

Bhadla MiniGrid Solar 2 Private Limited

Regd off: L-11, Ground Floor, Green Park Extension, New Delhi - 110016

CIN: U42201DL2024PTC431969 Phone: 011-43438511

Ref: - Kusum/Supply and Installation Contract/002

Date: 03 June 2024

SUPPLY AND INSTALLATION CONTRACT

To

Avengers Rays Solar Private Limited
L-11, Green Park Extension,
Delhi 10016

Sub: Award for the Balance of Plant Works for various Projects located at different Locations as per details for 13.33 MWdc Kusum Solar Projects

Dear Sir,

This is with reference to the above mentioned term sheet; we, Bhadla Minigrid Solar 2 Private Limited ("Owner") are pleased to place award for this Supply and Installation Contract to M/s Avengers Rays Solar Private Limited ("Contractor") for supply of Balance of Plant (BoP) equipment, Civil and Installation works, Erection, Installation, Construction of transmission line and Testing & Commissioning of Solar Power Plant on Turnkey Basis with a cumulative capacity of 13.33 MWdc ("**Project**") on the mutually agreed terms & conditions stated hereinafter.

Scope Description	<ul style="list-style-type: none">a) Supply of all equipment (other than Solar PV Modules) for the 13.33 MWdc Solar Projects. Site wise details are given in Annexure-I.b) Make arrangements for infrastructure for development of the Project and for Connectivity with the 33/11 kV sub-station for confirming the evacuation of power by the Scheduled Commissioning date or COD, whichever is earlier, and all clearances related thereto;c) Obtaining all Consents, Clearances and Permits as required and maintaining all documents;d) Designing, constructing, erecting, commissioning, completing and testing the Power Project in accordance with the applicable Law, the Grid Code, the terms and conditions of the LOA, PPA and Prudent Utility Practices;e) Commencement of supply of power up to the Contracted Capacity to JDVVNL no later than the Scheduled Commissioning
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	<p>Date;</p> <p>f) Connecting the Power Project switchyard with the Interconnection Facilities at the Delivery Point. Make adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point. Laying of dedicated 33 kV line from Solar Power Plant to sub-station, construction of bay and related switchgear & metering equipment at sub-station where the plant is connected to the grid and metering is done;</p> <p>g) Coordinate and dealing with JDVNL / RUVITL, and other authorities in all respects;</p> <p>h) Ensure the adherence to all applicable rules regarding project registration with the State Nodal Agency (JDVNL) in line with the provisions of the applicable policies / regulations of the State of Rajasthan.</p>
Total Price	INR 21.30 Crores (inclusive of GST)
Payment terms	Refer Annexure – II
Insurance	All kind of coverage of insurances (Contractor's All Risk, workmen insurance policy etc.) will be the responsibility of the contractor and the price is inclusive of insurance cost. Contractor shall also take any Transit policy for any Local Transportation for any material/equipments from one project to another as per instructions of Engineer incharge.
Defect Liability Period	12 months from the date of completion of work after issue of satisfaction of work certification from the Owner

1. Taxes & Duties:

Work order value is inclusive of all applicable taxes or any statutory liabilities including GST. The Owner shall not be responsible for any future tax liability of the supplier.

2. Warranty

- During warranty period, replacements/repairs, if any, shall be addressed by the manufacturer /supplier.
- In case of defective modules received not meeting the specifications & Quality; the same shall be replaced at the earliest possible.
- Warranty certificates for the modules shall be issued to the owner as per below details:

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- d) On the directions/intimation of the owner, the supplier shall transfer the warranty/guarantees etc. to bankers/lender/plant owners (in case changed in future)/any other company.

3. Specifications and Testing

- a) Equipment should be as per the approved datasheet and specifications.
- b) Reports of all tests performed for all equipment must be provided by the supplier.
- c) Provisions shall be made for Inspection at the Manufacturer's facility/ or Third-Party Inspection on a random sampling basis.
- d) Make of equipment should be as per the attached Annexure 1.
- e) Drawing of boundary wall has been attached as Annexure 3.

4. Transportation and Insurance

- a) Equipment should be properly packaged for transportation ensuring no damage to the equipment during transportation.
- b) The Scope of Works is inclusive of Loading & Unloading & storage of same at different project locations as per instructions by the Site Engineer /Store In-charge.
- c) Transit Insurance for all supplied equipment is to be taken
- d) Please note that each delivery vehicle should move with the proper Packing List and Delivery Challan/E- Way Bill. It is the responsibility of the supplier to ensure the fulfilment of the compliances by the manufacturer or the supplier, relating to the movement of the equipment.

5. Site Conditions

The Contractor acknowledges that it has examined the all the project sites and has familiarized itself with the nature and location of the Work, and the general and local conditions including all conditions and considerations that would affect the accomplishment of the works thereof which shall include but not be limited to the following: -

- 1.1 Nature and Profile of land parcel and soil and physical condition of the Project Site.

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1.2 Transportation, access, disposal, handling and storage of materials.

1.3 Availability, quality and access of labor, water, electric power and road conditions.

1.4 Uncertainties of weather, climatic conditions, tides and seasons or similar physical conditions at the site.

1.5 The type of equipment, machinery and facilities required to perform the work.

1.6 Any local disturbance / interference.

6. Personnel Employed by the Contractor

- a) Contractor shall employ trained manpower and the Owner reserves the right to screen Contractor's personnel before posting them for work. The details of your manpower must be provided to the submitted to Employer upon demand for approval.
- b) Work ethics must be followed by all the employees of the Contractor at site.
- c) At all times, during the execution of work, the Contractor will be responsible for loss or damage, if any due to mishandling & poor workmanship. Cost of the same shall be recovered from the bills of the Contractor.

7. Period of Execution

The solar projects should be commissioned by 31st December 2024.

8. Labor Laws And Facility

- a) The Contractor shall timely provide all the Manpower required in connection with the Works, and shall bear all costs for their housing, and transportation during the execution of work.
- b) All the manpower employed by the Contractor for the performance of the Works shall be diligent and appropriately qualified, skilled and experienced in their respective trades or occupations.
- c) The Contractor shall, in accordance with Applicable Laws, provide personal protective equipment and make available all health, safety and security related facilities to all of the manpower working at the Project site.
- d) The Contractor shall obtain all applicable registrations and licenses, pay requisite fee, charges, levies etc. under all Applicable Laws (including all Labour Laws) and at all times comply with all Applicable Laws (including all labour laws) relating to employment.

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9. RoW Issues / Local Problems

All Local problems including but not limited to issues related to land, ROW, manpower, local groups, while executing the job shall be taken care by the Contractor only. For execution of Boundary wall, all coordinates along with demarcation of Land Boundary shall be in contractor's scope. However, owner shall provide any Logistic support & District/State Govt. authorities.

10. Construction Water & Power

Arrangement of construction water and power will be the responsibility of the contractor at his own cost.

11. Fixed Price Basis

The contract price is on Fixed Price Basis.

12. Representations & Warranties

a) The Contractor hereby represents and warrants to the Owner that:

- (i) It is duly organized and validly existing under the laws of its jurisdiction of incorporation and is qualified to do business in India, and in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary and has all requisite legal power and authority to carry on its business and to execute this Contract and to perform the terms, conditions and provisions hereof.
- (ii) The acceptance, delivery and performance by the Contractor of this Contract has been duly authorized by all requisite corporate/other requisite actions.
- (iii) This Contract constitutes the legal, valid and binding obligation of the Contractor, enforceable in accordance with the terms and conditions hereof.
- (iv) It is not in violation of any Applicable Law, which violations, individually or in the aggregate, could reasonably be expected to have an adverse effect on it or its performance of any obligations hereunder.
- (v) The delivery of the Work to the Owner shall be free from defects in design, material and workmanship and shall be fit for its intended use.
- (vi) There is no action, suit, arbitration or proceeding now pending or (to the best knowledge) threatened against it (or any of its sub-contractors, if any) before any court or administrative body or arbitral tribunal that could reasonably be expected to adversely affect the ability of the Contractor (or any sub-contractor) to perform its obligations hereunder (or under any sub-contract).

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13. Force Majeure

- a) Force Majeure event shall mean any event or circumstance or combination of the events that, wholly or partly, prevent or unavoidably delay a Party ("Affected Party") in the performance of its obligations, to the extent that such events or circumstances are not within the reasonable control of the Affected Party and could not have been avoided although the Affected Party has taken reasonable care or complied with prudent utility practices. These include:
 - (i) act of God like famine, flood, cyclone, hurricane, typhoon, tornado, earthquake, government mandated lockdown due to the pandemic/epidemic, landslide flood;
 - (ii) any outbreak of war or acts of terrorism, invasion, fire, explosion, riot, armed conflict, blockade, insurrection and/or civil disturbance or lockdown orders issued by any Governmental Authority;
- b) The Affected Party shall notify the other Party by fax / email or such other mode as specified by the other Party within 03 (three) days after the occurrence and cessation of such Force Majeure event and it shall be established by the Affected Party that the Force Majeure event had delayed performance of the Affected Party's obligations and it was beyond the reasonable control of the Affected Party and not due to the default or negligence of the Affected Party.
- c) If a Force Majeure event continues for more than 30 (thirty) days and the Parties are not able to reach an agreement on the continuation of the Contract within a further term of next 15 (fifteen) days, either Party shall have the right to suspend/terminate the Contract by providing a written notice to the other Party within 10 (ten) days from the cumulative date of 45 (forty-five) days from the date the Force Majeure event first commenced.

14. Compliance with Laws & Rules

The Contractor shall comply with all national, state, and local laws.

15. Liquidated Damages

The timely and successful delivery of supplies is the essence of the contract. In the event of the Supplier's failure to complete the supplies of acceptable quality within the stipulated delivery period without any justified reason/reply, the owner has a right to enforce liquidated damages to the Supplier @ 1% per day of delay of the unexecuted order value. However, the total liability of the supplier under this clause shall not exceed 10% of the Contract value as awarded

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16. Confidentiality

- a) This SO is confidential information to be shared between the Owner and Avengers Rays Solar Private Limited. All technical/ non-technical parameters or data/ any other specifics relating to the projects shall remain the property of the owner. Suppliers shall maintain complete confidentiality with respect to such material/data and shall not share it with any other party without the consent of the owner.
- b) All data and information developed pursuant to activities hereunder shall be the property of the Owner and it shall be free to utilize such data and information.

17. Invoices:

Scan copy of invoices shall to be sent the Owner. immediately after each dispatch, however the original invoices have to be submitted in our office within a reasonable time. Failure to submit original invoices by the supplier as mentioned may cause delay in payments. The owner shall not be held liable to such delays

All Invoices shall be raised as given below:

Bills To:	Delivery To :
M/s Bhadla Minigrid Solar 2 Private Limited KHASRA NO 557, 558, 559 & 560, SOLAR GATEWAY, SAR KI DHANI, KANSAR CIRCLE Bap. Jodhpur, Rajasthan, 342307 GST No.: 08AAMCB6376R1ZN	M/s Bhadla Minigrid Solar 2 Private Limited Delivery addresses of different sites along with capacities given in Annexure A

18. Indemnity

- a) The Contractor shall fully indemnify, hold harmless and defend the Owner, its Affiliates, representatives and the directors, agents and employees of the Owner (the “**Owner Indemnified Parties**”) from and against:
 - a) all liabilities, any demands, proceedings, losses, costs and expenses, damages, penalties, fines, claims, actions and suits, including reasonable attorney’s fees or Losses arising from physical damage to or physical destruction of property, or death of or bodily injury to any person to the extent caused by any act or omission of the Contractor or any of the sub-contractors or any of their

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respective employees, agents, representatives or others under their control (including breach by the Contractor of any of its obligations under this Contract);

- b) all Losses arising out of any of the representations and/or warranties of the Contractor being incorrect, misleading, or false or any breach of such representations / warranties by the Contractor under this Contract;
- c) all Losses arising out of any failure, default or breach by the Contractor in performing its obligations under this Contract
- d) all Losses arising from the Contractor's failure to comply with Applicable Laws and Labour Laws
- e) all Losses that may be incurred or suffered by the Owner arising out of any fraud, intentional concealment, gross negligence or wilful misconduct.

19. Set-off

The Owner may at any time set off any liability under or relating to this Contract owed by the Contractor to the Owner against any liability owed by the Owner to the Contractor under this Contract. Any exercise by the Owner of its rights under this clause (Set-off) shall be without prejudice to any other rights or remedies available to the Owner under this Contract or otherwise.

20. Anti- Bribery and Anti - Corruption

- a) Contractor does hereby warrant and undertake that:
 - (a) it has not offered, promised, given or agreed to give and shall not during the term of this Agreement offer, promise, give or agree to give to any person any bribe on behalf of the Owner or otherwise with the object of obtaining a business advantage for the Owner or otherwise;
 - (b) it shall not engage in any activity or practice which would constitute an offence under any applicable Anti-bribery and corruption laws. including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Public Officials Act, and that it shall not cause the Owner to be in breach of any of the applicable Anti-bribery and corruption laws;
 - (c) it has and during the term of this Agreement will maintain in place its own policies and procedures to ensure compliance with any applicable Anti-bribery and corruption laws;

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- (d) it shall ensure that any person who performs or has performed services for or on behalf of the Owner ("Associated Persons") in connection with this Agreement complies with this Section;
 - (e) it shall not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this Section;
 - (f) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditures in connection with this Agreement;
 - (g) from time to time during the term of this Agreement, at the reasonable request from the Owner, it shall confirm in writing that it has complied with all undertakings under this Section and shall provide information affecting this agreement, reasonably requested by the Owner to demonstrate such compliance;
 - (h) it shall notify the Owner as soon as practicable of any breach of any of the undertakings contained in this Section of which it becomes aware.
- b) Termination
In case contractor Performance is found to be not in conformity with schedule of completion & default on Performance, The Engineer In Charge reserves the right to Terminate the contract by serving a 7 days Final Notice to the contractor.
- c) Emergency Works - If the Owner has, at any time during the term of this Contract, have reasonable cause to believe that the Contractor is in breach of performance of the work, the Owner reserves the right to take over any part of the work by serving a 24 hours notice- and take over that portion of work with immediate effect by the service of written notice on Contractor. This clause is independent of any other termination rights the Owner has under this Contract.

21. Dispute Resolution

- a) The Parties agree to attempt in good faith to resolve any dispute arising out of or in connection with this Contract, whether directly or indirectly, including in relation to its interpretation expediently and amicably within 15 (fifteen) days of date of notice of dispute by an aggrieved party, to achieve timely and full performance of the Contract.
- b) If a dispute cannot be settled amicably, the same shall be finally settled under the Arbitration and Conciliation Act, 1996 and as amended from time to time, by a sole arbitrator mutually appointed by the Parties in accordance with the said act and rules framed thereunder. The seat and venue of arbitration shall be Delhi, India and

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the language shall be English. The arbitration shall be confidential and binding upon the Parties.

- c) Unless the Contract has already been suspended and/or terminated pursuant to the appropriate provisions, the Contractor shall in every case proceed with the performance of all its obligations under the Contract during and notwithstanding any dispute resolution and/or arbitration proceedings or litigation.
- d) This Contract shall be governed by and construed in accordance with the laws of India.
- e) Courts in Delhi shall have exclusive jurisdiction to adjudicate upon any issues or disputes arising out of or connected to this Contract.

Any notice or other communication, submittals between the parties in connection with this agreement shall be in writing in the English language.

22. Amendments

Any amendments or modifications to this Contract shall be in writing and shall be effective only when signed by the authorised representatives of both the parties.

23. Assignment

- a) The Owner reserves the right to assign or otherwise transfer its rights or delegate its duties or obligations to any other party under this Contract, without the prior written consent of the Contractor. The Owner may assign, transfer or create security interest over its rights, obligations under this Contract in favor of or for the benefit of any lenders of the Owner, subject to the Owner having provided a prior notice of such assignment or transfer to the Contractor. The Contractor hereby undertakes to execute at the request of the Owner, such documents as may be reasonably required to give effect to the assignment, transfer or security interest (as applicable).
- b) The Contractor shall not assign, or otherwise transfer its rights, or delegate its duties or obligations under this Contract (including by way of merger, acquisition, or operation of law), without the prior written consent of the Owner.

24. Severability

If any provision of this Contract is held to be not illegal, invalid or unenforceable, the Parties shall in good faith endeavour to amend such provision, so that the intent of this Contract may be carried out to the extent reasonably possible. The illegality, invalidity or unenforceability of any provisions of this Contract which are not fundamental to its performance shall not relieve any party from its obligations under the other provisions of this Contract, nor deprive any party of the benefits of such other provisions.

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25. Waiver

Neither Party's rights shall be prejudiced or restricted by any indulgence or forbearance extended by such Party or by any delay in exercising or failure to exercise any right and no waiver by either Party of any breach shall operate as a waiver of any other or further breach, whether of a like or different character. No waiver by either Party of any provision of the Contract shall be effective unless in writing and duly executed by an authorised representative of the Party.

26. Survival

All provisions of this Contract that are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Contract shall remain in effect and be enforceable following such expiration or termination.

This award is being given in two copies. You have sign one award copy as a token of acceptance & submit back to our office, within two days.

For Bhadla Minigrid Solar 2 Private Limited

Authorized Signatory

Order acceptance:

I hereby accept this Contract along with all its terms and conditions.

M/s Avengers Rays Solar Private Limited

Authorized Signatory

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Annexure – 1: Details of Sites and Capacities

S No	Plant Name	Capacity (MWac)	Capacity (MWdc)	Location
1	Plant No. 1 (Dholiya)	3.00	4.20	Village Dholiya, Tehsil Bap, District Jodhpur/ Phalodi
2	Plant No. 1 (Bhaguba ki Dhani)	2.52	3.53	Village Arjunpura, Tehsil Bap, District Jodhpur/ Phalodi
3	Plant No. 2 (Khepla)	4.00	5.60	Village Arjunpura, Tehsil Bap, District Jodhpur/ Phalodi
		9.52	13.33	

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Key List of Makes

S No.	Item	Makes
1	Central Inverters	TBEA , Sungrow , Sineng , Huawei , TMEIC , ABB , SMA
2	String Combiner Boxes	Eaton , Trinity touch, VNT, Skytron , Shoals , ABB , Weidmuller , SMA
3	DC Wires (upto 10 mm2)	APAR, Leoni , Lapp Kabel , Siechem, Polycab
4	DC Fuses	Cooper Bussmann , Littelfuse , Mersen , Siba
5	ESP Lightning Arrestor	Indelec Prevelectron , Nimbus , Dmsgi and JMV, JEFF, Allied
6	Surge Protection Devices	ABB , Citel ,phoenix, DEHNguard
7	Inverter Transformers	ABB , Siemens , Schneider , GE , CG Power and Industrial Solution ,Danish, Toshiba, Raychem, Hammond, Wilson,Tesla global
8	Switchgear	ABB , Siemens , Schneider , GE , CG Power and Industrial Solution , System house of ABB, SIEMENS, SCHNEIDER, Stelmec
9	Cables	Nexans ,Torrent, Apar, Polycab, KEC, KEI
10	End termination and joining kits	3M , Raychem
11	Protection Relays	ABB , Schneider , GE , Siemens
12	Trivector meters	ABB , Secure , Konzerv , L&T
13	Electronic Digital Meters	ABB , Konzerv , L&T
14	Pyranometer	Kipp & Zonnen (CMP10 or CMP11) or equivalent
15	Wind Sensor	Theisclima or equivalent
16	Ambient temperature sensor	Campbell Scientific or equivalent
17	Module temperature sensor	Campbell Scientific or equivalent
18	WMS Data logger	Campbell Scientific
19	SCADA	GE , ABB , Rockwell , Siemens , Schneider , Honeywell
20	PV Connectors	Multicontact , Bizzlink , Lumberg , Yamaichi , Phoenix contact
21	Semi-autonomous Cleaning Robots	Sunpure, Solbright, SolarLit, Eccoppia

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Annexure – II

The Contractor shall submit the detailed break-up for the supply and installation portions of the Contract.

Terms of Payment

- Contract rates are firm throughout the period of work and are not subject to any escalation for any reason.
- Tax Deducted at Source (TDS) will be deducted as applicable.
- The payment terms for the supply portion will be as follows:
 - (i) For inverters and inverter duty transformers:
 - 20% advance on placement of order
 - 70% on material ready for dispatch
 - 5% on Erection
 - 5% on Testing and Commissioning
 - (ii) For other supply items
 - 20% advance on placement of order
 - 80% upon material ready for dispatch
- For the civil, installation and erection works, subject to the terms and conditions set out in this Contract, the total Consideration shall be paid to the Contractor in the following manner:
 - (i) Running Bills –During the term of this Contract, the Contractor shall at various stages of completion of work, submit an invoice to the Owner, along with relevant supporting documents. The Owner shall make payment within 20 (twenty) Business Days of receipt of an invoice: -
 - a) approve the invoice and pay 95% of the invoice amount (“**Payable Amount**”) while the balance 5% of the invoice amount shall be treated as Security & shall be released after completion of Defect Liability Period. Any payment made to the Contractor shall be less of any necessary deductions or adjustments in accordance with Applicable Law or this Contract; or
 - b) issue a notice to the Contractor disputing the invoice and directing the Contractor to issue a revised invoice, after rectifying the errors or discrepancies identified by the Owner. The Contractor shall submit a revised invoice to the Owner after rectifying the errors or discrepancies identified by the Owner and this process shall be repeated until the Owner approves the

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invoice and issues the payment. However, if part of the invoice is correct then the payment to that part shall be made 20 business days.

c) Material reconciliation submitted along with invoice.

(ii) Defect Liability Period - Defect Liability Period is 6 months.

(iii) TDS shall be deducted as per the Applicable Laws and the TDS certificate will be issued to the Contractor.

(iv) No additional payment shall be made for any repetition of Works to be carried out for reasons solely attributable to the Contractor.

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Annexure – III – Boundary Wall Drawing

