authorities, and any other entities who may be engaged by Contractor in the performance of its work in relation to any aspect of the Solar Project.

10.2 Monthly progress reports shall include the following sections:

- A) Executive summary
- B) Description of the work and services performed, and goods and materials delivered and erected during the preceding month.
- C) Necessary photographs of work done in the erection site which shall be taken when and where indicated by Employer
- D) Updated project schedule showing progress to the end of the month (as percentages completed of Contractor's activities broken down into significant elements of the works), and the current schedule of activities and the targets for the next month.
- E) Identification of areas with foreseeable problems which in the opinion of Contractor may affect the project schedule.
- F) Such other information and supporting documentation as Employer may require satisfying himself about the erection of equipment as per contract.
- G) EHS awareness

Note: Employer may advise Contractor regarding the format of the monthly progress report.

10.3 Employer shall, along with Employer's Representatives, review each revised Progress Report and may give a notice to Contractor stating the extent to which it does not comply with this Contract or ceases to reflect actual progress or is otherwise inconsistent with Contractor's obligations.



- 10.4 Contractor shall proceed in accordance with the Progress Report as reviewed and commented by Employer, without impacting Contractor's other obligations under this Contract. Employer's Personnel shall be entitled to rely on the Progress Report when planning their activities.
- 10.5 If Employer determines that:
- (i) the actual progress of Contractor's Scope of Work is too slow compared with the Project Schedule; and/or
 - (ii) progress has fallen or will fall behind the Project Schedule, in 4 (four) consecutive Progress Reports, other than as a result of a cause listed in Clause 8.4 (Extension of Time) which entitles Contractor to seek an Extension of Time under this Contract, then Employer may, at its sole discretion, give a notice to Contractor stating that there has been a consistent failure in the progress of Contractor's Scope of Works Obligations and instruct Contractor to develop a recovery plan describing the methods and acceleration measures (including increases in the working hours and/or in the numbers of Contractor's Personnel) which Contractor proposes to adopt in order to expedite progress and complete its Scope of Work to meet the Project Schedule (**Recovery Plan**). Contractor shall, within 7 (seven) days after receiving Employer's notice, submit the Recovery Plan to Employer for its review and approval. Failure by Contractor to implement the Recovery Plan shall be considered a material breach of this Contract, leading to replacement of the Contractor.
- 10.6 The works set out under the Recovery Plan, as approved by Employer, shall be carried out by Contractor at the sole cost and risk of Contractor. If the measures under the Recovery Plan cause Employer, or its other Contractors or Employer, to incur additional costs, Employer shall be entitled to payment of these costs by Contractor in full.
- 10.7 Any notice or comment on, or approval of, any Progress Report by Contractor shall not be deemed to be a modification of the Project Schedule or relieve Contractor of any of its obligations under this Contract.
- 10.8 Contractor shall submit management information system (MIS) reports on daily basis for receipt of (i) Equipment at Delivery Point; and (ii) Solar Modules at the Solar Project Site, including details of any damaged Equipment and Solar Modules and also Equipment and Solar Modules that need to be returned to the Equipment OEM and Solar OEM for repair or rectification, or that need to be replaced by the Equipment OEM and Solar OEM, and such other items as may be mutually agreed between the Parties.
- 10.9 Contractor shall also periodically issue and submit to Employer, data and progress reports relating to engineering, procurement, testing, transportation, including shipping forwarding plan and other supply related activities in relation to the Equipment.

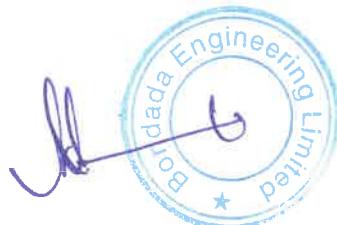
11.0 Force Majeure:

- 11.1 A Force Majeure Event shall include the following events that affect either Party's performance of obligations in relation to the Project:
- (a) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power, acts of public enmity, strikes, pandemic, epidemic lockouts, riots, acts of terrorism;
 - (b) any acts of God, fire, floods, which is posing a safety concern and/or preventing transportation, handling and actual erection of the Material by usage of the crane, cyclones, lightning, earthquakes, other natural calamities, explosions, epidemics, quarantine restrictions;
 - (c) ionising radiation or contamination or radio activity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive, other hazardous properties of any explosive assembly or nuclear component;
 - (d) requisition or compulsory acquisition by any Government Authority;
 - (e) Strikes at national or state-wide level or industrial disputes at a national or state-wide level or strikes or industrial disputes by labour not employed by the Affected Party, its sub-Contractors or



its Contractors which is specific to the performance of the obligation by the Parties in accordance with Contract.

- (f) Actions of any Government Authority to the extent the above-mentioned events satisfy all the following conditions it shall be a Force Majeure Event:
 - (i) such event was beyond the reasonable control of any Party (the "**Affected Party**");
 - (ii) the Affected Party has been unable to overcome or prevent occurrence of such event despite exercise of reasonable skill and care;
 - (iii) such event has a material adverse effect on the Affected Party;
 - (iv) such event has not resulted from the negligence or misconduct of the Affected Party or the failure of the Affected Party to perform its obligations hereunder; and
 - (v) such event has an effect whereby the Affected Party is unable to render performance.
 - (g) any action by any Government Authority which results in Employer losing its title or rights over Solar Project Site (other than as a result of an act or omission by Employer);
- 11.2 Where there is a Force Majeure Event, the Affected Party shall notify the other Party in writing as soon as possible and in any event within 5 (five) Business Days of (i) the Force Majeure Event; or (ii) becoming aware of the date it ought to have become aware of the occurrence of the Force Majeure Event, whichever is earlier, giving full particulars of the Force Majeure Event and the reasons of the Force Majeure Event preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract. The Affected Party shall use its reasonable efforts to (i) mitigate the effect of the Force Majeure Event upon its performance of its obligations under the Contract; (ii) notify the other Party of the measures being taken to mitigate the effect(s) of the Force Majeure Event; (iii) find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event.
- 11.3 The Party affected by the Force Majeure Event shall recommence the performance of the obligations affected thereby as soon as practicable after cessation thereof as mutually agreed by the Parties.
- 11.4 Upon occurrence of a Force Majeure Event, the Parties shall mutually discuss extension of time, unless otherwise agreed, the Execution Plan shall be adjusted for the delay caused due to Force Majeure on a day-to-day basis.
- 11.5 A Force Majeure Event shall not relieve a Party from any liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay any undisputed amount of money in a timely manner which was due and payable prior to the occurrence of that event.
- 11.6 Notwithstanding anything contained herein, the following shall not constitute a Force Majeure Event:
- (a) Economic hardship in the performance of any obligation;
 - (b) Delayed performance of any obligation unless such delay is caused by a Force Majeure Event;
 - (c) Increased costs of the performance of a Party's obligations hereunder, including costs of equipment, material or labour;
 - (d) A breach of any provision of the Contract;
 - (e) Conditions caused by the negligence or fraud of the Party claiming a Force Majeure Event;
 - (f) insufficiency of finances or funds or the Contract becoming onerous to perform;
 - (g) any weather events or climatic conditions which are within the historically observed predictable patterns for the taluka in which the Solar Project is located, unless it is outside the agreed environment, health and safety parameters;
 - (h) any weather events or climatic conditions which are within the design parameters of the equipment comprising the Solar Project;
 - (i) unavailability or late delivery of plant, machinery, equipment, materials, spare parts, fuel, consumables, labour or other resources for the Solar Project, unless caused on account of an Force Majeure Event;
 - (j) any fluctuation of costs of input materials or services including increases in the cost of manpower;
 - (k) non-performance caused by, or connected with, the non-performing Party's:
 - (i) negligent or intentional acts, errors or omissions;
 - (ii) failure to comply with Applicable Laws;



- (iii) breach of or any default under this Contract,
unless caused on account of an Force Majeure Event; or
- (l) any local disturbance or riot, or any disturbance affecting Contractor, only involving the employees and/or Contractors of Contractor.

11.7 Termination for prolonged Force Majeure

11.7.1 Either Party may, if a Force Majeure Event affecting any Party subsists for a period of 90 (Ninety) days, immediately terminate the Contract by a written notice to the other Party.
Upon such termination:

- (i) Contractor shall refund to Employer all payments attributable to the Material not Supplied as on the date of notice of termination after deducting any Delay Liquidated Damages that have been paid by Contractor to Employer under the Contract in respect of such Material not delivered.
- (ii) Employer shall pay Contractor, all pending amounts attributable to the Material Supplied, material for which manufacturing clearance is given by Employer or is ready for inspection or in transit. as on the date of notice of termination.

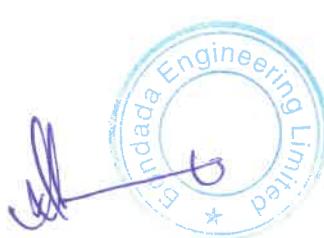
11.7.2 All payments under this clause shall be required to be made by either Party within 15 (Fifteen) Business Days of receipt of notice of termination.

12.0 Representations and Warranties

- 12.1 Contractor makes the following representations and warranties to Employer, each of which is true and correct to the best of Contractor's knowledge, as on the date of the Contract:
- (a) It has been incorporated as a company and is validly existing under the laws of India;
 - (b) It possesses in full force and effect, all authority and power, including all corporate approvals (Parent Company if any), required to enter into the Contract and comply with its obligations under the Contract and transactions contemplated under it;
 - (c) The Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers or its directors to be exceeded;
 - (d) Its obligations under the Contract are valid and binding and are enforceable against it in accordance with the terms of the Contract;
 - (e) There is no pending or threatened proceeding affecting Contractor or any of its assets that would affect the validity or enforceability of the Contract, the ability of Contractor to fulfil its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of Contractor;
 - (f) In entering into the Contract, Contractor is acting in its own capacity and not in the capacity as trustee of any trust or as agent on behalf of any entity;
 - (g) It shall, at all times, keep itself in compliance with Applicable Law and act only in such manner so as not to impair, frustrate or in any manner adversely affect the performance of its obligations or the rights of the other Party to the Contract; and
 - (h) Its representations and warranties are enforceable against it.

12.2 Employer makes the following representations and warranties to Contractor each of which is true and correct, to the best of Employer's knowledge, as on the date of the Contract:

- (a) It has been incorporated as a company and is validly existing under the laws of India;
- (b) It has power to enter into the Contract and comply with its obligations under it;
- (c) The Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers or its directors to be exceeded;



- (d) Its obligations under the Contract are valid and binding and are enforceable against it in accordance with the terms of the Contract;
- (e) There is no pending or threatened proceeding affecting Employer or any of its assets that would affect the validity or enforceability of the Contract, the ability of Employer to fulfil its commitments under the Contract in any material respect, or that could result in any material adverse change in the business or financial condition of Employer;
- (f) It has the necessary capacity to comply with its obligations under the payment terms of the Contract;
- (g) In entering into the Contract, Employer is acting in its own capacity and not in the capacity as trustee of any trust or as agent on behalf of any entity;
- (h) That the data provided to Contractor are genuine and correct;
- (i) It shall, at all times, keep itself in compliance with Applicable Law and act only in such manner so as not to impair, frustrate or in any manner adversely affect the performance of its obligations or the rights of the other Party to the Contract; and
- (j) Its representations and warranties are enforceable against it.

13.0 Variations and Suspension:

13.1 Employer Proposed Variation

- 13.1.1 Employer may, after the Effective Date, by notice to Contractor, propose a variation ("Employer Proposed Variation Notice").
- (a) Contractor shall as soon as reasonably practicable but in no event later than 15 (Fifteen) days after receipt of a Employer Proposed Variation notice, issue a reasoned response to Employer advising whether or not the Employer Proposed Variation Notice is acceptable;
 - (b) If the Employer Proposed Variation Notice is acceptable to Contractor and Contractor shall:
 - (i) provide description of the goods to be supplied or works to be performed.
 - (ii) provide a revised Execution Plan with supporting details and calculations; and
 - (iii) indicate what effect (if any) the proposed variation shall have on the:
 - (a) Supply Price
 - (b) Performance Warranty.
 - (c) Product Warranty.
 - (d) Scheduled Completion Date.
 - (e) Compliance with Applicable Laws.
 - (c) If Employer confirms in writing that it accepts the effect (if any) of the Employer Proposed Variation Notice, as advised by Contractor and Contractor shall implement the proposed variation at Employer's cost.

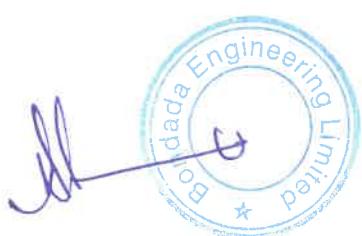
13.1.2 If Employer desires to make any variation:

- a. For upgrading the Services; or
- b. in the methodology, sequence or timing of any activity or altering access to or egress from Site; And if such variations shall,
 - (i) lead to change in the scope of the Services under the Contract; and
 - (ii) result in a scope of work variation of the Contract BoQ, the unit price shall be considered as per the original contract price for the billing purpose:

Then Employer shall issue an advance notice to Contractor, along with details of the variations proposed to be made by Employer and relevant detailed documentation in relation to the same, granting Contractor to review the proposed variations and assess the impact of the same on, including but not limited to, the Contract Price. The Implementation Schedule and the Scheduled Commissioning Date ("Employer Variation Notice") which shall be mutually discussed and agreed between the parties.

(iii) result in a scope of work variation -5% of the Contract BoQ, the unit price shall be considered as per the original contract price for the billing purpose:

Then Employer shall issue an advance notice to Contractor, along with details of the variations proposed to be made by Employer and relevant detailed documentation in relation to the same,

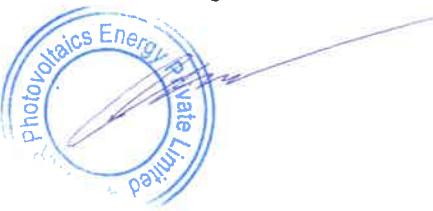


granting Contractor to review the proposed variations and assess the impact of the same on, including Contract Price. However, in this case, the Implementation Schedule and the Scheduled Commissioning Date ("Employer Variation Notice") shall remain same as per Original Commissioning schedule.

- 13.1.3 In the event as per clause 13.1.2 b (ii), increase in scope of Work, Contractor shall, issue a notice to Employer, setting out in detail the impact of the proposed variation on, including but not limited to, the Contract Price, Implementation Schedule and Scheduled Commissioning Date. Thereafter, on issuance of Employer Variation Notice, the Parties shall consult each other on the impact of the proposed variation on, including but not limited to, the Contract Price, Implementation Schedule and Scheduled Commissioning Date. Upon conclusion of such consultation, in the event both Parties reach an agreement that the proposed variation may be carried out and the resulting changes to the Contract Price. Employer shall be permitted to issue a notice to Contractor ("Employer Variation Order") setting out in detail, the agreement reached between the Parties as aforesaid vis a vis the amended Contract Price, The Implementation Schedule and the Scheduled Commissioning Date ("Employer Variation Notice") shall be mutually discussed and agreed between the parties. Contractor shall then perform its obligations under this Contract, in accordance with the Variation Order so issued by Employer.

13.2 Contractor Proposed Variation

- 13.2.1 Contractor may, after the Effective Date, by notice to Employer, propose a variation ("Contractor Proposed Variation Notice") which,
- Contractor considers necessary or desirable variations to improve the quality, efficiency or safety of the Material; or
 - In case there is change in scope/specification /change in layout, suspension due to Employers default, or for non-performance of obligation of Employers under the term sheet" the variation may apply and Contractor should have the right to propose variation.
- 13.2.2 The Contractor Proposed Variation Notice shall include details of the effect (if any) that the proposed variation shall have on such parameters, including but not limited to:
- Supply Price
 - Performance Warranty.
 - Product Warranty.
 - Scheduled Completion Date.
 - Compliance with Applicable Laws.
- 13.2.3 Employer shall as soon as reasonably practicable, but in no event later than 15 (Fifteen) Business Days after receipt of a Contractor Proposed Variation Notice, issue a Notice to Contractor advising whether or not the proposed variation can be implemented, without assigning any reasons after mutual conclusion. If Employer agrees to the Contractor Proposed Variation Notice, Contractor shall perform such variations at Contractor's cost (for 13.2.1a) except the cost arrived through quantity variation within the time agreed by Employer and to Employers cost for 13.2.1b
- 13.2.4 Contractor may, in the event it deems fit that changes to the General Technical Specifications, DOR, layout under the terms of this Contract are required to improve the quality, efficiency, safety of the Services or a change recommended by Employer, issue a notice to Employer ("Contractor Variation Notice"), setting out in detail the impact of the proposed variation on, including but not limited to, the Contract Price. Thereafter, on issuance of Contractor Variation Notice, the Parties shall consult each other on the impact of the proposed variation on, including but not limited to, the Contract Price, Implementation Schedule and Scheduled Commissioning Date. Upon conclusion of such consultation, in the event both Parties reach an agreement that the proposed variation may be carried out and the resulting changes to the Contract Price, Date, Employer shall be permitted to issue a variation order (in the same manner as provided in Clause 13.1) ("Contractor Variation Order"), setting out in detail, the agreement reached between the Parties as aforesaid vis a vis the amended Contract Price, The Implementation Schedule and the Scheduled Commissioning Date ("Employer Variation Notice") which shall be mutually discussed and agreed between the parties. Contractor shall then perform its obligations under this Contract, in accordance with Contractor Variation Order so issued by Employer.



13.2.5 The Contractor shall submit the RA bill/Milestone Invoices on milestone basis with proper backup documents as specified above to site Engineer-in-Charge. Quality Control Department and site QSD shall check all the items properly. Any quantity variation above the Contract quantity, the site QSD will review & certify Quantity Variation and take necessary approval from site EIC and simultaneously QC In-charge shall confirm to the QSD against any quality hold If the work carried out by the Contractor is not up to the satisfaction of site Engineer In-charge, he has right to hold the particular work amount in RA Bill and same will be released after successful completion of particular work in next RA Bill. Under the clause 13.1 & 13.2, Employer will issue a Variation Order to the extent for the certified quantities and Contractor has to submit revised Billing break up for Employer's approval.

13.3 Suspension

13.3.1 Each Party ("Non-defaulting Party") shall have the right to suspend the performance of its obligations under this Contract, in case the other Party ("Defaulting Party") is found to be in material breach of its obligations under this Order and such breach is not remedied or rectified by the Defaulting Party within a period of 30 (Thirty) days from the date of receiving notice from the Non-Defaulting Party. This is without prejudice to any other right that the Non-defaulting Party may have under this Contract.

13.3.2 Suspension of Scope

- (a) Employer may at any time by way of a written notice of 7 working days instruct Contractor to suspend part or all of the Scope of Supply to the extent detailed in the written notice where such suspension is necessary:
 - (i) for ensuring the safety of the Solar Project or Contractor's Personnel, any SubContractor(s) appointed by Contractor and/or Employer's Personnel;
 - (ii) for granting reasonable time to Employer and/or Employer's Representatives to represent and agitate any adverse act or omission by a third-party, which adversely impacts the Solar Project;
 - (iii) for granting reasonable time to Employer and/or Employer's Representatives to deal with any act or omission by the CTU which adversely impacts the Solar Project; or
 - (iv) due to any acts or omissions of Contractor which are a Contractor event of default under this Contract.
- (b) During such suspension, Contractor shall protect, store and secure the Solar Project (or part thereof) against any theft, vandalism, Loss, and maintain the Equipment and Scope of Supply

13.3.3 Prolonged Suspension

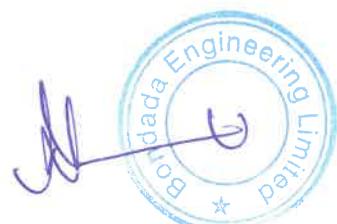
- i. If the suspension by Employer under Clause 13.3.2 (Suspension of Scope) has continued for more than 60 (sixty), Contractor shall be entitled to terminate this Contract in accordance with Clause 23.3 (Termination by Contractor) with respect to the pending Scope of Supply by providing a prior notice of 7 (seven) days. In case of such termination, Contractor shall pay to the SubContractor the amounts to the extent not already paid to the SubContractor.
- ii. Upon termination pursuant to Clause 13.3.3(i), Employer will, on a case-to-case basis, decide whether to require Contractor to novate the relevant subcontract in Employers favour and continue the subcontract, or require Contractor to terminate the relevant subcontract.

13.3.4 Resumption of Scope

Contractor shall resume the Scope of Supply as soon as practicable after receiving permission or instruction to proceed from Employer. After the permission or instruction to proceed is given by Employer, the Parties shall jointly examine the Equipment and works affected by the suspension. Contractor shall make good any deterioration or defect in or loss of the Equipment and Scope of Supply, which has occurred during the suspension.

14.0 Royalty Payments:

Royalties for all construction materials, aggregates, sand, dust etc...are to be paid and borne by the Contractor and are a part of Contract price. Contractor shall produce necessary documents for proof



of royalty payment to the concern department(s) of Employer along with each and every running account bill submitted to the Employer. If any bills submitted without receipts of such royalty payments, the Employer shall deduct the mandatory royalty payments as published by the mining department, from the Contractor running account bill payments. Employer shall reimburse such deducted amount to the

Contractor only after the Contractor produces the necessary documents for proof of royalty payment to the concerned department(s) of Employer. Penalty if any imposed by Mining Department/Govt. authorities for delay in payment of royalty will be solely to Contractor's account.

15.0 Indemnification:

15.1 Contractor's Indemnity

Contractor shall indemnify and hold harmless Employer, its directors and employees (each a "Employer Indemnified Party") from and against any and all Claims and Losses suffered or incurred by Employer Indemnified Party for:

- (a) Any failure of Contractor to pay Taxes as per Terms of the Contract.
- (b) Any non-compliance or violation of Applicable Law by Contractor regarding this Project/ Contract.
- (c) Breach of Contractor's representations and warranties contained in the Contract.
- (d) Breach of Contractor's obligations contained in the Contract.
- (e) Loss of or physical damage caused by Contractor to Employer's property or of any third party; and
- (f) its or its SubContractors' failure to fulfil its obligations under any Applicable Laws, including non-compliance of any Approvals granted by a Government Authority.
- (g) its or its SubContractors' failure to pay Taxes, cess, duties or levies.
- (h) the release of any toxic substances, hazardous substances and hazardous wastes at the Solar Project Site, which is in violation of Applicable Laws; and
- (i) compensation Claims filed by any employees or agents of Contractor in connection with the services/works rendered for the Solar Project

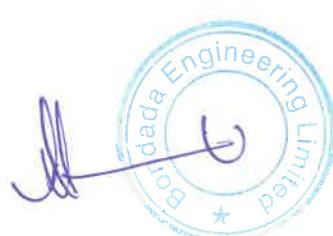
16.0 Intellectual Property Rights:

16.1 Contractor represents and warrants that:

- (a) Contractor either owns or has exclusive rights to use or license all Intellectual Property Rights for materials supplied by the Contractor, all SCADA software and any documentation provided by Contractor to Employer under or in connection with the Contract and that such rights to use or license does not, to the best of its knowledge and bonafide belief, violate or infringe any third-party Intellectual Property Rights.
- (b) Contractor further represents and warrants that there are no actual or to the best of its knowledge, threatened proceedings against Contractor alleging infringement of any third party Intellectual Property Rights, in respect of the materials supplied by the Contractor which would restrict or prohibit the use of the Intellectual Property Rights by Contractor for the Supply of the materials to Employer and use by Employer of the materials and performance of Contractor's obligations under the Contract; and
- (c) It has all rights and licenses necessary to grant Employer a license to use the Intellectual Property Rights in the materials supplied by the Contractor, for the design life of the materials may be necessary for the purpose of the Contract.
- (d) Further, Employer Represents & warrants that it shall not use the license granted by Contractor towards the IPR.

16.2 SCADA Access Rights (as applicable)

- 16.3 Each Party agrees not to or attempt to pass off the other's trade names, trademarks, logos, and/or trading styles in any manner whatsoever.



- 16.4 Employer acknowledges that the material to be Supplied under the Contract applies, features or otherwise makes use of one or more Intellectual Property Rights of which Contractor is the exclusive proprietor or is otherwise lawfully entitled to so apply, feature or make use of in the material and that Employer shall have no rights in or to such Intellectual Property Rights or any incremental rights thereto other than as expressly set out in the Contract.
- 16.5 Subject to Employer complying with all the terms, obligations and covenants under the Contract, Contractor grants to Employer a, non-exclusive, irrevocable and royalty-free license to use the Intellectual Property Rights of Contractor in the material and any documentation and other materials provided by Contractor to Employer under or in connection with the Contract, to the extent necessary for the purpose of the Contract. It is clarified for avoidance of doubt that the license does not amount to a transfer of Contractor's Intellectual Property from Contractor to Employer.

16.6 Limitations In Use of The Intellectual Property Rights:

Employer shall refrain from using the Intellectual Property Rights herein granted for any purpose other than use of the Solar Power Generating System. Employer shall not modify, decompile, disassemble, extract, or otherwise reverse engineer any element of the materials supplied by the Contractor or any software forming part thereof. Employer shall not copy, publish, lease, lend, distribute, make available or otherwise encumber any Intellectual Property Rights herein granted, except as otherwise expressly provided herein.

16.7 Intellectual Property Rights Indemnity

- (a) Contractor agrees and undertakes to defend any suit or other proceedings brought against Employer by a third party insofar as it is based on a claim that the purchase and use of materials supplied by the Contractor, constitutes infringement of any patent validly enforceable in India, provided that Employer promptly notifies Contractor of such suit or proceeding and grants to Contractor the sole authority to defend and settle such suit or proceeding.

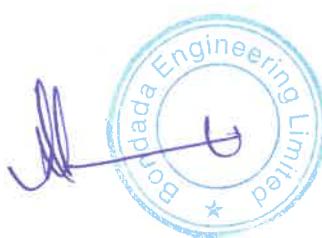
In the event the competent Court, in any such suit or proceeding, holds that the materials supplied by the Contractor or any part thereof infringes any patent validly enforceable in India, Contractor agrees to indemnify and shall keep indemnified Employer from and against all damages finally awarded by such Court and payable by Employer. In addition, if the use of the materials supplied by the Contractor or any part thereof is enjoined in such suit or proceedings, Contractor shall, at its own cost and discretion, either replace the infringing materials supplied by the Contractor or part or modify it such that it becomes non-infringing.

17.0 Mobilization:

Contractor shall mobilize the Manpower & required Machinery at respective sites within 15 days from NTP.

17.1 Construction Machinery:

- a) Contractor shall make their own arrangements for providing manpower for the machinery deployed and the cost of manpower has to be borne by Contractor.
- b) Contractor shall be liable for paying the cost of Material, Tools & Plants including for the storage and handling thereof on the Solar Project Site belonging to Employer and which are issued to Contractor and in case the same is lost or damaged by Contractor/sub-Contractor. When brought on to the Solar Project Site, Contractor's Tools and Machinery shall be deemed to be exclusively intended for the performance of its obligations under this Contract. Contractor shall not remove from the Solar Project Site any of Contractor's Tools and Machinery without prior written intimation to Employer other than the vehicles used for the delivery of Contractor's Tools and Machinery to the Solar Project Site.
- c) All Equipment, Machineries, tools, tackles, material handling equipment, testing Instruments which are required for successful Erection, Pre-commissioning, Commissioning and Performance



- Guarantee Tests shall be under the scope of Contractor to perform their obligations under this Contract.
- d) Contractor shall give Employer not less than 7 days' notice of the date on which any Contractor's Tools and Machinery will be delivered to the Solar Project Site and shall keep Employer informed about any deviations to the Project Schedule in this regard.

18.0 Consumables and First Fills:

Unless specified otherwise, in the Scope of Work/Technical Specifications, Contractor shall be responsible for, within the Contract price, the cost of purchase and delivery to the site of all and other consumables required for the Assembly, Commissioning and Testing of the items/systems supplied, up to Final Acceptance by Employer. The relevant provisions of Technical Specifications shall be specifically applicable.

19.0 Employer Caused Delays:

If the timely performance of the Contract is delayed or disrupted by Employer or any action or omission on the part of Employer in violation of its obligations under the Contract, or any failure or delay on the part of Employer to perform such obligations (a "**Employer Caused Delay**"), then:

- (a) the Execution Plan/Timelines shall be equitably adjusted by adding the additional days necessary to recover any delay caused by such Employer Caused Delay; and
- (b) Contractor shall be entitled to proportionally claim direct costs incurred by Contractor in connection with post readiness of material at Ex-Works for delayed supplies (if the single stretch delay is more than 30 days only).
- (c) Contractor shall be entitled to proportionally claim the overhead and idling charges incurred by Contractor in connection with Employer caused delay from the agreed services timelines for ETC & Civil Works (if the single stretch delay is more than 30 days only).

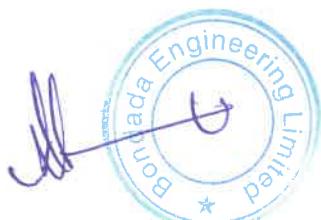
20.0 Contractor Caused Delays:

If the timely performance of the Contract is delayed or disrupted by Contractor or any action or omission on the part of Contractor in violation of its obligations under the Contract or the Project Contracts, or any failure or delay on the part of Contractor to perform such obligations (a "**Contractor Caused Delay**"), then Employer shall be entitled to claim in connection with this delay as per the above referred clause no. 6.5.9.1 (Delay Liquidated Damages). The Execution Plan shall be equitably adjusted by adding the additional days necessary on mutual agreement.

21.0 Employer's Principal Obligations:

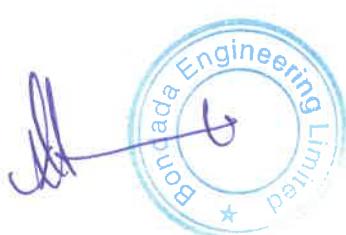
Employer shall perform the following obligations:

- 21.1 Representing and warranting that it shall furnish all site data to Contractor. Contractor may assume that such site data furnished by Employer are accurate, true and complete in all respects to the best of its knowledge. In case the said representation of Employer is wrong, Contractor shall be entitled to an equitable adjustment in the Supply Price, the Execution Plan in case the change is necessitated, and the Warranties furnished pursuant to this Contract.
- 21.2 Ensuring that Contractor shall have unimpeded access to and within the Site for performance of the Scope of Supply.
- 21.3 Providing Storage Yard for storage of components. Employer represents the Storage Yard for this Project is available and ready to enable Contractor to deliver the Material.
- 21.4 Deploying a representative of Employer, to act on its behalf with whom Contractor's personnel may consult at all reasonable times and whose requests, decisions and instructions shall be final and binding on Employer.
- 21.5 Obtaining Government Approvals and Non-Governmental Approvals for Transporting Material from the Storage Yard to the site locations if applicable



- 21.6 To provide applicable MNRE documentation (if applicable) to the Contractor within 30 (Thirty) days from NTP.
- 21.7 All approvals related to design and make of Equipment, devises and parts (unless already approved under this Contract) and other approvals required to be given by the Employer or Employer's Representative with respect to this Contract should not be unreasonably withheld so as to ensure that the supply of Material/Equipment is not delayed, due to non-availability of such approvals. The detailed drawings and documents to be approved shall be finalized during kick-off meeting.
- 21.8 Employer shall furnish, in a timely manner, all documents and authorization required by the Contractor for obtaining Tax/duty exemption certificates for all Equipment and Material supplied under this Contract (for excise and customs duty) (if applicable) under any schemes or policy of any Governmental Authority in relation to Solar Power Generating System in India, before the dispatch of Equipment, devises and parts from the Contractor's manufacturing unit/ storage facility to ensure that the supply of Material/Equipment are not delayed due to non-availability of such documents.
- 21.9 All payments to the Contractor under this Contract shall be made by the Employer in accordance with Contract Price and Terms of Payment of this Contract
- 21.10 Complete Encumbrance free Land.
- 21.11 Employer shall ensure cutting of big trees only or on a case-by-case basis approve the cost if work is done by Contractor. Shifting of these trees and removal of bushes and small plants is in the scope of Contractor.
- 21.12 Shifting any existing transmission line is Employer's scope and dismantling of the same shall be in Contractor scope.
- 21.13 Employer's Permits**

Employer shall be responsible for obtaining and maintaining the requisite Employer Approvals, required for the Project and for the performance of Employer's obligations under this Contract, including in relation to Employer's applications for any Employer Approvals required under Applicable Law in relation to the Project. Interfacing with the appropriate Government Authorities for obtaining the necessary Employer Approvals shall be the sole responsibility of Employer.
- 21.14 Employer shall make all payments to Contractor under this Contract in accordance with, and within the time, Contract Price and Terms of Payment and other terms of the Contract.
- 21.15 Contractor shall clear boulders like pebbles, loose rocks and embedded rocks under-ground which are removable using excavator.
- 21.16 Employer shall promptly provide such assistance to Contractor that may be required by Contractor from time to time, specifically in relation to obtaining Contractor Approvals for performance of Contractor's obligations under the Contract. In the event that Contractor requires any authorization(s) to be issued in favor of Contract or, Employer shall promptly issue such authorizations and in any event of a request being placed by Contractor in that regard.
- 21.17 All approvals in relation to performance of Services and other approvals (if any) required to be given by Employer and/or Employer's Representative with respect to this Contract should not be unreasonably withheld and must be provided within the timelines specified under this Contract in alignment with project schedule, so as to ensure that the performance of Services and Commissioning of the Project is not delayed due to non-availability of such approvals.
- 21.18 Employer shall make available the transmission line, fully completed and with all regulatory approvals required for charging the transmission line, for evacuation of power before the Scheduled Commissioning Date. If there is any delay in the availability of grid and/or the transmission line, Employer shall issue Deemed Commissioning Certificate after meeting the parameters as per clause 6.5.2 above. However, issuance of "Deemed Commissioning certificate" by Employer shall not absolve the responsibility of the Contractor in meeting the Performance Obligations as per Technical

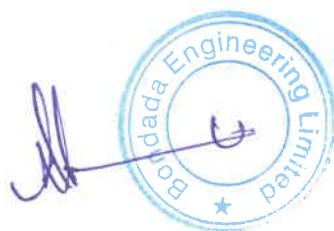


- Specifications and Performance Guarantee Parameters of SPGS. Post availability of grid and/or the transmission line, Contractor has to conduct the Performance Guarantee Tests (PR Tests) as per the dates mutually agreed between Employer and Contractor.
- 21.19 Employer shall provide Contractor with possession of the Site on or prior to NTP. Employer and Contractor shall both be responsible for applying to and obtaining permission from the relevant authority for connection of the Plant to the Grid.
 - 21.20 Employer shall furnish all documents required by Contractor for obtaining Tax/duty exemption certificates for all the Services performed under this Contract, under any schemes or policy of any Governmental Authority in relation to SPGS in India, after signing the contract or at least before completion, to ensure that the performance of Services is not delayed due to non-availability of such documents.
 - 21.21 Employer shall ensure that its personnel co-operate with and provide such assistance to Contractor that Contractor may require from time to time.
 - 21.22 The Solar PV Modules' and other key supply equipment's Manufacturing defects, warranties and technical and commercial deliverables of the same shall be to the account of the Employer. All liabilities or claims pertaining to PV Modules including any third-party claims, arising out of any and all defects, non-conformance to performance specifications and/or price or any other defects shall be to the account of the Employer. Contractor shall have no liability with respect to the underperformance of said items, in case of any cancellation of Contract with Solar PV Modules', delay in delivery and/ or deterioration of materials and their performance; all responsibilities shall be to the Employer account. Further any inspection, if required, shall be organized by Employer directly.
 - 21.23 **Rights of Way and Facilities**
 - a) Employer shall obtain and bear all costs and charges for rights-of-way which Contractor may require, including approach roads for access to the respective sites, and shall ensure that such right-of-way is available to Contractor prior the NTP such that Contractor is able to commence performance of Services as per the Implementation Schedule.
 - b) Access roads within the respective sites shall be in the Contractor scope.
 - c) Employer shall provide clear, unhindered, freely accessible Site to Contractor for doing the Work.
 - d) Employer shall provide adequate space for storing of Employer's Materials and other material relevant for Services till the time of Commissioning of the SPGS
 - 21.24 **Access at the Work Site**
 - a) Employer shall hand over complete, peaceful and vacant possession of land forming part of the Site for the Project to Contractor.
 - b) Employer shall provide complete information of the Site including boundaries to Contractor before issuance of Notice to Proceed.
 - c) Notwithstanding anything to the contrary contained anywhere in this Contract , in the event of any dispute arising out of the title or right of use of the Site by Employer or right of way / thoroughfare/ physical boundary of the Site, which prevents Contractor from fulfilling his obligations as provided in this Contract , it shall be the sole responsibility of Employer to resolve such matters expeditiously at its own cost and any implications arising there from on the delay contractual commitments of Contractor shall proportionately extend the time of the Implementation Schedule and the Scheduled Commissioning Date.

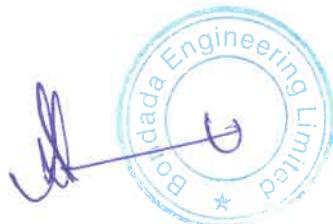
22.0 Contractor's Principal Obligations:

Contractor shall perform the following obligations:

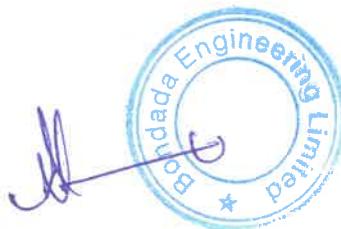
- 22.1 Road worthy/seaworthy/air worthy packing as per industry standards
- 22.2 Safe transportation of material to Project Site.



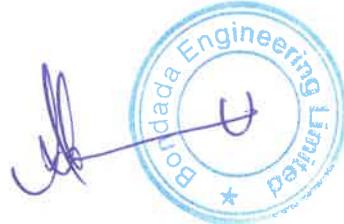
- 22.3 Deploying a representative of Contractor, to act on its behalf with whom Employer's personnel may consult at all reasonable times and whose requests, decisions and instructions shall be final and binding on Contractor.
- 22.4 The supply of Equipment, devises and parts including assembly and fixing the same on the source provided by the Employer, to establish the Solar Power Generating System as required by Employer shall be in accordance with the General Technical Specifications and the other terms of this Contract.
- 22.5 The Contractor shall ensure that the packaging and transportation of the Equipment and Material is appropriate so as to ensure that no damage may occur during loading, transportation, unloading and shifting to the Site. Damage caused to the Equipment and/or Material prior to delivery at Site shall be rectified by the Contractor at its sole cost.
- 22.6 Contractor shall provide to the Employer, all technical and other documents that are necessary or incidental to the Equipment, devises and parts supplied including technical specification sheets, applicable test reports, installation manuals, operation and maintenance manuals ('Contractor's Documents'). Provided that the intellectual property contained in the Contractors Documents shall at all times remain with the Contractor or the Equipment manufacturer and shall not be construed to be transferred to the Employer wherever applicable.
- 22.7 All designs, drawings (including AutoCAD files excluding any Contractor IPR related drawings), specifications, data, computer printouts, documents, reports, studies, manuals, programs, analyses and all other items produced by the Contractor or its sub-Contractors in the performance of the supply and services which do not constitute Contractor's Documents and for which no specific licenses are required to be obtained prior to delivery/use by third parties, shall become and remain the property of the Employer and the Contractor shall deliver the same (properly sorted and indexed) to the Employer upon termination of this Contract.
- 22.8 The Contractor shall be responsible for making available requisite personnel at Site, for performance of its obligations under this Contract.
- 22.9 During the Term of this Contract, the Contractor shall keep a record of all material payments received towards supply of Material and Equipment and performance of services.
- 22.10 The Contractor or its vendors shall be responsible for the safety and insurance of the Equipment and Material and shall obtain & maintain the insurances in relation to the Equipment and Material including PV Modules. Contractor shall be responsible for any insurance claims lodged/realized up to commissioning of the Project.
- 22.11 Contractor shall be responsible for the safety and insurance of the Services till Commissioning of the Project and shall obtain and maintain the insurances in relation to the Services. Contractor will be responsible for any insurance claims lodged/realized up to Commissioning of the Project
- 22.12 Contractor shall procure and supply all Equipment and undertake/coordinate transportation, storage, loading and unloading of all such equipment and components up to and at the Delivery Point;
- 22.13 Contractor shall appoint a custom house agent (if applicable), undertake custom clearance, bill of entry and related activities, all port related activities, unloading from the ship, container freight station handling;
- 22.14 Contractor shall comply with the Applicable Laws including GST, and bear all charges in relation to custom clearance, customs house agent charges, port charges, terminal handling charges, and any inspection charges at port, as applicable with respect to procurement, transportation and supply of goods and equipment which is part of Contractor's Scope of Supply;
- 22.15 Contractor shall undertake any road work or arrangement to clear the way along the Peripheral and Internal Roads to deliver equipment containers;
- 22.16 Contractor shall undertake a physical inspection of the Solar Module palettes, within 48 (forty-eight) hours of arrival of the Solar Module containers at the Storage Yard(s), in accordance with the inspection manual to be provided by Contractor/the Solar OEM to the Contractor to assess any damage, breakage or quantity deficiency in the Solar Modules in any damaged Solar Module palette and provide, within such time period, all relevant details of any damage, breakage or quantity



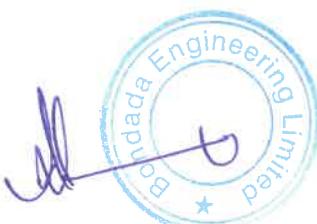
- deficiency of Module Palettes (all supported with suitable high-resolution photographs) to Employer as may be required by Employer to make a claim under the transit insurance policy obtained by the Employer/Solar OEM;
- 22.17 Contractor shall provide all relevant manpower, machinery and equipment (including cranes) required for and undertaking the works.
- 22.18 Contractor shall ensure that all Intellectual Property Rights to the extent possible and made available to Contractor for any Equipment procured and supplied by Contractor for the Solar Project shall, with confirmation of the Equipment OEM, be assigned/licensed/novated/transferred as may be allowed for the benefit of Employer; and
- 22.19 In the event there is any Equipment procured and supplied by Contractor, which does not have any Intellectual Property Rights available with the Equipment OEM, Contractor shall request a representation to this effect from such Equipment OEM and if not provided, intimate Employer that such representation was not provided by the Equipment OEM
- 22.20 **Spare Parts**
A list of mandatory spare parts in relation to the Equipment supplied by Contractor is to be mutually agreed upon and may be updated based on discussion between the Parties and with the Equipment OEMs and cost of mandatory spares shall be to Employers account. Contractor shall facilitate that:
- a) after the Defects Liability period and up to the Equipment OEM Warranty Period, the spare parts are made available by Contractor or the Equipment OEMs (as the case may be) at additional cost based on reasonable market prices; and
 - b) up to the Equipment OEM Warranty Period, if Contractor can reasonably foresee that any spare parts will become unavailable for any reason whatsoever Contractor or the Equipment OEMs (as the case may be) shall notify Employer as soon as possible thereof and provide any alternate solution compatible with the Equipment spare parts.
 - c) Contractor shall provide commissioning spares provided by OEM along with supplies of respective equipment (as applicable).
 - d) Contractor shall provide 0.5% (Zero-point five Percent) of string inverters as commissioning spares.
- 22.21 The performance of Services by Contractor at the Site shall be in accordance with the General Technical Specifications and the other terms of this Contract.
- 22.22 Contractor shall erect, execute and complete the Work and perform the services in accordance with this Contract and, shall remedy any Defect brought to the written notice of Contractor at the very first opportunity, when Employer comes to know the Defect, in the Work during the Defect Liability Period. When completed, the SPGS shall be capable of generating electricity in accordance with this Contract and the Guaranteed Performance Ratio
- 22.23 Contractor shall be responsible for the safety and insurance of the Services till Commissioning of the Project and shall obtain and maintain the insurances in relation to the Services. Contractor will be responsible for any insurance claims lodged/realized up to Commissioning of the Project.
- 22.24 There shall not be any linkage between release/payment of the bill by the Employer to the Contractor and the payment of wages/other dues by the Contractor to his workers. Contractor shall ensure timely payments of their obligations to their employees / sub-Contractors to ensure schedule Commissioning date.
- 22.25 Contractor shall be responsible for hiring, employing, training, instructing and managing staff and labour necessary to perform the Scope of Work in accordance with this Contract
- 22.26 **Compliance with Applicable Laws**
- a) Contractor shall ensure that it obtains and maintains the requisite approvals, required for the performance of its obligations under the Contract as per Division of Responsibility Annexure -II and as per mutual discussions.



- b) Contractor shall be performing the obligations under this Contract, comply with and ensure that all its personnel and its sub-Contractors comply with Applicable Laws including all labour laws
 - c) Contractor shall be responsible for obtaining all relevant tax clearances and/or exemptions for the Services based on those available to Employer pursuant to any scheme or policy of any Governmental Authority for solar power project in India
- 22.27 Contractor shall approve the design documents submitted by the SubContractor(s) and Equipment OEMs in accordance with the Project Schedule and submit the approved design documents to Employer and Engineer-in-charge for Employer's comments within 3 days of each design document being submitted to Contractor. If Employer does not provide its comments within 6 days of submission of an approved design document by Contractor to Employer, Contractor shall be entitled to proceed with carrying out the Scope of Work after informing Employer. It is clarified, however, that any review or approval of a design document by Employer in accordance with this sub-Clause shall not amount to the confirmation by Employer of the suitability of the design for the Scope of Work or relieve Contractor of any of its obligations under this Contract.
- 22.28 Contractor shall procure structural steel, cement, admixture, sand and aggregates, shuttering set, PVC pipes, conduits in relation to the Scope of Work to be performed for the erection including grouting and all other material required for completion of the Balance of Plant and Civil Works;
- 22.29 Contractor shall design and construct the boundary wall/fence for the Solar Project around constructed PV footprint area only;
- 22.30 Contractor shall design and construct a temporary project office which it shall make available for Employer's Representatives (and any other Contractor appointed by the Owner);
- 22.31 Contractor shall perform grading, if required, and drainage plans, construct cross drainage, culverts, strengthening of existing roads or repair of public roads which are damaged by movement of project material, as necessary; and
- 22.32 Contractor shall provide layout and drawings for SCADA System layout, layout for Solar Module arrays, electrical schematic diagrams, foundation plans and details, single-line diagrams of the solar photo-voltaic panel, grading and drainage plans, equipment installation plans, layout of Access Roads, within 90 (ninety) days of the Effective Date or any other date as mutually agreed between the Parties to Contractor for approval.
- 22.33 Contractor shall develop, complete and provide the Storage Yard(s) on one or more locations identified by the Contractor within the Solar Project Site in accordance with the Project Schedule Technical Specifications and Applicable Laws. Once the delivery of Solar Modules at the Storage Yard(s) is complete, the Parties shall agree upon a schedule in accordance with which Employer shall instruct Contractor to: (A) clear the Storage Yard(s) of any debris; and (B) undertake adequate levelling and development of the land underlying the Storage Yard(s) for the purpose of utilizing such land for the installation of Solar Modules comprising the Solar Project in accordance with this Contract.
- 22.34 Contractor shall prepare the Solar Project Site for the Solar Project including but not limited to levelling of the Solar Project Site for installation of the Solar Module arrays, vegetation removal/management, construction of adequate drainage;
- 22.35 Contractor shall complete design, construction and casting of the Solar Module Foundations based on the foundation specifications and design requirement for the Solar Modules as set out in the Technical Specifications;
- 22.36 Contractor shall comply with all obligations relating to supply, transportation and delivery of all equipment (other than Solar Modules);
- 22.37 Contractor shall supply SCADA System and master controller for the Solar Project in accordance with the criteria set out under the Technical Specifications;
- 22.38 Contractor shall design, install, engineer, construct, start-up, test, Pre-Commission and Commission the Solar Project and any other equipment up to the power transformer LV side required to



- Commission the Solar Project as per the Project Schedule, Applicable Laws, Technical Specifications and Prudent Utility Practices; and
- 22.39 Contractor shall comply with all the activities/requirements specified under the DOR which fall within the Scope of the Contractor in relation to the Solar Project.
- 22.40 Contractor shall be responsible for safety and security (complete 24 (twenty-four) x 7 (seven) watch and ward) at the Solar Project Site and for keeping unauthorized persons off the Solar Project Site in accordance with the Site Security Plan up to Take Over of the Solar Project. Authorized persons shall be limited to Contractor's Personnel, Employer's Personnel, OEMs, personnel of Government Authority and any other personnel notified to Contractor by or on behalf of Employer. Contractor may, for such purpose, appoint a security service provider acceptable to Employer.
- 22.41 Site Data
- 22.41.1 Contractor shall provide to Employer the following Site Data within 45 days from the date of NTP:
- a) geotechnical study for the Solar Project, in the nature of topography and ground surface conditions, subsurface geology and conditions, nature and quantity of surface and subsurface materials to be encountered, location of underground utilities and the condition of existing structures;
 - b) coordinates and other details of the various blocks of Solar Module arrays; and
- 22.41.2 Contractor shall be fully responsible for the correctness, accuracy, completeness and reliability of the Site Data set out at sub-Clause 22.41.1 above. Contractor shall indemnify and hold harmless Employer's Indemnified Persons against all Claims and/or Losses suffered or incurred by Employer on account of such Site Data at sub-Clause 22.41.1 above being incomplete, inaccurate, unreliable or incorrect.
- 22.41.3 Contractor acknowledges and agrees that the Site Data set out at sub-Clause 22.41.1 will be relied upon by Employer and its other Contractors for the Project and Employer shall have the right to share such Site Data with the OEMs, other consultants and Contractors relating to the Solar Project.
- 22.41.4 Contractor acknowledges that failure to provide the Site Data at sub-Clause 22.41.1 above within the timelines set out thereunder shall be considered as a material breach of the Contract by Contractor.
- 22.41.5 Employer and/or Employer's Representatives shall, within 90 (ninety) days of the Effective Date, provide to Contractor the Site Data relating to the general and local environmental conditions, meteorological conditions, and climatic conditions.
- 22.41.6 Contractor shall pursuant to the logistics survey undertake all necessary minor repair and strengthening and widening and other activities to ensure that the Roads are constructed in accordance with the Technical Specifications, at its own cost and without impacting the Project Schedule
- 22.41.7 Contractor shall provide signs or directions along the Roads, as mutually agreed and where approved by the Employer.
- 22.41.8 Employer shall not be responsible for any Claims which may arise from Contractor's use and/or failure to repair and maintain any Roads (unless attributable to Employer or Employer's Personnel's negligence or wilful misconduct), and Contractor shall indemnify and hold harmless Employer's Indemnified Persons against and from all Claims and/or Losses resulting from Contractor's failure to comply with its obligations under this Clause.
- 22.42 Contractor shall, at all times, take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Solar Project Site.
- 22.43 Contractor shall provide and maintain all necessary accommodation for Contractor's Personnel .



22.44 Unforeseen Difficulties

Except as otherwise stated in this Contract:

- 22.44.1 Contractor shall be deemed to have obtained all necessary information and satisfied itself as to all the risks, contingencies and circumstances which may influence or affect its obligations and performance under this Contract;
- 22.44.2 by signing this Contract, Contractor accepts total responsibility for having foreseen all difficulties and costs of successfully undertaking the Scope of Work under this Contract by the Project Schedule in order such that the Solar Project is able to be Commissioned by the Project SCOD; and
- 22.44.3 the Contract Price shall not be adjusted to take account of any unforeseeable or unforeseen difficulties which results in incidental costs.

22.45 Contractor's Personnel

- 22.45.1 Contractor's Personnel shall be appropriately qualified, skilled, and experienced in respect of the Scope of Work. Employer may require Contractor to remove any person employed at the Solar Project Site upon written intimation to Contractor, including Contractor's Representatives, against whom Employer has material and substantiated concerns regarding the following:
 - a) persists in any misconduct or lack of care;
 - b) carries out duties incompetently or negligently;
 - c) fails to conform with any provisions of this Contract; or
 - d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.
- 22.45.2 Contractor shall upon mutually agreed timelines appoint a replacement who is no less qualified than the person being replaced.
- 22.45.3 Contractor shall share the organisation chart of the site and corporate office (with respect to Contractor's personnel relevant for the Solar Project) within 7 working days of the Effective Date. Any changes made in the organisation charts are to be intimated in writing to Employer within 3 working days prior to such change.

23.0 Termination and Obligations on Termination:

23.1 Default Notice

If a Party considers that the other Party ("Defaulting Party") is in material breach of any provision of the Contract, it may (without prejudice to any right of action or remedy that it may have) provide the Defaulting Party with a notice ("Default Notice") specifying the nature of the breach and a providing a period of 30 (thirty) days, within which period (or such other extended period as may be agreed between the Parties) the Defaulting Party shall remedy such material breach to the satisfaction of the other Party.

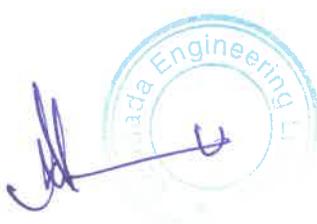
23.2 Termination by Employer

- 23.2.1 Without prejudice to any of its other rights under the Contract, and provided that Contractor has failed to cure the material breach within the time specified in the Default Notice, Employer shall have a right to forthwith terminate the Contract and recover the Loss per below sub-clause 23.2.3 infra.

23.2.2 Immediate Termination Events

Without prejudice to any of its other rights under the Contract, Employer shall have a right to immediately terminate the Contract without providing any cure period (as mentioned in above clause 23.1, in the following events:

- (a) Contractor becomes Insolvent; and
- (b) Any assignment by Contractor in contravention above clause 27.0 of this document.
- (c) Contractor abandons the performance of the Scope under the Contract for a continuous period of 30 (thirty) days without any communication to the Employer



- (d) Contractor is unable to provide an appropriate remedy or indemnification for a Claim regarding infringement of third-party Intellectual Property Rights, which is likely to hinder the operation of the Solar Project (other than in respect of Solar Modules);

23.2.3 Consequence of Termination by Employer

In the event that Employer elects to terminate the Contract for above reasons:

- (a) Employer shall pay to Contractor, within 15 (fifteen) days of such termination, all amounts attributable to the Material Supplied under the Contract as per Contract terms for the payments due.
- (b) Contractor shall: (i) within 15 (fifteen) days of such termination, refund to Employer the payments made to Contractor in respect of the Material not supplied from the date of receipt of advance till the date of payment (after setting off amounts paid to Employer as Delay Liquidated Damages by Contractor under the Contract in respect of the Material not supplied). It is clarified that this reimbursement shall be recovered either pursuant to this clause and/or as per relevant clause under the Contract, but the same reimbursement shall not be have claimed under the other Contracts.
- (c) In the event Employer have already constructed civil activities for this Project for unsupplied Material, Contractor shall endeavour to supply Material equivalent to the same and complete the formalities as per the Contract and Employer shall pay corresponding Payments within 15 (fifteen) Days from the date of due for each portion of such activity
- (d) Upon Employer issuing a termination notice, unless specified otherwise, Contractor shall leave the Solar Project Site and deliver Contractor's Documents to Employer. However, Contractor shall use its best efforts to comply immediately with any reasonable instructions included in Employer's termination notice for the protection of life or property or for the safety of the Solar Project.

- 23.2.4 On full payment of the amounts above other than as specifically provided in the Contract, neither Party shall have any further obligations or liabilities against the other in respect of the terminated portion of the Project.

23.3 Termination by Contractor

- 23.3.1 Without prejudice to any of its other rights under the Contract, and provided that Employer has failed to cure the material breach within the time specified in the Default Notice Contractor shall have a right to forthwith terminate the Contract.

23.3.2 Immediate Termination Events

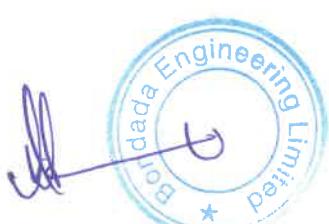
Without prejudice to any of its other rights under the Contract, Contractor shall have a right to immediately terminate the Contract without providing any cure period (as mentioned in above clause 23.1, in the following events:

- (a) Employer becomes Insolvent; or
- (b) Any assignment by Employer in contravention of above clause 27.0. of this document.

23.3.3 Consequence of Termination by Contractor

In the event that Contractor elects to terminate the Contract, Contractor shall be entitled to be paid the following:

- (a) Employer shall pay to Contractor, within 15 (fifteen) days of such termination, all amounts attributable to the Material supplied and work under process as per Contract and all direct costs incurred by Contractor in fulfilling the obligations under the Contract; and
- (b) Contractor shall, within 15 (fifteen) days of such termination, refund to Employer the payments made to Contractor in respect of the Material not supplied, excluding any material which are in the process of being supplied.
- (c) cease all further performance of the Scope of Supply, except for such work as may have been instructed by Employer for the protection of life or property or for the safety of the Scope of Supply.



- (d) deliver Contractor's Documents to Employer for which Contractor has received payment; and
- (e) remove all other Contractor's Tools and Machinery from the Solar Project Site, except as necessary for safety, and leave the Solar Project Site

Upon such payment by Employer, title in the material supplied shall vest with Employer and be at the risk of Employer. On full payment of the amounts under this clause, Contractor shall have no further obligations or liabilities in respect of the terminated portion of the Project except as per survival clause issues. Contractor's election to terminate the Contract shall not prejudice any other rights of Contractor, under the Contract or otherwise.

24.0 Drawings /Documents

All designs, drawings (including AutoCAD files excluding any Contractor IPR related drawings), will be supplied to the Employer by Contractor as per Scope & technical data enclosed to the Contract for their review and approval.

Note: AutoCAD drawings shall be provided during HOTO.

25.0 Quality Plan (QP):

The Contractor shall submit MQP/FQP for Supply, Erection, Civil Works for the Employer review and approval.

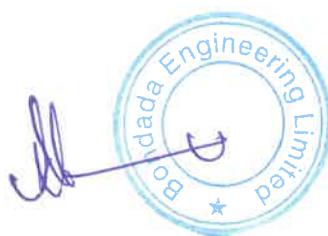
26.0 Dispute Resolution/Arbitration

- 26.1 Any controversy or claim ("Dispute") arising out of or in connection with the validity, application or interpretation of the Contract shall be settled by consultation between the Parties initiated by written notice of the Dispute to the other Party. The Parties shall attempt to settle such Dispute amicably within 30 (thirty) days receipt of notice of Dispute by the other Party. In such event, the Parties shall each arrange for an officer or member of management with authority to meet resolve, in good faith, any pending Disputes during such time period.
- 26.2 In the event the Parties cannot reach settlement pursuant to clause 26.1 within 30 (thirty) days of receipt notice under clause 26.1, the Parties agree to refer such Dispute to arbitration. The arbitration shall be conducted as per the Indian Arbitration and Conciliation Act, 1996 or its amendments. The seat of arbitration shall be Hyderabad. Each Party shall appoint one arbitrator and the two appointed arbitrators shall appoint the third arbitrator, who shall act as a presiding arbitrator. The language of such arbitration shall be English. The arbitral award shall be final and binding on the Parties.
- 26.3 Responsibility of payment for all costs of arbitration, including attorney/counsel fees, shall be as per the arbitration award. If the award does not provide for this, each Party shall bear its respective costs.
- 26.4 While any Dispute under this Contract is pending, the Parties shall continue to perform all of their respective obligations under this Contract without prejudice to the final determination in accordance with the provisions under this clause.

27.0 Assignment and Sub-Contracting

27.1 Assignment

- (a) Neither Party shall assign its rights and obligations under this Contract other than as expressly provided in this clause, without the prior written consent of the other Party, except for conditions stipulated in sub-clause (b) to (f) hereof.
- (b) Notwithstanding anything to the contrary in this Contract, either Party shall be entitled to assign this Contract and its rights and obligations to its Affiliates, not being a Disqualified Third Party.
- (c) The rights of assignment under clause 27.1(b) shall be exercised only where the assigning Party remains liable as the principal obligor for the performance of the assigned obligations by its Affiliate(s).
- (d) If the other Party requires, the assigning Party shall certify to the other Party the capability of the company accepting the assignment as an Affiliate of such assigning Party and to fulfil all such obligations under this Contract.

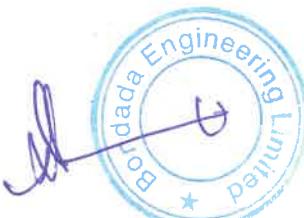


- (e) Notwithstanding anything contained in this Contract, Employer may, at its sole discretion and without any consent requirement from Contractor, assign, mortgage, or charge Employer its rights, interests, obligations or liabilities under this Contract in favour of Lenders.
- (f) Upon the request of Employer, Contractor shall execute direct/substitution Contracts with the Lenders or other assignee (Excluding any parties who are barred as per the National or International Law) on terms and conditions which are not materially adverse to the terms and conditions agreed between the Parties under this Contract.

27.2 Sub-Contracting

Contractor need to get a prior written approval from Employer in case of engaging a sub-Contractor for manufacturing Material.

- a) Contractor may subcontract the Scope of Supply after setting approval from the Employer at its sole risk without affecting any of rights of Employer on these contracts on Contractor, in whole or in parts or source the Supplies from one or more sub-Contractors/locations at its discretion to achieve economies of transportation and efficiencies.
- b) Notwithstanding anything contained in this Agreement, Contractor shall not subcontract any part of its Scope of Work under this Agreement to any subContractor(s), except that Contractor may subcontract the whole of Contractor's Scope, or part thereof, under this Agreement to the Subcontract
- c) Contractor may subcontract the Scope of Work at its sole risk without affecting any of rights of Employer on these contracts on Contractor, in whole or in parts from one or more sub-Contractors. A list of such major sub-Contractors (where each individual LO value exceeds 5% of Contract price) shall be provided to Employer by Contractor for approval.
- d) With respect to any new subContractor(s) of the SubContractor which are intended to be inserted in the list of Approved SubContractors and for which Employer's approval is sought as per Clause 27.2(a) above, Contractor shall along with notice to Employer provide details of the SubContractor's proposed subContractor(s) as received from the SubContractor including trading name, address, nature of the obligations to be carried out by the subContractor(s), information establishing the financial, technical and personnel capacity and his relevant experience, and any other information as may be requested by Employer and/or Employer's Representatives.
- e) Contractor shall enter into the Subcontract(s) with the SubContractor(s) on terms substantially similar to this Contract, including, but not limited to, the tax clauses and shall provide Employer with a priced copy of each Subcontract within 3 to 4 days following execution of the relevant Subcontract. Contractor shall ensure that the Subcontract(s) entered into by it under this Clause contains inter alia, the purpose and the scope of the subcontracting, the SubContractor(s)'s name, the precise description of entrusted works, supplies and/or service(s), the time of performance; the equipment and material to be used; the manufacturer, the manufacturing place, and the delivery date.
- f) If Employer becomes aware that Contractor has failed to pay to any of its SubContractor(s) any amount that is due and payable to such SubContractor(s) (provided Employer has released the payment to Contractor for the corresponding milestone under this Contract) and such amount is not subject to a bona fide dispute by Contractor or Employer, Employer shall give written notice to Contractor to make such due payments to its Sub-Contractor within 7 working days however in case Contractor unable to make the payment in specified time to its sub-Contractor, Employer shall be entitled (at its sole discretion) to pay the relevant amounts to such SubContractor(s) on behalf of Contractor and Contractor shall reimburse the amounts released to Contractor earlier for this purpose. Employer may set-off or deduct the amount directly paid to the SubContractor(s) from any moneys due or moneys which will subsequently become due to Contractor under this Agreement or otherwise make a separate claim for such amount on Contractor. Such payment made by Employer to the SubContractors on behalf of Contractor shall be considered to be due discharge of Employer's liability towards Contractor for such amount. Nothing in this Clause shall be interpreted as creating obligation on Employer to make



- any payments directly to the SubContractor(s), which payment shall be made, if at all, in Employer's sole discretion.
- g) Where Employer has material and substantiated concerns regarding the ongoing suitability and/or capability of the SubContractor(s) to carry out the relevant Scope of Work in accordance with the standards prescribed under this Agreement, Employer, upon prior written intimation and mutual agreement, may Contractor to either: (A) de-scope certain scope of works under such Subcontract(s) by executing a variation order; or (B) remove such SubContractor(s) and terminate the relevant Subcontract(s); in which case Parties will mutually discuss on an alternate subContractor to be appointed that has the capability to carry out such Scope of Work that is de-scoped or terminated
 - h) It is specifically understood and agreed (and each SubContractor shall so acknowledge in its Subcontract) that no SubContractor shall have any right of recourse against Employer or any designee thereof for the performance of Contractor's obligations under any Subcontract.

27.3 Local Sub-Contracting:

Contractor shall engage local subContractor(s) & local manpower to the extent possible.

27.4 Step-In

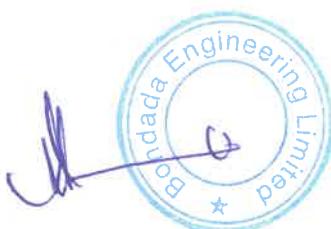
- a) Contractor shall ensure that the Subcontract(s) contain such terms as allowing Employer to step-into the Subcontract(s) in the event of termination of the Subcontract(s) in case of a Contractor event of default.
- b) In case of a Contractor event of default under this Agreement, or a Contractor event of default under the Subcontract(s), the Parties acknowledge that Employer shall have an option (but not an obligation) to step-in, either by itself or through a third-party designee on its behalf, under the Subcontract(s) and assume all of Contractor's obligations under such Subcontract(s). In this regard, Contractor shall ensure that the Subcontract(s) require the relevant SubContractor(s) to provide copies of all notices issued under such Subcontract(s), including any notices of default or breach, to Employer simultaneously.
- c) If Employer issues a notice to Contractor and the SubContractor(s) that Employer or its designee intends to exercise its step-in rights under the Subcontract(s), Contractor shall take all steps and actions as are required to assist Employer or any designee of Employer in enabling such step-in, including signing of a novation agreement with the SubContractor(s) in favour of Employer or its designee. In this regard, Contractor shall ensure that Employer executes a consent agreement with the SubContractor(s).
- d) On and from the date that Employer exercises its step-in right as set out in this Clause, this Agreement shall stand terminated and the consequences of termination for a Contractor event of default at Clause 23.3

27.5 Assignment of SubContractor Warranties

If any SubContractor(s) (or the subContractors of the SubContractor(s)) provides any warranty, performance guarantee or other continuing benefits in relation to the Equipment and/or Balance of Plant and Civil Works which extends beyond the Defects Liability Period applicable to the Equipment and/or Balance of Plant and Civil Works, Contractor shall, on the expiry of the Defects Liability Period or termination of this Agreement in accordance with Clause 23.2 (Termination by Employer) and/or Clause 23.3 (Termination by Contractor), assign or procure such subContractor to assign such warranty, performance guarantee or other continuing benefits to Employer.

27.6 Co-operation

- a) Contractor shall, as specified in this Contract or as instructed by Employer, allow appropriate opportunities for carrying out any work/inspection/audit to:
 - i. Employer's Personnel; and
 - ii. any other Contractors/consultants employed by Employer in relation to the Project, who may be engaged in the execution on or near the Solar Project Site of any work not included in this Agreement.



- b) Contractor acknowledges that it does not have sole or exclusive possession of the Solar Project Site and shall coordinate with the other Contractors engaged by Employer and the EPC SubContractor(s) as required., to minimise any delay or disruption to the performance of the relevant Scope of Work under this Agreement or the works of the other Contractors.
- c) Contractor shall, when requested and at no additional cost to Employer, provide all information and execute all documentation required under Applicable Law or by any local authorities in relation to the performance, audit, inspection or approval of the Works and/or for maintenance of the Approvals.
- d) Contractor's Representatives shall, at no additional cost to Employer, attend any meetings as notified by Employer, along with the representatives of the OEMs, any representatives of Employer and Contractor under any Related Contract, and Employer's Representatives under this Agreement, to discuss the progress of the Solar Project and any reasonable acceleration measures as necessary to ensure completion of the Works in accordance with the Project Schedule.
- e) Compliance with this Clause 27.5 (Co-operation) shall not entitle Contractor to a Variation, Extension of Time or payment of any Costs.

28.0 Confidentiality

- 28.1 The terms and conditions of this Contract and non-public information (including without limitation technical, industrial, operational, financial and commercial information) exchanged by the Parties by virtue of this Contract shall be kept strictly confidential. The receiving Party shall use such documents and information ("Confidential Information") only as required for the full and complete performance of this Contract and shall limit the disclosure of such Confidential Information to (i) its employees, advisors or agents who have a need to know such Confidential Information for the performance of their obligations; (ii) its auditors in the framework of their ordinary auditing competences; or (iii) with respect to Employer, to its promoters, investors, shareholders, consultants and potential banks or registered financial institutions in connection with Employer obtaining loans, financing or capital contributions to fund the construction of the Project at which the Material Supplied hereunder shall be installed, or (iv) with respect to Contractor, to potential sub-Contractors and Contractor in connection with Contractor's compliance of the obligations stemming from this Contract. Either Party shall maintain a record of the disclosed Confidential Information and make it available to the other Party upon request
- 28.2 The confidentiality obligation shall not apply to any disclosure (i) of information that is in or enters the public domain through no fault of the receiving Party; (ii) of information that was in the possession of the receiving Party prior to receipt under the Contract (unless such information was issued or received subject to a confidentiality obligation); or (iii) which is required by law or order of any Governmental Authority; provided that the receiving Party shall give the other Party prior written notice of and an opportunity to object to such disclosure to the extent possible.
- 28.3 If either of the Parties learns of any misappropriation or misuse of the Confidential Information, it shall notify the other Party and shall reasonably cooperate with the other Party to prevent such misappropriation or misuse.
- 28.4 The receiving Party shall return to the disclosing Party all Confidential Information upon written request or upon expiration or termination of the Contract and shall certify in writing that it has done so.
- 28.5 This confidentiality clause shall be binding on both the Parties for 3(three) years from the date of termination or expiry of the Contract, whichever is earlier. If it comes to the knowledge or notice of either Party that the other Party is in breach of this clause, it shall be at liberty to recover damages from the other Party for the losses of whatsoever nature it shall directly and not indirectly incur as a consequence thereof.

29.0 Quality, Health, Safety and Environment

- 29.1 **Quality, Health, Safety and Environmental Plan of Contractor**
Contractor shall:



- (a) in performing its obligations under the Contract, comply with the Quality, Health, Safety and Environmental Management Plan during the manufacturing and assembling process.
- (b) the Quality, Health, Safety and Environment Management plan mutually agreed the Parties is annexed; and Contractor agrees to comply, with any recommendations to be made by Employer to the Quality, Health, Safety and Environmental Plan over and above the Plan, at the Project Site on a best effort basis and to the extent possible and reasonably practicable.

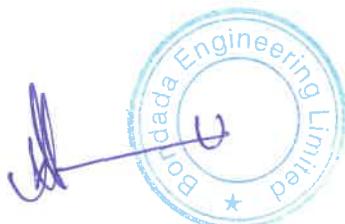
30.0 Transfer of Title and Risk in the Supplies and Insurance

30.1 Title

- a) Title to and every proprietary interest for each material or part supplied in relation to the Solar Project thereof shall stand transferred to Employer, on receipt of payment due under above clause No. 5.0 and such supply does not transfer any rights, title, ownership or interest in such equipment in favour of Contractor. However, the care and protection and the responsibility of risk of loss and damage in the Solar Modules shall remain with Contractor till their transfer or plant HOTO whichever is earlier.
- b) Unless otherwise specified in the Contract, the full right, title, ownership and interest in each such Equipment or item of Scope of Supply to be supplied by Contractor under the Contract, free from all Liens (except a contractual lien with respect to unpaid amounts relating to against the Equipment delivered in accordance with the Contract) shall be transferred or be deemed to be transferred to Employer upon endorsement of the material receipt note in accordance with the Contract.
- c) The transfer of title pursuant to Clause 30.1(a) above shall in no way release or relieve, in any manner whatsoever, either Party from their respective responsibilities to perform fully their obligations under this Contract.

30.2 Risk

- (a) Contractor shall be responsible for the care and protection of the Material and shall bear the full risk and liability in the Material until such Material are delivered to Employer at the Project site. All risk in the Material shall stand transferred to Employer from and upon delivery of the Material to Employer at the point of delivery and Any Defect caused to such Material on account of any inherent technical issues shall be rectified/replaced by Contractor at no additional cost to Employer as per terms of the Contract. Note: Risk coverage linked the Insurance clause mentioned below at 30.3.1.
- (b) Subject to Clause 30.2(c) below, if any Loss happens to the Solar Project (including the Solar Modules) during the period when Contractor is responsible for its care during transport up to and within the Storage Yard(s) or the Solar Project Site, storage at the Storage Yard(s) or the Solar Project Site and handling during such transportation and storage thereof (other than due to fraud, wilful misconduct or gross negligence of Employer or Employer's Personnel), Contractor shall be responsible to compensate Employer for all Losses and damages to the Solar Project (including the Solar Modules) to the extent: (i) not covered under the comprehensive Erection-All-Risk policy obtained by Employer; (ii) not covered under the transit insurance policy obtained by Employer or the Solar OEM; (ii) not covered under the transit insurance policy obtained by Employer/Solar OEM; and (iii) the Loss is attributable to any act and/or omission of Contractor.
- (c) Any loss/damage/breakage of the Solar Modules during the period when Contractor is responsible for its care during unloading and transportation up to the Storage Yard, storage at the Storage Yard or the Solar Project Site and handling during transportation up to the Storage Yard and within the Solar Project Site), up to a tolerance limit of 0.2% of the Solar Modules shall be to Employer's account, and any loss/damage/breakage of the Solar Modules beyond such tolerance limit (including on account of theft) shall be to Contractor's account. Notwithstanding the tolerance limit set out in this sub-Clause above, in case of any loss / damage/breakage of the Solar Modules attributable to Contractor's negligence, Contractor shall be liable to compensate Employer for the full replacement value of such quantity of Solar Modules that are affected.



- (d) Notwithstanding anything hereunder, Contractor shall be liable to compensate Employer for all Costs incurred by Employer and/or Employer's Representatives on account of any Loss (as described in Clause 30.2 (b) above) resulting in the warranties provided by the Solar OEM being voided, nullified or becoming otherwise non-enforceable/enforceable on less beneficial terms to Employer

30.3 Insurance:

30.3.1 Contractor's insurances

- (a) Marine cum Transit insurance covering the movement of components of Material from EXW to Project Site (i.e. from Warehouse to Warehouse)
- (b) The Insurance shall be covered up to the completion of Charging of the Equipment and SPGS.
- (c) Contractor shall take an Erection All Risk (EAR) insurance equivalent to the Contract Price , within 3 (three) days of obtaining such insurance, which shall remain in full force and effect until Commissioning of the Solar Project. The Contractor can claim reimbursement for the EAR Insurance cost incurred from the Employer. Please note that the Insurance policy shall be taken in consultation with Employer, where Employer is to be named as Co-insured and a copy of the Insurance policy shall have to be furnished to Employer within 7 (Seven) Business days of the date of NTP. For all the Insurance policies (whether taken by Employer or Contractor), Contractor shall be responsible for settlement of claims with the underwriters without any liability on Employer and will arrange replacements/rectification expeditiously without awaiting settlement by insurance claim at Contractor's own cost and this shall not entitle Contractor for any extension of time provided such claim is because of Contractor's default.
- (d) Contractor shall, at its own costs, obtain and maintain, the insurance policies as stipulated below within 15 days from the Effective Date & receipt of advance and shall ensure that they remain in full force and effect until the Take Over of the Solar Project:
 - i) Workers Compensation and Employers' Liability insurance;
 - ii) Contractor's Plant and Machinery insurance; and
 - iii) such other insurance, except Erection-All-Risks insurance, as may be required by Applicable Law and Prudent Utility Practices for the Scope of Work under this Contract.

- 30.3.2 Contractor shall provide copies of the insurances under sub-Clause 30.3.1 above, along with the amendments, if any, within 10 working days of obtaining such insurances, but in any event prior to the commencement of any construction works on the Solar Project Site or dispatch of the first set of Equipment, whichever is earlier.
- 30.3.3 The insurance policies shall in no way affect, nor are they intended as a limitation of, Contractor's liability with respect to the performance of the Scope.
- 30.3.4 Irrespective of the requirements for insurance to be secured and maintained hereunder, the failure of any insurer to pay any Claims accruing, shall not affect, negate or waive any of the provisions of this Contract, including the indemnity obligations of any Party
- 30.3.5 Employer shall be endorsed as additional insured/co-insured in Contractor's insurances and there shall be a waiver of subrogation against Employer and Contractor.

30.3.6 Employer's Insurances

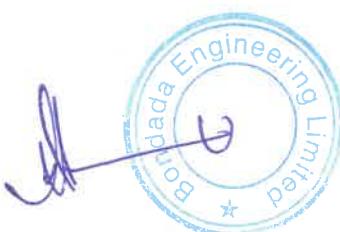
Not Applicable

31.0 Warranty:

31.1 Product Warranty

Contractor warrants that the material supplied shall be:

- a. New (not used)
- b. Strictly confirm to the Technical Specifications.
- c. free from defects.



d. fit for performance of generating Solar Power as per technical specification based on the data provided by Employer for the project.

e. the Plant/Unit or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed

31.2 During the Warranty Period, warranty terms and conditions for various equipment are as follows:

All manufacturers' warranties for Equipment and Material automatically be assigned to the Employer upon transfer of title of the Equipment and Material to the Employer in accordance with this Contract.

However, to the extent reasonably possible Contractor shall try for the maximum period of Warranties for all the major Equipment and Material.

The detailed list of warranties of various equipment shall be as per Annexure – IV

31.3 Contractor shall be relieved of its Warranty obligations in the event of any Defect to the Material caused by and/or arising out of the following events and the Warranty and/or the Repairs Warranty shall stand void in respect of the following ("Warranty Limitations"):

(a) Unauthorised modifications to or misuse or abusive operation of Material.

(b) Use of Spare Parts not authorised by Contractor.

(c) Operation of the Material not being as per Technical Specifications and O&M Manuals.

(d) Damages caused on account of Force Majeure Event including lightning.

31.4 Defect Liability Period/Services & Workmanship Warranty

The Defects Liability Period (DLP) shall be **1 (one) year for Services & workmanship** from the date of issuance of "**Taking Over Certificate**" by the Employer.

The Contractor shall, at its sole cost and risk, remedy any defect in the supplied goods appearing within the Defects Liability Period (DLP).

The defects warranty shall come into effect from the date of Commissioning. Contractor shall warrant the SPGS free from any and all defects including unseen and latent in all SPGS components and workmanship. In case of any manufacturing defect or underperformance of any SPGS component, Contractor shall guarantee supply, installation, testing and commissioning of defective project component(s) at no cost to Employer. In case of defects due to improper handling of SPGS components by O&M team as per Equipment's O&M manual as provided by Contractor then Contractor shall not be responsible for replacing/repairing any or all defects.

Any replacement made, or component repaired by Contractor shall continue to be in warranty for balance warranty period with no charge to Employer.

31.5 Contractor warrants that during the Defects Liability Period:

a) the Equipment and Balance of Plant and Civil Works shall strictly conform to the Technical Specifications, Prudent Utility Practices, work methods and Applicable Laws;

b) the Equipment and Balance of Plant and Civil Works shall be free from Defects; and

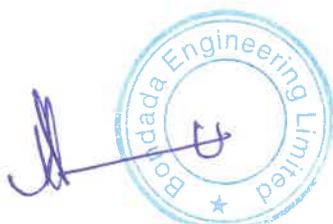
c) the Equipment and Balance of Plant and Civil Works shall be fit for purpose of supporting the Solar Project for its intended use.

The above warranties shall be continuing warranties applying throughout the Defects Liability Period

With respect to all Equipment, Contractor shall transfer/assign/novate/licence, as the case maybe, to Employer all warranties received from the equipment manufacturer upon the expiry of the Defects Liability Period.

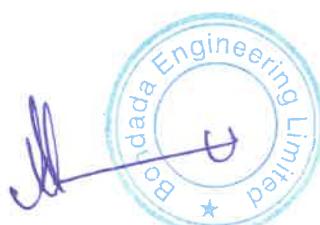
31.6 Rectification of Defects

(a) If during the Defects Liability Period, any part of the Equipment, and Balance of Plant and Civil Works is found to contain any Defect or Contractor is otherwise in breach of the Warranty, Contractor shall promptly, but not later than 48(forty-eight) hours from the time of



identification of the Defect or its notification by Employer, respond and intervene, in a manner which causes as little disruption to the operations of the Project as reasonably possible, and repair, replace or otherwise make good (as Employer, and/or Employer's Representatives determines in their discretion with the Original Equipment Manufacturers' resolution standard timelines) such Defects in the Equipment, Balance of Plant and Civil Works. If Contractor's response and intervention within 48-hours above does not rectify the Defect to Employer's satisfaction, then Contractor shall agree with Employer and/or Employer's Representatives on a Defect rectification plan within 5 days from the date of identification of a Defect or its notification by Employer, and proceed diligently to repair, replace or otherwise make good (as Employer and/or Employer's Representatives determine in their discretion with the Original Equipment Manufacturers' resolution standard timelines) the Defect in the Equipment, Balance of Plant and Civil Works.

- (b) Upon a Defect being identified in respect of the Solar Modules, the Parties shall jointly appoint a mutually agreed tier-1 independent expert, within 7 (seven) days of Employer notice of a Defect, to perform a root cause analysis investigation of such Defect. If the root cause analysis report submitted by independent expert reveals that the Defect in respect of the Solar Modules was caused by Contractor due to a Defect in Equipment, and Balance of Plant and Civil Works, then Contractor shall be liable to reimburse all costs incurred by Employer or Employer's Representative in remedying the Defect in the affected part of the Solar Project. It is clarified that if the root cause analysis determines that the Defect was caused by Contractor, then Contractor shall be liable to pay all costs of the independent expert so appointed. If, however, the root cause analysis determines that the Defect was not caused by Contractor, then Employer shall bear all costs of the independent expert.
- (c) Contractor shall ensure that, upon rectification of a Defect, the Equipment, Balance of Plant, and Civil Works complies with the Warranty. Upon rectification or replacement of a component of the Equipment, Balance of Plant and Civil Works by Contractor on account of a Defect, Employer shall be entitled to carry out a test on such component at its own cost. If basis such tests, Employer discovers that the performance of such Equipment, Balance of Plant and Civil Works has been adversely affected from the period prior to the Defect appearing, then Contractor shall be obligated to ensure that such component replaced earlier is rectified or replaced, as relevant to Employer's satisfaction.
- (d) If Contractor fails to remedy any Defects within the period mentioned in the Defect rectification plan or fails to agree with Employer and/or Employer's Representatives on the Defect rectification plan within 7 days from the date of identification of a Defect or its notification by Employer, then Employer shall have the right to carry out the Remedial Work by itself or through a third-party Contractor, at Contractor's cost. Such rectification of a Defect by Employer shall not, to the extent it was carried out in accordance with the Technical Specifications and the operations and maintenance manual, relieve Contractor of its obligations under this Contract, including its warranty obligations.
- (e) It is clarified that if the time required by Contractor to Remedy any Defect goes beyond the expiry of the Defects Liability Period, Contractor shall still be liable to rectify such Defect if such notification of Defect is given to Contractor by Employer within the Defects Liability Period.
- (f) Contractor shall coordinate with the OEMs, Employer and Employer's Representatives for repair, replacement or for otherwise making good any Defect arising in any component (except Solar Modules), wherever available.
- (g) Contractor shall coordinate with the OEMs, Employer and Employer's Representatives for Remedy of any Defects in any of the equipment by their respective OEMs excluding Solar Modules arising as a result of Defects in the Equipment, Balance of Plant Works and Civil Works or acts or omissions of Contractor. The costs for any such rectifications and remedy undertaken by the OEMs shall be borne by Contractor. Such rectification / remedy of Defects shall be carried



out by Contractor in coordination with Contractor and the OEM strictly in accordance with the manuals / documents provided by the OEM and Employer, and Technical Specifications.

- (h) Contractor shall also coordinate with and provide all support and assistance to Employer and/or Employer's Representatives until Takeover of the Solar Project in case Employer raises any warranty claims under the Equipment OEM Warranty(ies).

31.7 Extension of Defects Liability Period

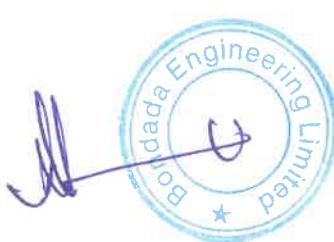
- (i) Any Equipment or a component thereof Remedied during the Defects Liability Period shall carry:
 - (i) a Warranty for the remainder of the Defects Liability Period; and (ii) a warranty for the remaining period of Equipment OEM Warranty as provided by the Equipment OEM.
- (j) In the event any component of the Equipment is replaced during the Defects Liability Period then such replaced component of the Equipment shall carry a Warranty for the remainder of the Defects Liability Period. However, such replaced component of the Equipment will be covered under an Equipment OEM Warranty for a period beyond the original Equipment OEM Warranty Period only if the Equipment OEM provides such extended Equipment OEM Warranty at its own cost and without any additional cost or expense to the account of Contractor.
- (k) Any component of the Balance of Plant and Civil Works Remedied during the Defects Liability Period shall carry a Warranty for: (i) the remainder of the Defects Liability Period; or (ii) six (6) months from the date of Remedy, whichever is later.

31.8 Procedure on expiry of Defects Liability Period

- (a) Not later than 1 month prior to the expiry of the Defects Liability Period for the Equipment and Balance of Plant and Civil Works forming part of the Solar Project, Employer shall make, in cooperation with Contractor, inspections of the Equipment and Balance of Plant and Civil Works for the purpose of determining Defects (as the case may be) which Contractor shall be responsible to rectify pursuant to this Contract (**Pre-Expiration Inspection**). Employer shall provide Contractor with 7 days' prior notice of the date on which the Pre-Expiration Inspection shall take place. Not later than 3 to 4 days after the Pre-Expiration Inspection has taken place, Employer shall prepare and deliver to Contractor the results of the Pre-Expiration Inspection in a report setting forth all such Defects which are required to be remedied by Contractor.
- (b) Upon completion of the corrections of all such Defects, Contractor shall deliver a written statement to Employer confirming such completion.

32.0 Civil Works Warranties:

- 32.1 The Contractor warrants to the Employer the implementation of the Project in accordance with the provisions of this Contract including, without limitation, as specified in the following paragraphs:
 - (i) The Contractor warrants that all the Civil Works performed by the Contractor and subContractors, including inspections performed by the Contractor and subContractors under this Contract, shall be of a good and workmanlike manner, adequate and sufficient for the purpose intended, in conformity with the Technical Specifications and other terms of this Contract and free of Defects.
 - (ii) The fabrication, construction and installation of the Civil Works shall be in accordance with the designs, drawings and specifications prepared in accordance with the Technical Specifications and all workmanship of the Contractor and SubContractors shall be in full conformity with the requirements of this Contract and free of Defects.
- 32.2 During the Warranty Period, all repairs and maintenance arising on account of any Defect in the Civil Works (excluding damages caused due to actions or inactions of Employer or lightning, over voltage outside the design limits of the protection system, normal wear and tear or a Force Majeure Event) shall be taken up by the Contractor at no cost to the Employer. If the Defect is such that it cannot be remedied at the Site, the Contractor may, with prior notice to the Employer, remove from the Site for the purpose of repair, any Civil Works or part thereof which is Defective, at the cost and risk of the Contractor and the Contractor shall cure such Defect in Civil Works or part thereof at the Site.



- 32.3 In cases where the Defect is caused to the Civil Works due to:
- (a) The opening of the Civil Works by the Employer's Representative or Employer's personnel or any third party acting on the instruction of the Employer or the Employer's Representative, in the absence of the Contractor's authorised representative or without the prior written approval of the Contractor;
 - (b) The Employer or Employer's Representative or other Contractors of Employer operating the Project in contravention of the Documents issued by the Contractor, then the aforementioned obligations of the Contractor during the Warranty Period shall not be applicable and the Contractor shall rectify the Defect at the cost of the Employer.
- 32.4 All manufacturers' warranties shall, to the extent reasonably possible, automatically be assigned to the Employer upon transfer of title of the Civil Works to the Employer in accordance with the Contract.
- 32.5 The warranties are all inclusive warranties and no other warranties of any nature, whether written, oral, implied, or statutory, including any warranty of merchantability, non-infringement, satisfactory quality, title, or fitness for a particular purpose or that would arise from course of dealing or performance are made by the Contractor.
- 32.6 The Contractor acknowledges and agrees that the Civil Works that are repaired/rectified shall become the property of the Employer.
- The warranties are subject to payment of full amounts due and payable being received by the Contractor as per the terms of this Contract.

33.0 Latent Defect Liability:

Latent Defect Liability in terms of performance agreed shall be for 5 (Five) years after completion of agreed Warranty Period (as per Annexure IV) or as per the Tender RfS document (Annexure B, point no 6) whichever is later, in the event the Equipment OEM is providing latent defects warranty for the Equipment being supplied by Contractor in relation to the Solar Project, Contractor shall ensure that such warranties are assigned to Employer, with consent of the respective Equipment OEM, acknowledging Employer's right to enforce such warranties against the Equipment OEM

For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the warranty period (excluding Modules).

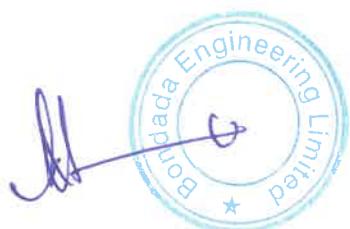
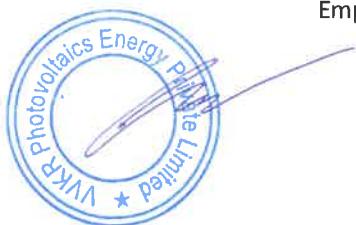
Note: Total warranty for structures including latent defect liability shall be 10 (Ten) years only.

34.0 Corporate Guarantee

34.1 Corporate Guarantee for Advance

Contractor shall furnish unconditional & irrevocable Corporate Guarantee in favour of Employer in the format to be mutually agreed, as security for advance paid by Employer and it is equivalent to the advance amount. Employer shall return the Guarantee on successful completion of supplies and on acceptance final delivery certificate, the cost of extension of Guarantee shall be borne by Employer in the event Charging is delayed due to reasons not attributable to Contractor. Employer shall have the right to invoke the Guarantee in the event.

- (a) Contractor fails to pay Delay Liquidated Damages as per above clause 6.5.9; or
- (b) This Contract is terminated in accordance with above clause 23.2.1 or 23.2.2 and Contractor fails to fulfil its obligation pursuant to clause 23.2.3, subject to furnishing the following documents to the Bank while making a demand:
 - (i) A copy of invoice/notice for payment sent to Contractor at least 15 (fifteen) days prior to the date of demand or claim under the guarantee with the statement that payment has not been received from Contractor; and
 - (ii) A letter from Employer stating that the payment claimed in the invoice/notice in (a) above/Delay Liquidated Damages due under the contract has not been received by Employer.



34.2 Contract Performance Bank Guarantee (CPBG)

[Not Used]

34.3 Corporate Guarantee for Performance Security

Contractor shall furnish Corporate Guarantee, by own or through its Parent Company, in favour of Employer, in the format to be mutually agreed from a Bank acceptable to Employer before drawal of final stage payment under this Contract/Project specific Contract, for a sum equal to 5% (five percent) of respective Project cost as a security to Employer for the performance of its obligations in relation to Product Warranty above clause 31.0, and Performance Warranty under above clause 31.0.

The Guarantee Security shall be valid for 24 months from the date of Commissioning Certificate. Employer shall return the Guarantee after the expiry of said guarantee period.

Employer has the right to drawdown the Guarantee, if Contractor fails to carry out or fulfil its obligations under clause 31.0 of this Contract, subject to furnishing the following documents to the Bank while making a demand:

- (a) a copy of invoice /notice for payment sent to Contractor at least 15 (fifteen) days prior to the date of demand or claim under the guarantee with the statement that payment has not been received from Contractor; and
- (b) a letter from Employer stating that the payment claimed in the invoice/notice in (a) above has not been received by Employer;

34.4 Guarantees (Summary):

Supply:

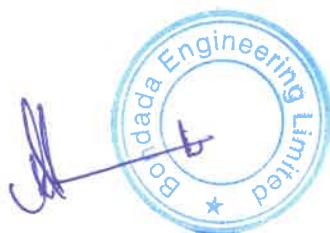
S. No.	Guarantee	To be submitted on	Valid Period
1	Corporate Guarantee for Advance: Equivalent amount of Advance	Acceptance of Contract	valid till completion of all supplies and spares with an additional claim period of 90 days.
2	Corporate Guarantee for Performance	Against issuance of HOTO	Two years from the date of Commissioning certificate issued by Employer with an additional claim period of 90 days.

E&C:

S.No.	Guarantee	To be submitted on	Valid Period
A	Corporate Guarantee for Advance: Equivalent amount of Advance	Acceptance of Contract	Valid till date of Commissioning with an additional claim period of 90 days.
B	Corporate Guarantee for Performance	Against HOTO	Valid till Two years from the date of Commissioning certificate issued by Employer with an additional claim period of 90 days.

Civil Works:

Sl. No.	Guarantee	To be submitted on	Valid Period
a	Corporate Guarantee for Advance: Equivalent amount of Advance	Acceptance of Contract	Valid till date of commissioning with an additional claim period of 90 days.
B	Corporate Guarantee for Performance	Against HOTO	Valid till Two years from the date of Commissioning certificate issued by Employer with an additional claim period of 90 days.



35.0 Approvals:

The Parties shall obtain and comply with all necessary Government Approvals and Non-Government Approvals which are required to be obtained and complied. Contractor shall comply with Government Approvals mentioned below;

- (a) All approvals & permits required for transporting Material from Ex-Works to Project site.
- (b) Payment of any taxes for transporting

36.0 Statutory Requirements w.r.to approvals:

It shall be responsibility of the Contractor to obtain the necessary approvals of Inspection authorities on behalf of the Employer, as may be required in respect of design calculations, manufacturing and erection procedure, testing as per Contractor's Scope of Work as called for under the applicable standards and/or as requested by statutory authorities.

All such documentation submitted to statutory authorities shall also be submitted to the Employer for his review.

37.0 Change in Control:

If a change in Control in respect of a Party occurs, such Party shall forthwith inform the other Party of such occurrence. Where an event of change in Control leads to the Control of the Party being with (i) an Affiliate of the Party; or (ii) a party not being a Disqualified Third Party, then the Contract shall continue in full force and effect. Where an event of change in Control leads to the Control of the Party being with any party not being a party mentioned in (i) or (ii) above, and provided that the other Party does not approve of such change in Control within 7 (seven) Business Days of notice from the Party in respect of whom such change in Control occurs, the other Party shall by notice to the Party in respect of whom such change in Control occurs, have the right to forthwith terminate the Contract in respect of the Material that have not been Supplied, without any cost or consequence occurring to the non-defaulting Party

38.0 Limitation of Liability:

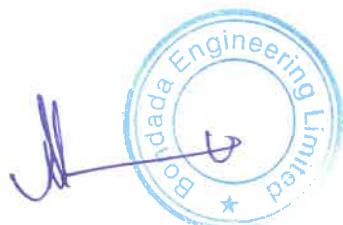
Neither Party shall be liable to the other Party for any indirect losses and consequential losses including inter-alia loss of profit or anticipated profit, loss of opportunities or loss of use, loss of production or loss of contracts or any other indirect or consequential financial or economic loss whatsoever, which may be suffered by the other Party in connection with this Contract.

Liquidated Damages towards delay in Charging post agreed grace period of one month shall be limited to maximum 5% (five percent) and Liquidated Damages towards Performance shall be limited to maximum 5% (five percent) of the Contract Basic Price. However, overall (delay & performance) liquidated damages payable by Contractor on account of any one or both the above Liquidated Damages shall be limited to maximum 10% (ten percent) of the Contract Basic Price

Notwithstanding anything else contained in the Contract, the aggregate liability of Contractor to Employer for all matters arising under or in connection with this Contract, including, without limitation, for breach of this Contract, in tort (including negligence and strict liability), by reason of indemnification, breach of statutory duty, equity or otherwise shall not exceed 100% (hundred percent) of the Contract Price ("Liability Limit"). This Liability Limit is inclusive of all kind of cost, claim, damages and penalty payable by Contractor under this Contract, except for liability from willful misconduct, criminal negligence of Contractor.

39.0 Governing Law and Language:

- 39.1 The Contract shall be governed by the laws of the Republic of India.
- 39.2 The governing language of the Contract shall be English.
- 39.3 The courts at Hyderabad shall have exclusive jurisdiction over any dispute or matter of interpretation arising out of the subject matter hereof.



40.0 Change in Law:

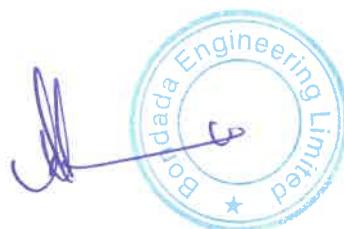
- 40.1 In the event that, after the Effective Date, there is a Change in Law that affects the costs incurred or Duties, Taxes/GST and Levies payable by Contractor, and/or sub-Contractors in fulfilling obligations under the Contract shall be to Employer's account at actuals evidenced by documentation. It is further clarified that any increase or decrease in or any new Duties, Taxes/GST and Levies due to any Change in Law shall be to Employer's account. (Employer responsible for taxes/duties in India)
- 40.2 Notwithstanding the above and Employer's rights above clause 13.2.3, in the event Contractor proposes a variation in accordance with above clause 13.2, Employer shall accept such variation and all costs and consequences of such variation shall be to Employer's account.

41.0 Construction Water and Power:

Employer shall not provide construction power and water. Contractor shall be solely responsible to arrange power and water including all consumption charges for execution of Scope of Work. Contractor shall make his own arrangements for power source and distribution of power to various working areas as per his requirements. Non-availability of power and water will not relieve Contractor of their obligations of completing the work in time. Contractor shall provide security, clean-up, sanitation, first aid, health, safety and protection for all Contractor's Personnel and SubContractor(s) and all charges in connection with the supply and consumption of water and the disposal of sewage and other waste as may be necessary for the execution of the Scope of Work. Contractor shall use the above services and utilities in such manner so as to keep their consumption within normal limits and to avoid any disruption of Employer's or Employer's networks. Utilization and consumption of these services and utilities shall be at Contractor's own risks, and Contractor shall not hold Employer liable for any failures in relation to such services and utilities.

42.0 Conflict Minerals and Hazardous Materials (if applicable):

- 42.1 Contractor shall comply with all national, state, local laws, RoHS governance and regulations governing the manufacture, transportation, export, and/or sale of Items. Contractor shall comply with all environmental, safety, health, labour and ethics laws and regulations at national, state and local levels. Neither Contractor nor any of its subsidiaries shall export/re-export any technical data, process, or product directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries) to any country for which the P.R China or any agency thereof requires an export license or other government approval without first obtaining such license. Contractor hereby represents and ensures that it does not and shall not supply to Employer any conflict minerals (materials that directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo (DRC) and adjoining countries), including Tantalum (Ta), Tin (Sn), Tungsten (W), and Gold (Au). Contractor further agrees it shall inform all of its own Contractors of this policy and undertake to ensure that such policy is complied with by its own Contractors. Employer shall have the right to audit Contractor's compliance with this provision at any time.
- 42.2 If Contractor performs any services or delivers any goods on Employer's premises, Contractor agrees to comply with all of Employer's safety and security relations and all other pertinent safety regulations imposed by law and (b) provide Employer with evidence of insurance in accordance with the minimum limits required by Employer. Contractor and its assigns, employees, representatives, subContractors, and agents agree to comply with all directives of Employer's supervisory personnel and further agree not to interfere with any of Employer's operations. Non-compliance with the foregoing may, at Employer's option, result in cancellation of this Order for cause.
- 42.3 **Hazardous Materials**
 - a) If Items provided hereunder include or use Hazardous Materials, Contractor represents and warrants that Contractor and its personnel understand the nature of and hazards associated with the design and/or use of the Items including handling, transportation, and use of such Hazardous Materials, as applicable to Contractor. Prior to causing Hazardous Materials to be on Employer's property, Contractor shall obtain written approval from Employer's site Environmental/Health/Safety organization. Contractor shall be fully responsible for and shall



indemnify Employer from any liability resulting from the actions of Contractor or its Contractors in connection with: (i) providing Items containing or comprising Hazardous Materials to Employer; and/or (ii) the use of such Hazardous Materials in providing services related to the Items to Employer.

- b) Contractor shall timely provide Employer with material safety data sheets and any other documentation reasonably necessary to enable Employer to comply with applicable laws and regulations.
- c) Contractor warrants that Items supplied to Employer comply with Employer's environmental and safety policies and procedures, and do not contain and are not manufactured with any ozone depleting substances, as those terms are defined by law.

43.0 Green Supply Chain Guidelines (as applicable)

Contractor shall follow the below guidelines at their manufacturing facilities or while procuring the material from its vendors, delivering services or planning logistics while executing this Contract

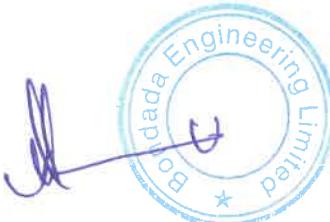
- (a) Preferring products that are eco-friendly, energy efficient and less polluting
- (b) Disposing goods to authorized agencies in environmentally friendly manner
- (c) Procuring products and services that have a minimal negative impact on the environment
- (d) Products that are water efficient and reduce water use
- (e) Less toxic products to reduce health effects
- (f) Utilizing clean technology and/or clean fuels
- (g) Monitor, evaluate sustainability performance and identify improvement opportunities
- (h) Reduce environmental footprint by means of material, energy & water conservation
- (i) Encourage logistics optimization and waste reduction using 3 R (Reduce, Recycle & Reuse)
- (j) Encourage a safe and healthy workplace for the employees
- (k) Encourage sustainability awareness and assessments at supply chain through IT enabled processes
- (l) Enhance sustainability within your own supply chain
- (m) Procurement of recycled/part-recycled products to optimize resource consumption
- (n) Procure energy efficient equipment by defining specifications in your tenders & contracts
- (o) Plan for procuring energy efficient equipment by defining appropriate specifications,
- (p) design while preparing tender documents and thus make it contractual obligation

44.0 Social accountability:

44.1 Work force management:

Contractor shall comply with all work force management labour and human rights standards, including any required audits, which shall be based on the type of product and location. Contractor and all employees and agents involved in the production, processing, or delivery of the products shall adhere to all Applicable Laws related to slavery and human trafficking as it pertains to the operation of their production facilities and their other business and labour practices. Contractor specifically represents that it adheres to all applicable local, state, national and international laws, codes, and regulations governing all aspects of doing business including those that govern health, labour and employment, discrimination, the environment and disposal, safety, building and zoning for each location and country in which it does business. Contractor represents and warrants that

- (i) all work performed for it shall be voluntary.
- (ii) its workers shall be free to leave upon reasonable notice.
- (iii) its workers, despite language, literacy, disability, or other cultural barriers,



are informed of laws affecting labour, personal health, and safety while at work.

(iv) it shall not use forced, bonded, or indentured labour or involuntary prison labour; and

(v) it is not involved in the recruitment, abduction, transport, harbouring, transfer, sale, or receipt of persons, through force, coercion, fraud, or deception. Further, Contractor shall verify its product supply chains to ensure the above statements are true with respect to the producers and providers of goods and materials used by Contractor in products sold to work force management.

44.2 Child Labour:

Contractor represents and warrants that neither it, its parent entities (if any), nor any of Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the relevant Laws of the respective country of origin, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

44.3 Sustainability:

The supplier shall adhere to the principles of sustainable development and to internationally recognized standards for occupational health and safety, environmental protection, labour and human rights as well as corporate governance. The Employer expects the supplier to adhere to the ESG Standards.

45.0 Handing Over and Taking Over (HOTO), if applicable

Handing Over and Taking over (HOTO) shall be applicable and operated as per the HOTO Procedures & Policies of Employer (which shall be finalized during kickoff/ detailed engineering stage).

46.0 Operation and Maintenance Manuals:

Contractor shall prepare an individually numbered bound volume and deliver to Employer four (4) sets (3 hard copies and 1 soft copy in the form of CD's or pen drives/unrestricted and unclassified digital format) of all major equipment and system instructions for the start-up, operation and maintenance of the Facility (collectively known as, the "Operating Manual") along with as-build drawings after handing over the plant to Employer. All Operating Manual sets shall be in the English. Subsequent to such delivery, Contractor shall update and revise the Operating Manual, as required, in order to reflect changes in operating or maintenance procedures, until the date of Final Acceptance of the facility. Contractor shall obtain all instruction and special directions required for preparation of the Operating Manual from major equipment manufacturers or vendors. The Operating Manual shall be based on relevant standards of operating practices; provided that any preliminary version of the Operating Manual may contain handwritten changes or modifications. Notwithstanding anything contained herein, the obligations of Contractor to supply Facility shall not be treated as complete until Employer has received final Operating Manual. The same should be in English.

For VVKRVVKR Photovoltaics Energy Private Limited



Authorized Signatory



For Bondada Engineering Private Limited



Authorized Signatory



Annexure I: Definitions and Interpretations

1.0 Definitions and Interpretations:

1.1 Definitions

In this Contract, unless the context otherwise requires, the following capitalised terms, together with their respective grammatical variations and cognate expressions, shall have the meaning hereunder defined. Other capitalised terms used in this Contract, but not defined, shall have the meaning ascribed to them in the Contract. Further, unless the context otherwise requires, all singular words appearing herein shall connote the plural and vice-versa.

"Act" shall mean Electricity Act-1956 or its amendments from time to time;

"AMR" means Automated Meter Reading.

"Applicable Law" shall mean any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any governmental instrumentality;

"Applicable Permits" means all permits, clearances, authorizations, consents, licenses, lease, ruling, exemption, filing, agreements, or approvals, any valid waiver, variance, order of or from any Governmental Instrumentality, court or other body having jurisdiction over the subject matter in question, and in connection with the Scope of Services/ Works to be performed hereunder as may be in effect from time to time.

"Approvals" means the permits, clearances, licenses, and consents and any other statutory approvals as may be required for establishment and operation of the Project for the Term.

"Alteration Order" shall mean an order given in writing by the Engineer In-charge to effect additions to or deletion from and alterations in the Works;

"Bill of Quantity" (BOQ) shall mean item wise description of supply items along with Quantity and price to be approved by Employer.

"BOCW Act" shall mean Building and Construction Workers Act, 1996,

"Contract" means this Agreement and **Annexes** hereto, which Annexes are by this reference incorporated herein and made a part hereof, all as the same may be amended, supplemented or modified from time to time in accordance with the provisions hereof.

"Contract period" shall mean supply of all SPG material as per schedule.

"Contractor" shall mean **BEL**, on whom the Supply Agreement is placed by Employer and shall include their legal successors and assigns, its affiliates and their respective employees, officers, directors, agents and representatives.

"CERC" shall mean Central Electricity Regulatory Commission;

"CFA" subject to meeting the qualification criteria as specified in the KUSUM C Guidelines in terms of the KUSUM Scheme, the Project would be eligible for the Central Financial Assistance ("CFA").

"CTU" shall mean Central Transmission Utility.

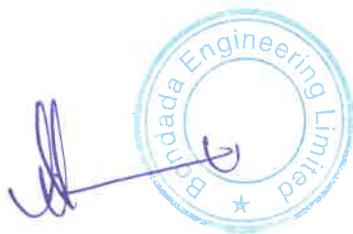
"CUF" shall mean Capacity Utilization Factor

"CEIG" shall mean Chief Electrical Inspector to Government, India

"CEA" shall mean Central Electricity Authority, a statutory body, under the Ministry of Power, Government of India;

"Change in Law" means the occurrence of any of the following after the date of execution or issuance & acceptance of the LOA/Agreement:

- a) change in the laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws); or



- b) change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive, and binding, as compared to such interpretation or application by a court of record prior to the date herein; or
 - a. the commencement of any Indian law which has not entered into effect until the date herein; or
 - b. any change in the rates of any of the indirect taxes or royalty or duties that have a direct effect on the power plant which affect the parties performance of obligations herein;

"Commission" / **"SERC"** shall mean State Electricity Regulatory Commission;

"Contracted Capacity" means the aggregated AC capacity of 50 MW produced from the Units and contracted by the Employer with MSEDCL for supply to MSEDCL at the Delivery Point from the Project.

"Contract" means this Agreement, Annexures appended hereto, and any other document identified as forming part of this Contract including any amendments thereto

"Contractor" shall mean BEL its subsidiary and its affiliates selected to execute the Supply of equipment, fixing and assembly, erection & commissioning and Civil works of Solar Power Generating System pursuance to this bid;

Defect shall mean:

- a) in respect of all SPG Material any defect, deficiency, inadequacy or damage in such Equipment, including, *inter alia*, due to improper engineering, manufacturing, handling, transportation, faulty design, workmanship or faulty materials, and shall include any non-compliance with the Technical Specifications; and

"Documents" shall mean collectively the Contract with Annexes;

"Day" shall mean the 24 hours period beginning and ending at 12.00 midnight IST;

"Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer In-charge and such other drawings as may from time to time, be furnished or approved in writing by the Engineer In-charge;

"DISCOM" shall mean a distribution licensee in the State of Government;

"Effective Date" shall mean the date of issue and acceptance of Contract by Contractor (Contractor shall accept the Contract with in seven (7) days from the issuance of Contract)

"Electricity" shall mean the electrical energy in kWh (kilowatt-hours);

"Employer" shall mean the SPV, who awarded the Contract to the Contractor.

"Engineer-In-charge" shall mean any in-house or independent consulting engineer or any person designated as such by Employer and shall include those, who are expressly authorized by the Employer to act for and on its behalf for operation of this Agreement;

"Equipment" shall mean all equipment to be supplied by Contractor under this Contract.

"Equipment OEM(s)" means the original equipment manufacturers from whom Contractor procures the relevant Equipment in relation to the Solar Project

"Equipment OEM Warranty" means the warranty provided by an Equipment OEM in relation to the Equipment.

"Equipment OEM Warranty Period" means the individual time period for Equipment OEM Warranty as provided by Equipment OEM(s) commencing from the Commissioning of the Solar Project or Deemed Commissioning, whichever is earlier, and ending on the respective dates specified in the Schedule of Contract Data



"Final Acceptance Certificate" or **"Definitive Delivery Certificate"** shall mean the certificate to be issued by the Engineer-In Charge appointed by Employer, once the specifications and tests are carried out to the satisfaction of Employer and as per the Technical Specifications;

"FQP" shall mean Field Quality Plan.

"Government Authority" means the Government of India, GoM, any other state government, any local, regional, territorial or municipal government or quasi-government, ministry, governmental department, government authority, commission, board, bureau, agency, instrumentality, executive, legislative, judicial, regulatory or administrative body or any other state utility having or purporting to have jurisdiction over the Solar Project, Solar Project Land, Evacuation Infrastructure, MERC, or any portion thereof and performance of the obligations and exercise of rights of the Parties in accordance with this Contract, or any matter arising from or in connection with this Contract or any of the Related Contracts

"GoM" means the Government of the State of Maharashtra and any agency, legislative body, department, authority, or instrumentality thereof.

"GST" Goods and Services Tax is an indirect tax levied in India on the supply of goods. The tax came into effect from July 1, 2017

"Grid Code" means the MERC (State Grid Code) Regulations, 2020, as may be amended, supplemented or modified from time to time.

"Grid System" means STU / MSEDC power transmission system / distribution system through which Delivered Energy is evacuated and distributed.

"IEC" means International Electro technical Commission; is the world's leading organization that prepares and publishes International Standards for all electrical, electronic and related technologies;

"IREDA" shall mean Indian Renewable Energy Development Agency", New Delhi;

"In writing" means that the content is expressly recorded in documents, letter, fax, electronic mail or any other method that has been agreed to by the Parties. When it refers to Parties, it must be recorded in a document signed by all.

"Key Supply Components" means PV Modules, Module Mounting Structures, Inverters, Inverter Duty Transformers, LT and HT Panels, SCADA system, Weather Monitoring Systems and AC-DC cables.

"KUSUM C Guidelines" means the 'Guidelines for implementation of Component C of KUSUM C Scheme on Solarization of Grid-connected Agricultural Pumps' dated November 08, 2019 issued by MNRE, as may be amended, supplemented or modified or consolidated from time to time and includes the consolidated guidelines dated January 17, 2024 issued by the MNRE.

"KUSUM Scheme" means the scheme notified by the MNRE in terms of the Pradhan Mantri Kisan Urja Suraksha evam Utthaan Mahabhiyaan (PM KUSUM), as may be amended, restated or consolidated from time to time.

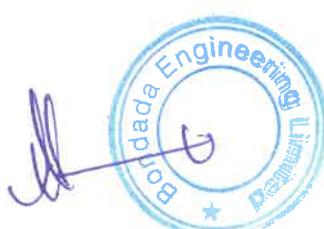
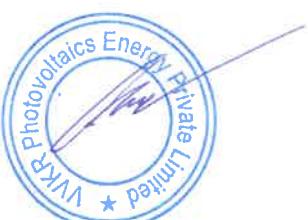
"KV" shall mean Kilovolts; **"KW"** shall mean Kilowatt; **"KWh"** shall mean Kilowatt-hour;

"KW" shall mean Kilowatt;

"KWh" shall mean Kilowatt-hour

"Law" shall mean Indian Laws which may be any valid legislation, statute, rule, regulation, notification, directive or order, issued or promulgated by any governmental instrumentality;

"Liquidated Damages" means damages to be paid by the supplier on account of delay in meeting scheduled supplies.



"MQP(s)" means manufacturing quality plan(s) provided by the Equipment OEM(s) in relation to the Equipment, as set forth in Schedule of Quality Plans

"MNRE" means Ministry of New and Renewable Energy Sources, a Central Government Ministry responsible to develop and deploy new and renewable energy for supplementary energy requirement of the country;

"Month" shall mean a calendar month according to the Gregorian calendar beginning at 12.00 midnight from the last day of preceding month and ending at 12.00 midnight on the last day of that month;

"MERC" means Maharashtra Electricity Regulatory Commission, a governing body incorporated under the Electricity Regulatory Commission Act, 1998 and existing under the Electricity Act, 2003.

"MSKVY 2.0" means the Mukhyamantri Saur Krushi Vahini Yojana 2.0 – a scheme launched for implementation of feeder level solarisation under Component C of PM-KUSUM Scheme, as notified by the Industries, Energy and Labour Department, Government of Maharashtra and as may be revised or amended from time to time.

"MFM" shall mean Multi-Functional Meter.

"MW" shall mean Megawatt;

"MWp" shall mean Megawatt peak DC;

"NTP" shall mean Notice to Proceed. The date of signing of contract will be considered as the NTP date.

"Peak Power" means the concept applied to a Photovoltaic Generator that equals the result of the current times the tension at the point of maximum power on the I/V curve of the said device, measured by officially approved and calibrated equipment, whether in the factory or in the laboratory, for standard test conditions of the Inverter.

"Performance Ratio Guarantees" shall have the meaning as defined in Technical Specifications

"Plant Capacity" shall mean the rated capacity of 50 MW AC

"Power Report" means the summary of output Peak Power of each of the photovoltaic modules which shall comply with Project Agreements.

"PG Test" shall mean Performance Guarantee Test.

"PPA" shall mean Power Purchase Agreement.

"PSS" Pooling Sub-Station.

"Schedule Completion Date" or "Completion Time Guarantee" shall mean as per the Agreement Clause No. 7.0.;

Solar Modules means solar photo-voltaic modules to be supplied by the Solar OEMs under the Module Supply Agreements

"Site" shall mean the location of the Solar Power Generating System;

"SLDC" means the Maharashtra State Load Despatch Centre as notified by the GoM.

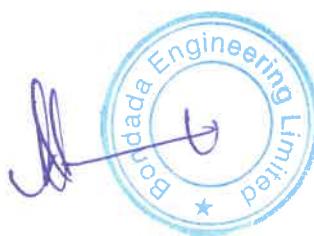
"SLD" shall mean Single Line Diagram.

"STU" shall mean State Transmission Utility

"SPV" shall mean and include SPV who is proposed to set up Solar Power Generating System

"Week" means seven consecutive calendar days;

"Working Days" or "Business Day" shall mean a day, other than Sunday or on which banks are open for general business in India.



1.2 Interpretation

In this Contract unless the context otherwise requires:

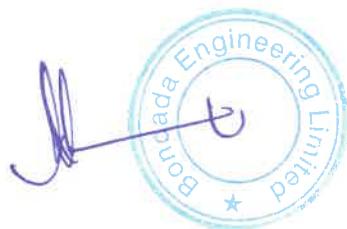
- (a) The words importing the singular shall mean the plural and vice-versa; and words importing the masculine shall include the feminine and neuter and vice-versa.
- (b) Where any word or expression is given a defined meaning, any other grammatical form of that word or expression shall have the corresponding meaning, where the context requires.
- (c) Any word or expression used in this Contract shall, unless defined or construed in this Contract, bear its ordinary English meaning.
- (d) "Recital", "Clause" and "Schedule" shall refer, respectively to Recitals of, Clauses of and Annexures to this Contract. The Annexures to this Contract shall form part and parcel of this Contract.
- (e) The headings and sub-headings in this Contract (and references to them) are included for convenience only and shall not be taken into account in interpreting this Contract.
- (f) The references to the word "include" or "including" or to the phrase "in particular", shall be construed without limitation.
- (g) The references to any Contract or deed or other instrument shall be construed as a reference to such Contract, deed, or other instrument as the same may, from time to time, be amended, varied, supplemented or novated.
- (h) Reference to indebtedness includes any obligation (whether incurred as principal or surety or otherwise) for the payment or repayment of money, whether present or future, actual or contingent.

Unless otherwise provided, whenever provision is made for the giving or issuing of any notice, endorsement, consent, approval, permission, certificate or determination by any person, such notice etc., shall be reasonably given, shall not be unreasonably withheld or delayed and shall be in writing and the words 'notify', 'endorse', 'approve', 'permit', 'certify' or 'determine' shall be construed accordingly. Where any notice, consent or approval is to be given by either of the Parties, the notice, consent or approval shall be given on their behalf only by any authorized persons as identified in this Contract.

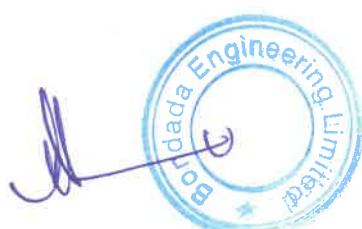


Annexure II: Division of Responsibilities

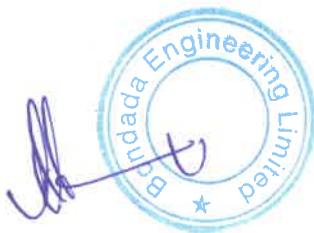
DIVISION OF RESPONSIBILITY (DOR)-R1				
The equipment and material for Grid connected Solar Power Generating System with associate system (typical) shall include, but not limited to the following:				
A	Project Approvals	Employer	EPC	REMARKS
1	PPA related matter	Y		
2	GST Registration	Y	Y	
3	Import/Export code (IEC)		Y	
4	Factory registration	Y		Documents support to be provided by Employer
5	Labour registration	Y	Y	Documents support to be provided by Employer
6	e-way bill / GST registration	Y	Y	
7	CTU/STU/ Evacuation approval / Connectivity Approval	Y	Y	Contractor to lead on behalf of Employer, with assistance, where needed, from Employer
8	PCB -Consent to establish	Y		Documents support to be provided by EPC Vendor
9	PCB -Consent to Operate	Y		Documents support to be provided by EPC Vendor
10	BOM Approval from MNRE/Nodal for custom duty exemptions as required and Obtaining MNRE Certificate for custom duty exemptions (if required)	Y	Y	Custom duty exemption is not applicable. If applicable respective party to obtain for their respective scope.
11	Metering Point SLD Approval Plant End		Y	
12	CEIG / Electrical inspector/ Statutory approvals and interfaces up to 11kv Interconnection	Y	Y	Contractor to lead on behalf of Employer, with assistance, where needed, from Employer
13	Getting the Power and Telecommunication Coordination Committee (PTCC) approval, if any		Y	
14	PSS SLD Approval		Y	
15	Plant SLD Approval		Y	
16	All statutory Fees including CEA/ CEIG Charges for Solar Plant	Y		
17	Compliance with terms & Condition of Evacuation of Approval.	Y	Y	
18	Synchronization certificate from CTU/DISCOM	Y	Y	Contractor to lead on behalf of Employer, with assistance, where needed, from Employer
19	Road Permits		Y	
20	Hazardous Waste Disposal, if required		Y	Unpacking material to be stored at safer place (to be identified)
21	Approval of Bore wells (If required)		Y	



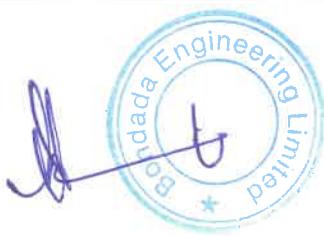
22	Blasting permits, if required		Y	Blasting is in EPC scope, permits shall be in EPC scope but Documentation support to be provided by the Employer
23	Registration under BOCW Act.	Y	Y	
24	Any other necessary approvals required for commissioning the project	Y	Y	Contractor to lead on behalf of Employer, with assistance, where needed, from Employer
B General Works				
1	Transit insurance, Workmen compensation, EAR insurance	Y	Y	
2	Topographical Survey and Contour survey (1 Meter interval)		Y	In exception situation the interval may be extended on a case-by-case basis by the Employer
3	Detailed Geo Technical Investigation Reports (including Pile pull-out and Electrical Resistivity Test (ERT).), Lateral Load test		Y	
4	Tree's cutting with clearance		Y	Tree cutting will be done by EPC, if any approval required for tree cutting to be taken by the Employer with assistance by EPC where needed
5	Bushes clearing for Complete plant area		Y	
6	Land Clearing including LT/HT lines (11kV)		Y	
7	Land cutting, grading and levelling works		Y	
8	Construction Power and Water		Y	
9	Construction of Plant Storage Yard		Y	
10	Temporary storage, security and manpower basic amenities		Y	
11	Environment, Health and Safety policy		Y	EPC to follow Employer EHS Policy
12	Civil Quality Lab Setup.		Y	List/Make of Laboratory equipment's to be approved by Employer Quality team
13	Construction Facilities for Labour such as toilets, change rooms, etc.		Y	
14	First aid station, safety and health facilities		Y	
15	Site office		Y	
C Design, Engineering, Installation, Testing & Commissioning				
DC & AC Works				
1	Solar Plant Conceptual Design, Schematics and Layout, Review and Interconnected system design		Y	
2	Solar Resource assessment and Collection of Site data		Y	



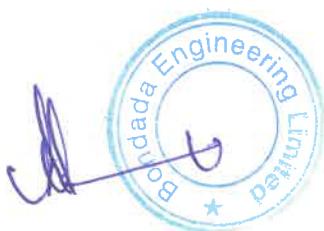
3	Energy yield Predications for project life cycle, tilt and pitch finalization		Y	
4	Design of Module Mounting Structures with associated accessories (including HDG fasteners and SS fasteners for Module erection etc.)		Y	
6	MC4 Connectors compatible with Modules and Y connector with fuse		Y	
7	DC Conduit Pipe		Y	
8	DC String & Power Cables		Y	
9	ICOG Panel with protection and metering (11kV switch gear panel)		Y	
10	Auxiliary Transformer		Y	
11	LT & HT Cables		Y	
12	Control & Communication, and Power Cables		Y	
13	SCADA up to 11kV GIS panel (power transformer LV side) supply, installation & commission of Inverter Block level RTU panels, Central PLC panel @ MCR SCADA will be placed in main control room of PSS. EPC will do cabling from inverter station to Solar SCADA system (MCR)		Y	EPC Contractor shall extend necessary support for Integration between Solar SCADA with PSS SCADA. SCADA shall comply with architecture/specifications given by Employer.
14	11kV OH Transmission Line (including Switchyard)		Y	
15	AC/DC grid Earthing, Equipment earthing and MCR Earthing as per Design requirement		Y	
16	Cable termination and jointing kits (Indoor/Outdoor)		Y	
17	Connection accessories – lugs, ferrules, glands etc.		Y	
18	Main Control Room / Station- AC Distribution Board		Y	
19	Main Control Room / Station - UPS Distribution Board		Y	
20	Uninterrupted Power Supply at MCR with minimum 3 hours backup time (As per design concept)		Y	UPS requirement for Solar Plant SCADA at MCR with at least 3hr Back up
21	Battery and Battery charger at MCR with 30 mins backup		Y	
22	Cable Tray along with Support structure/MDPE Pipe/Hume Pipe/ Conduits for cable laying wherever		Y	



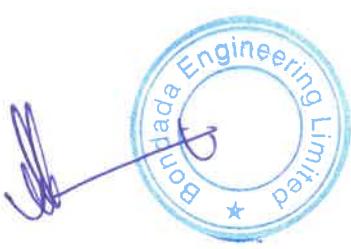
	required, Closing of MDPE Pipes with form.			
23	Weather Monitoring System		Y	
24	ESE Lightening Arresters including copper earthing flats, Earth Pits with covers of suitable ratings and arrangements of complete solar plant and including array.		Y	
25	Fire Detection alarm & protection system		Y	
26	Termination at 11kV outdoor station in PSS		Y	
27	Energy efficient peripheral/inverter room/street lights at plant end		Y	
28	Internet System for data Communication to SLDC		Y	
29	Rubber Mats for specific kV ratings		Y	
30	ABC type Fire extinguisher, Fire Alarm in MCR, switchyard		Y	
31	CO2 Fire Extinguisher		Y	
32	Sand Buckets		Y	
33	Discharge Rods		Y	
34	All other equipment's & Consumables which are required for the completion and commissioning of the project		Y	
D	Design, Engineering, Construction of Civil foundation Works under the contract			
	DC side & AC SIDE			
1	Design of Module Mounting Structure foundation including Pile load test		Y	
2	Inverter Mounting Foundation		Y	
3	Main control room foundation and Related civil works		Y	
4	Inverter duty Transformers, oil pit and fire wall foundation (if required) and other Civil works for Equipment's		Y	
5	Fencing of Transformer Yard including gates		Y	
6	LT Panel Foundation		Y	
7	HT Switch Gear/ICOG panel Foundation		Y	
8	DC & AC Side Cable Tray foundation		Y	Above ground blocks to be made for cabling. Road crossing shall be carried out by means of hume pipes.
9	WMS Foundation		Y	
10	Lightning Arrester Foundation		Y	
11	construction of Earthing pits, Earth pit chambers with covers and earthing arrangement		Y	



12	Construct Hume pipe at the required peripheral boundary wall crossing wherever required		Y	
13	Cross over of different types of cables, Road crossing with Hume Pipe		Y	
14	AC/ DC Cable trench/ Cable Tray works (As per design requirement)		Y	
15	Internal Roads (WBM) MCR to Main gate		Y	
16	Murrum road (Peripheral)		Y	
17	Lighting Pole foundations		Y	
18	Precast Pre-stressed boundary wall for Periphery		Y	
19	MCS System (including Supply, Civil foundation works and storage tank)		Y	
20	ALL other civil works which are necessary for the completion of the project		Y	
21	Site Access related works		Y	Including temporary expansion and rectification where needed to facilitate project execution
E Other Scope				
1	Security of the premises, Stores and Equipment during construction		Y	
2	Shifting and movement of materials inside the plant		Y	
3	Unloading at site, storage, inter carting on desired location from storage yard, Security and Installation of Photovoltaic Module		Y	
4	Clearing of Wastage material after completion of work and safe disposing to outside of the plant.		Y	
5	Security cabins		Y	
6	Main Gate		Y	
7	CCTV system with camera control		Y	
8	Consumable Items		Y	
9	QAP, MQP, FQP, Check list		Y	
10	Engineering approvals	Y		Need approvals by Employer
11	Master Documents list (MDL)	Y	Y	Need approvals by Employer
12	Testing & Pre-Commissioning		Y	
13	Commissioning		Y	
14	Punch points completion		Y	
15	PG Test		Y	
16	Handing Over and Taking Over (HOTO)		Y	
17	As Built drawing		Y	



Note: Item listed above are brief in nature. EPC Contractor has to carry out the works as required completion of the Solar plant(s) as required by the Employer to their acceptance.



Annexure III: General Technical Specifications for Plant Performance Measuring Procedure (PR)

1. Purpose

The purpose of this procedure is to define the process of conducting the PG test of PV Solar Plant.

2. Scope

The scope of the document is to evaluate the performance of the solar PV plant. The EPC Contractor guarantees to achieve a CUF of 21% on commissioning of the project. A corporate guarantee to the tune of 5% of the overall contract value may be assigned against the same.

3. Introduction

Performance tests on a solar power plant are carried out to determine the guaranteed performance, which are subjected to work quality of the plant, availability of the machinery and a penalty. After the construction of the plant, a series of provisional tests are conducted. The performance and acceptance test are the final tests to prove that the integrated plant will deliver the guaranteed figures, i.e., of power and reliability throughout its life expectancy at specific solar isolation as specified, tendered, contracted, and supervised during execution and finally tested and certified by EPC.

The Performance Guarantee (PG) test for a solar power generation project is a crucial part for the long-term success of the project. The parameter guaranteed i.e., daily average power output for a given daily global average radiation on a horizontal surface, determines the financial success during the commercial operation phase of the project. The comparison to the guarantees must be a well-defined process in which the guaranteed performance parameters of the plant are specified within the contractual boundaries and guaranteed operating conditions. Before conducting the power plant performance test, the methodology and allowable deviations are to be defined and agreed upon by the involved parties. This is a process in which the power plant owner and service providers are to work together to agree on the contractual boundaries, guarantee operating conditions and contractual obligation.

The following procedure must be adhered to for conducting the performance guarantee (PG test) of PV Solar Power Plant.

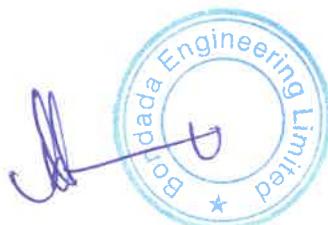
4. Requirement/readiness before commencement of the PG test

a. SCADA

SCADA system shall be operational and monitor solar radiation data (both horizontal and inclined), module temperature data, and energy generation at inverter output along with other data as per approved SCADA document.

Energy generation data from the ABT/MFM meter and the auxiliary consumption data at LV side of auxiliary transformer for each block, which is summation of all inverter blocks and control room, shall be taken manually on daily bases from the SCADA at the end of each day at 24 hours during the PG test conductance. Buyers/Employer and supplier/Contractor representatives at site will sign this jointly.

Buyers/Employer and supplier/Contractor shall ensure proper operation of SCADA and the plant equipment's before the commencement of PG test, and the data will be recorded in SCADA for 15 minutes intervals.



b. Weather sensor

The following equipment is installed in an automatic weather monitoring station for each Capacity as quoted by EPC Contractor.

- i. A calibrated Pyranometer
- ii. Wind speed and wind direction Sensor.
- iii. Module temperature sensor

Note: calibration certificates of all the sensors must be provided and should be valid.

c. One module cleaning cycle must be completed ahead of the start of PG test.

5. Solar Plant Details

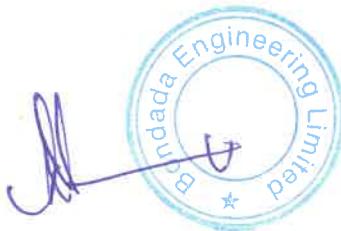
Items	Description
Plant Capacity	As agreed between Employer and the Contractor.
Solar PV modules	Reputed make approved by Employer
Solar inverters	Reputed make approved by Employer
Inverter Transformers	Reputed make approved by Employer
HT Panels	Reputed make approved by Employer
Switchyard	If Applicable
Weather monitoring station	Pyranometer, anemometer, anemoscope, temp sensor and data logger
Metering	ABT/MFM, class 0.2s at 11KV incoming at PSS

Table-1

6. PG test Demonstration process:

a. Recording of energy generation:

- i) Actual energy exported from the plant shall be noted for three consecutive months. For this purpose, the net energy exported at the 11 kV outgoing feeder shall be taken into account.
- ii) This measured value of energy as above shall be compared with "Base Generation" for the PG test
- iii) "Base Generation" for a month is the calculated generation by using the Minimum Guaranteed generation by the Contractor adjusted with a correction factor to take into account the actual average global solar radiation measured by the calibrated pyranometer for three months (Sample calculation methodology for arriving calculated base generation is produced in below table for reference)
- iv) Effect due to variation of meteorological parameters like insolation, ambient temperature, wind speed, humidity, dust etc. shall be considered



Month	Global Solar Radiation (kwh/m ² /day) (Forecasted Data provided by Meteonorm)	Guaranteed Generation MUs by the Service Provider	Measured average Global Solar Radiation (kwh/m ² /day) of the month of June	Actual measured net Energy in MUs at outgoing feeder by the Energy meter	The calculated "Base Generation in MUs	Shortfall in energy(MUs) for PG test
	(a)	(b)	by pyranometer (c)	(d)	(b x c)/a E	(e-d)
June	5.02	2.899	4.5	2.29	2.60	-0.31
July	3.88	2.315	4	1.98	2.39	-0.41
August	4.06	2.42	4.3	2.76	2.56	0.20

Energy generated shall be recorded from energy meter installed at 11kv incoming feeder at PSS on daily bases by supplier/Contractor as per prescribed format table-2 and shall be duly signed by site-in charge of supplier and verified by buyer/Client officials. The reading shall be manually recorded from the meters. Data in below mentioned tables (Table-2) shall be taken at the start and stop time as per SCADA data on the daily basis.

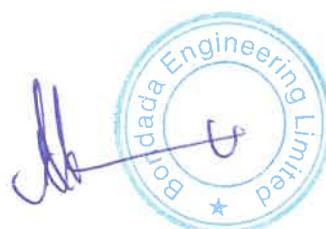
Month end reading shall be jointly signed by supplier/Contractor and buyer /Client.

ABT /MFM Meter Generation Sheet

Table-2

Notes:

- The generation data of meter would only be considered for PG test evaluation and the generation data of meter at plant end will be for reference purpose only. In case of any



malfunction/defect/mismatch of main meter, the respective meter at plant end will be considered for PG test evaluation.

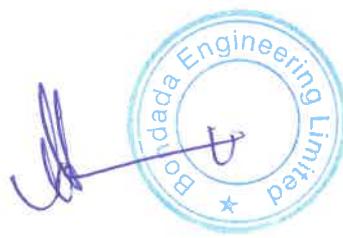
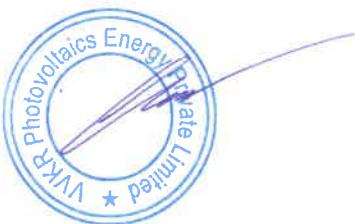
- If the test is started from intermediate date of a month, the generation and radiation targets for the applicable period will be calculated on proportionate basis.
- All reading shall be recorded in the presence of buyer/Employer representative at inverter start and stop time. After recording the ABT/MFM meter reading buyer/Employer and supplier/Contractor shall sign the document on daily basis.
- Daily reports as per table -2 shall be sent by email to buyer/Employer and site before end of every subsequent day.
- Cleaning of pyranometer radiation sensors will be carried out in line with module cleaning frequency of one entire cycle at least 30 minutes prior to sunrise by Contractor supplier. While cleaning it shall be ensured that, the tilt angle of Pyranometer is not disturbed and kept in respective tilt angle.
- Total daily solar radiation data of above 50W/m² shall be collected at every minute interval file for SCADA for calculation of PR.

Monthly breakup of expected generation and monthly PR.

Month	GII (kWh/m ²)	PR%
Jan		
Feb		
Mar		
Apr		
May		
Jun		
Jul		
Aug		
Sep		
Oct		
Nov		
Dec		
Total		

Table-3

- **Notes:**
- The PG test will be conducted after successful completion of trial operation.
- In case of interruption of PG test due to grid failure or reasons not attributable to Contractor then Import & export energy meter readings along with Pyranometer readings from SCADA shall be noted for the period (beginning & end) of such interruptions.
- Supplier/Contractor shall assign responsibility of recording daily data to a responsible personal/authority from Supplier/Contractor for example, Site in charge.
- Buyer/Employer officials will witness the smooth operation of the plant and witness the conductance of PG test.



- Buyer/Employer & Supplier/Contractor shall have the right to modify the PG Test procedure considering the ground realities and practical difficulties arrived during PG test and the same shall be recorded in joint MOM.

Duration of PR test shall be for consecutive 3 Months period and the results are interpreted on monthly basis.

Note: The Detailed Guaranteed PR as per actual Inverter data shall be finalized along with PVsyst Report during detail engineering.

7. Performance Ratio calculation

The PR measurement shall be done for 15 days, beginning on the day of the Plant's acceptance by the Client (Project Acceptance date). Time duration of the test (T) would be 14 days.

PR is calculated according to the following equation, in line with IEC 61724, wherein temperature correction of module is considered as per the below mentioned equation. Performance ratio analysis of the plant shall be done as per IEC 61724 as stated below.

$$PR_{PA} = \frac{\sum_j E_{meas,j}}{\sum_j [P_{nom} \times (I_{net} / I_{stc}) \left(1 - \frac{\beta}{100} \cdot (T_{mod,j} - T_{meas,j}) \right)]}$$

$E_{meas,j}$	Energy Measured at the tariff meter
P_{nom}	DC Capacity in kWp
I_{net}	GII measurement as recorded in SCADA
I_{stc}	GII at STC = 1
β	Temperature coefficient of Module for Power(-ve Value as per data sheet)
T_{mod}	Estimated Module temperature as per PVSYST (see Annexure 2)
T_{meas}	Actual Module temperature recorded in SCADA

8. Exclusions of data

The following time periods will not be considered in the PR calculation:

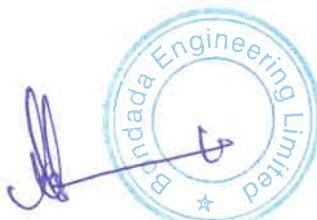
- Time Periods during which the Grid/ Utility is not available.
- Force Majeure

Under such conditions during the Acceptance Test, the performance will be calculated considering the actual availability of the grid and the plant.

9. Liability for penalty

At the end of the performance test, if PR for the test duration, as per Table -3 is not met, then the following performance limiting to the scope of supply of Supplier/Contractor shall be verified:

The plant performance from Inverter output to the tariff metering point shall be analysed as a ratio:



Total Energy recorded at tariff meter for PG test period

\sum AC kWh of all inverters in the field during PG period

If the above ratio meets or exceeds 98%, then the PG test for Supplier/Contractor shall be considered successful and no penalties shall be levied.

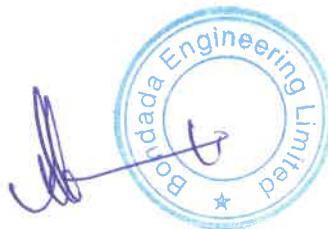
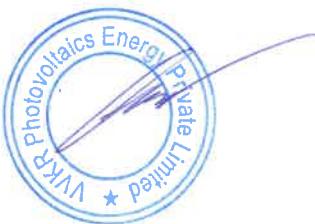
READING SHEET FOR PG TEST												PLANT WORKS				
Date	GENERATION DATA										WEATHER DATA					
	Total Active Consumption of Plant	Previous Meter Reading	Present Meter Reading	Difference	Net Export Generation	Import Generation	Net Energy	Reactive Power	Grid Availability	Plant Availability	Measured Gf	Gf During Grid Down	Net Effective Gf	Temperature of Module by PVSystem	Temperature of Module by PVPanel	Corrected Performance (%)
	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kVAR	%	%	kWh/m ²	kWh/m ²	kWh/m ²	deg C	deg C	%
[1]	[2]	[3]	[4]	[5] = [3] - [2]	[6]	[7]	[8] = [6] - [7]	[9]	[10]	[11]	[12]	[13]	[14]	[15]	[16]	

Table-4

Note: Attached Annexure-A_Daily Temperature Correction of Module as per estimated Through PVsyst (Tmod)

10. CUF Calculation:

In any Contract Year, if 'X' MWh of energy has been scheduled/metered (as applicable) at the Delivery Point for 'Y' MW of the Contracted Capacity, CUF = $(X \text{ MWh} / (Y \text{ MW} * 8766)) * 100\%$



Annexure IV: Warranties

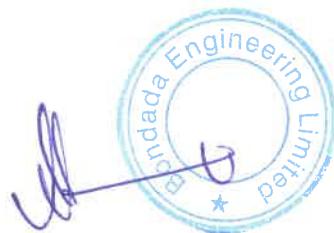
The Warranty Period, warranty terms and conditions for various equipment are as follows:

All manufacturers' warranties for Equipment and Material automatically be assigned to the Employer upon transfer of title of the Equipment and Material to the Developer in accordance with this contract.

However, to the extent reasonably possible Contractor shall try for the maximum period of Warranties for all the Major Equipment and Material.

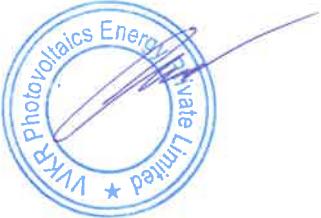
S. No	Description	Warranty Period	Standards
1	LT Switchgear, ACDB/DCDB	5 years	As per IEC
2	ICOG & HT Panels	5 years	As per IEC
3	DC & AC and communication Cables	5 years	As per IEC
4	Weather Station	5 years	As per IEC
5	HT & LT Cables	5 years	As per IEC
6.	UPS, Battery & Battery chargers	5 years	As per IEC
7.	SCADA Equipment	5 years	As per IEC
8.	ESE LA's	5 years	As per IEC
9.	MC4 / Y Connectors	5 years	As per IEC
10.	Earthing System	5 years	As per IEC
11.	HDPE Conduits	5 years	As per IEC
12.	IIVVKRtion system	5 years	As per IEC

- 1) Defect Liability Period for the Supplied Equipment and Material shall be for a period of 60 months (Sixty) from the date of endorsement by Employer of the taking over certification on a block wise basis.
- 2) All the software licences required for complete operation of the system shall be procured in the name of Owner as a perpetual licence. Yearly subscription is not acceptable.
- 3) All software used for design / calculations shall be original licences.
- 4) Dynamic short circuit test, impulse test and temperature rise test for same rating and design is required at least on one transformer/manufacturer.
- 5) Cable jointing shall be on mutually agreed basis.

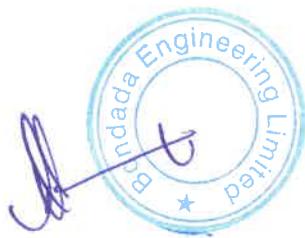


Annexure V: Inspection Test Plan

1. The Contractor shall at its own expense carry out on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.
2. The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
3. Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager (or their designated representatives) to attend the test and/or inspection.
4. The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection. If the Employer or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons and may provide the Project Manager with a certified report of the results thereof.
5. The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.
6. If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice.
7. If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time.
8. The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.
9. The Contractor agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to Sub-Clause 4, shall release the Contractor from any other responsibilities under the Contract.
10. No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.
11. The Contractor shall uncover any part of the Facilities or foundations or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.
12. If any part of the Facilities or foundations have been covered up at the Site after compliance with the requirement of Sub-Clause 10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the

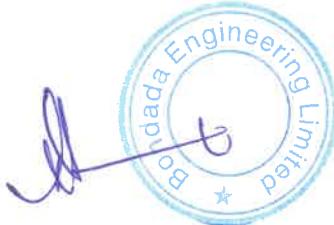


Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.



Annexure VI: Commissioning and Acceptance Procedure Checklist

1. As soon as installing the Facilities or any part thereof has, in the opinion of the Contractor, been completed as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.
2. As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall commence Commissioning of the facilities. As soon as Commissioning is satisfactorily completed, the Contractor shall so notify the Project Manager in writing.
3. Commissioning of the Facilities or any part thereof shall be completed by the Contractor as per procedures detailed in the Technical Specifications.
4. The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under Sub-Clause 4, either issue a Completion Certificate in the form specified in the Forms and Procedures section in the bidding documents, stating that the Facilities or that part thereof have reached Completion as at the date of the Contractor's notice under Sub-Clause 2, or notify the Contractor in writing of any defects and/or deficiencies. If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in Sub-Clause 2.
5. If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as at the date of the Contractor's repeated notice. If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.
6. As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
7. Upon Completion, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.



Annexure VII: Handing Over and Taking Over (HOTO) Procedure

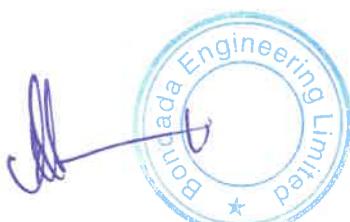
This document is from the main HOTO procedure and has been derived to establish a procedure for smooth taking over of defined Project components/WBP (work breakdown packages) from Contractor(s)/EPC and handing over of entire project to Operation and Maintenance.

There are two types of HOTO process; one is simple procedure for handoff of project packages and the other is a comprehensive HOTO process for overall project/significant project phase.

HOTO process will be initiate after successfully commissioning of project and after successful PR test. Contractor should give us written notice for HOTO, after notice Employer might start HOTO process within 15 working days. Nomenclature of all equipment's should be shared before HOTO. SOP for all equipment's required before HOTO.

1. Taking over of project components (WBPs) from executing agencies:

- 1.1. The handover takeover process (HOTO) is applicable to all individual packages of work (WBPs) given to different executing agencies. HOTO process is cumulative and at the end of the project all relevant approvals, statutory documents, procedures, testing reports, training materials and performance parameters are required to be easily accessed, verified and transmitted where required. This process is designed to enable easy operation and maintenance of projects once completed.
- 1.2. Handover parties: Executing agencies which are executing individual packages of the project. They may be suppliers, Contractors, sub-Contractors or subsidiaries.
- 1.3. Takeover parties: End user/OEM/ third party.
- 1.4. Handover takeover process consists of following items/activities:
 - 1.4.1. **WBP Handoff checklist:** It is a checklist with details/ standards of all dimensional and performance requirements of work package to be delivered by executing agency and method of establishing conformance at handoff. This is prepared for each work package by engineering department. The checklist will be handed over to the agency along with work specifications at the time of allotment of work.
 - 1.4.2. **Handoff request:** When executing agency completes the work defined in work package and confirms that the package is ready for handoff and that all performance and dimensional requirements are met, the agency makes a formal handoff request to Employer site in charge. Handoff request should be accompanied by filled in checklist and associated documents.
 - 1.4.3. **Validation process:** Employer Site in charge on receipt of handoff request organizes requisite technical team to verify and validate compliance with performance requirements. This team which may include other Contractor/executing agency members (necessary in case further work is required on the unit by a subsequent agency) verifies and tests the dimensions / performance in the manner / method specified. The team also verifies associated documents and satisfies itself that all the requirements are indeed met.
 - 1.4.4. **Takeover and signoff process:** After validation Employer site in charge and where required, subsequent executing agencies sign-off on the sign off document and formally receives handoff checklist along with associated documents. Copies of these documents are thereafter sent to document control (Refer Sec.2.5).
 - 1.4.5. Items 1.4.2, 1.4.3 and 1.4.4 together constitute HOTO event for each work package.



2. Overall Project handover /takeover for Operation:

Entire project or a phase of project is actually a set of Work breakdown Packages which will be contracted or subcontracted to various executing agencies. As soon as each WBP is completed, WBP takeover process as explained in steps 1.4.2, 1.4.3 and 1.4.4 will be executed and all related documentation will be completed. Completion of takeover process of all WBPs of the project signifies completion of entire project or defined project phase. This project / Project Phase are ready to be handed over to O&M/customer.

Once total project or a phase of project is completed, following procedure should be followed to ensure smooth handing over of the project for commissioning and operation & maintenance.

2.1. HOTO Checklists: Engineering department will prepare **project handover checklists** according to project requirements (e.g. List of Key Units, and Project Performance Parameters, Project Commissioning Checklists / reports, project commissioning procedures, as built drawings, operating Instruction manuals, maintenance manuals, key training requirements, etc. for each unit as applicable. Various agreements, CSR activity, financial closure, spares, warranties, insurance policies etc. to be addressed. License, approvals and statutory requirements to be mentioned at appropriate level).

2.2. Handover and Takeover Teams: Project Manager forms a **Project handover team** consisting of execution engineers, quality engineer and procurement officer from the project team, relevant Contractor commissioning team to complete commissioning activities and demonstrate performance and requests through Employer Project Head for designated Take-over team from O&M of Employer Subsidiary/ customer.

2.3. Pre-Handover Verification: Project handover team will fill up **Project handover checklist** by collecting all the records and documents such as Inspection reports, approvals and as-built drawings. Based on these, Employer Site In-charge:

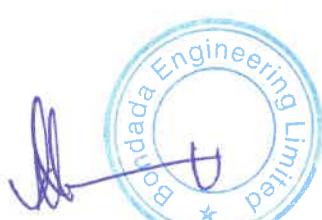
- 2.3.1. Assigns works to execution team to ensure that all problems, outstanding works and repairs are completed.
- 2.3.2. Informs principal Contractor about commissioning and performance test schedules
- 2.3.3. Instructs Contractor about immediate rectifications necessary
- 2.3.4. Generate punch list with completion deadline mentioned and agreed.
- 2.3.5. Checklist and all documents will be submitted to Engineering department for sign-off on completeness and accuracy of the items provided.

2.4. HOTO event: On completion of Pre-Handover Verification, Employer Project head organizes schedule for take-over activities. These include:

- 2.4.1. Assembling relevant hand-over team at site
- 2.4.2. Organizing performance demonstration tests
- 2.4.3. Organizing Operations and Maintenance training
- 2.4.4. Collecting Operating and Maintenance manuals and relevant drawings for hand over to operational team.

Simultaneously the O&M Head /Customer representative organizes take-over activity based on the schedule agreed with Employer Project Head. These include:

- 2.4.5. Assembling relevant take-over team at site
- 2.4.6. Taking over of plant operations at various stages physically.
- 2.4.7. Witnessing and validating performance demonstration tests



2.4.8. Ensuring that operations and maintenance training programs are conducted for O&M team.

2.4.9. Taking over Operating and Maintenance manuals and relevant drawings and documents for appropriate storage and use.

At the end of the HOTO event:

2.4.10. Project is commissioned and performance meets required parameters.

2.4.11. A punch list *is* drawn up for rectifications/ modifications required in the project to be carried out by Project Team/ Contractor.

2.4.12. O&M teams are fully appraised and capable of running and maintaining the facility.

2.4.13. All relevant documents and reports are available with Employer Document control.

At the end of the event, formal take over document is signed off and the project *is* formally handed over to O&M team.

2.4.14. A Closeout Report will include, among others, all or part of the following:

2.4.14.1. All pending matters concerning Contractor/customer.

2.4.14.2. Difference in quantities between actual and BOQ

2.4.14.3. Items remaining in inventory and their status

2.4.14.4. Equipment performance and their consumption

2.4.14.5. Lessons Learned

2.5. Document Management during HOTO:

Types of documents:

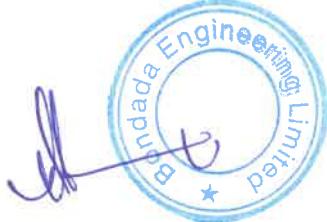
2.5.1. **Drawings and specifications-** Original from Employer under document control remain with Employer.

2.5.2. **Vendor drawings and specifications of proprietary items** to be received at the *time* of takeover and will be placed under document control at Employer and distributed subsequent executing agencies as required.

2.5.3. **Performance and test reports** received at the time of HOTO, to be placed under document control and available for examination when required.

2.5.4. Installation, commissioning, Operational, maintenance **manuals/ instructions / documents** to be received and placed under document control and distributed to appropriate executing/ operating agencies.

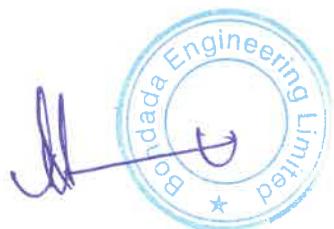
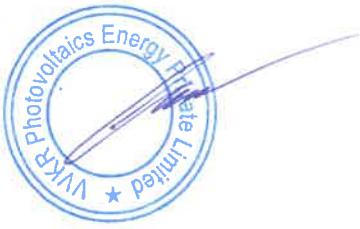
2.5.5. **Training documents:** to be received at the time of HOTO, placed under document control and available for use by appropriate personnel.



Annexure VIII: Cluster Information – Site Details and COD Timelines

1. The Commissioning timelines to be adhered to are as follows
 - a. Cluster 1 Sites – 28.02.2025
 - b. Cluster 2 Sites – 31.05.2025
 - c. Cluster 3 Sites – 31.07.2025
2. The Cluster-wise details are as follows:

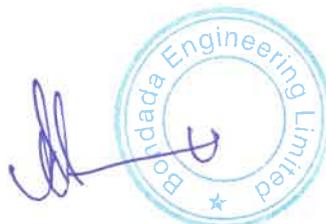
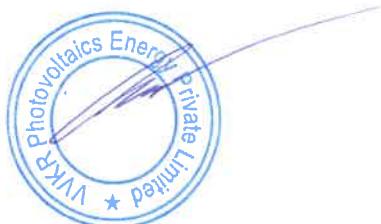
Sr. No.	District Name	Sub Station Name	Village Name	Solar Capacity (MW)
1	AMRAVATI	33 KV PAPAL SUB-STATION	Pimpri Nipani	3
2	AMRAVATI	33 KV DEOGAON	USALGAVHAN	3
3	AMRAVATI	33 KV MANGRUL SUB STN	JALGAON	3
4	AMRAVATI	33KV S/S MAHULI	Kapustalani	5
5	AMRAVATI	33 KV SHIRAJGAON	SHIRAJGAON KASBA	5
6	AMRAVATI	33/11KV NIMBHARI	Ganeshpur	4
7	AMRAVATI	33 KV SHIRALA SUB-STATION	Devra	5
8	SOLAPUR	33/11 KV JALOLI	BADALKOT	4
9	AMRAVATI	33 KV MOZARI SUB-STATION	Ankwadi	3
10	AMRAVATI	33 KV TIWSA SUB STATION	Shendurjana Kh	3
11	PARBHANI	33KV TRADHARA (RAHATI)	UKHALAD	4
12	PARBHANI	33KV G DHAMANGAON	GUGLI DHAMANGAON	4
13	PARBHANI	33 KV FARKANDA S/S	BARBADI	4



Annexure IX: Cluster-wise BBU Costs

1. The agreed upon costing for billing purposes is as follows

S. No	Description	UOM	VVKR Photovoltaics Energy Private Limited			
			Complete Project	Cluster 1	Cluster 2	Cluster 3
	No of Sites		13	4	5	4
	Total MW (AC)		50	16	18	16
	Total MW (DC)		60	19.2	21.6	19.2
A	Supply of Equipments					
1	SPV Modules incl. 3rd Party Inspection	MWp	996,660,000	318,931,200	358,797,600	318,931,200
2	MMS incl. 3rd Party Inspection	MWp	101,937,115	32,619,877	36,697,361	32,619,877
3	Inverters	MWp	80,516,475	25,765,272	28,985,931	25,765,272
4	LT Switchgears	MWp	22,000,000	7,040,000	7,920,000	7,040,000
5	Inverter Duty Transformer	MWp	70,000,000	22,400,000	25,200,000	22,400,000
6	HT Switchgear, RMU & ICOG Panels	MWp	6,000,000	1,920,000	2,160,000	1,920,000
7	Auxiliary System and Safety Accessories	MWp	8,136,009	2,603,523	2,928,963	2,603,523
8	SCADA & WMS	MWp	10,500,021	3,360,007	3,780,008	3,360,007
9	Cables	MWp	41,183,650	13,178,768	14,826,114	13,178,768
10	Earthing & Lightning System	MWp	13,325,345	4,264,111	4,797,124	4,264,111
11	Evacuation	MWp	80,904,050	25,889,296	29,125,458	25,889,296
12	IIIVKRtion system and Accessories	MWp	5,323,597	1,703,551	1,916,495	1,703,551
13	CCTV System	MWp	4,408,070	1,410,582	1,586,905	1,410,582
14	Plant Safety Equipment	MWp	1,725,999	552,320	621,360	552,320
15	Module Cleaning System	MWp	12,022,479	3,847,193	4,328,092	3,847,193
	Total-Supply		1,454,642,811	465,485,699	523,671,412	465,485,699
B	Errection & Commissioning					
1	AC & DC works	MWp	38,671,769	12,374,966	13,921,837	12,374,966
2	MCR	MWp	9,098,592	2,911,549	3,275,493	2,911,549
3	Pre cast boundary	MWp	87,360,000	27,955,200	31,449,600	27,955,200



4	Site Establishment costs (site office, store, labour camps)	Site	7,183,099	2,298,592	2,585,915	2,298,592
5	Transmission Line (ROW and Liaisioning)	MWp	31,000,000	9,920,000	11,160,000	9,920,000
	Total-ETC		173,313,459	55,460,307	62,392,845	55,460,307
C	Civil					
1	Foundations (MMS, HT,LT, IDT, Other)	MWp	64,390,464	20,604,948	23,180,567	20,604,948
2	Infrastructure	MWp	10,401,750	3,328,560	3,744,630	3,328,560
3	Site Readiness (Access readiness and Levelling works)	Site	53,130,986	17,001,915	19,127,155	17,001,915
4	Preliminary and Pre-operative expenses (Site handover, Topo Survey, DDE, Feasibility Study, Land Tests, Environmental Study, Hydrology test)	MWp	12,179,296	3,897,375	4,384,546	3,897,375
5	Insurance+ CEIG approval + Laisonig	MWp	9,000,000	2,880,000	3,240,000	2,880,000
	Total-Civil		149,102,496	47,712,799	53,676,898	47,712,799
A+B+C	Total Supply+ETC+Civil		1,777,058,765	568,658,805	639,741,155	568,658,805
13.80 %	GST		245,234,110	78,474,915	88,284,279	78,474,915
	Total Cost incl. GST		2,022,292,875	647,133,720	728,025,435	647,133,720

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