

Bhadla MiniGrid Solar 2 Private Limited

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

CIN: U42201DL2024PTC431969 Phone: 011-43438511

Ref No. Kusum/Supply Contract/001

Date: 29th June 2024

SUPPLY CONTRACT

To,

Avengers Rays Solar Private Limited

L-11, Green Park Extension

New Delhi 110016

Sub: Supply Order for the Supply of Solar Modules for 13.33 MWdc Kusum Solar Projects

Dear sir,

We Bhadla Minigrid Solar 2 Private Limited ("Owner") are pleased to place this Supply Order (SO) to Avengers Rays Solar Private Limited ("Supplier") for the captioned subject on following terms & conditions:

Material Description	Supply Order for Supply of Solar PV Modules for 9.8 MWdc Kusum Solar Projects, at different locations as per details attached along with Annexure 1
Total SO Amount	INR 26.42 Crores (Inclusive of GST)
Quantity & Specifications	Refer to the Annexure 1
Payment terms and Warranties	Refer to the Annexure 2
Freight & Transit Insurance	Contract Price is inclusive of Freight and Transit Insurance
Delivery	Refer to the Annexure 1

1. Taxes & Duties:

Supply Contract price 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:

Bhadla Minigrid Solar 2 Private Limited
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- On the directions/intimation of the owner, the supplier shall transfer the warranty/guarantees

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etc. to bankers/lender/any other group 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.

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 by Supplier & is in Suppliers Scope.
- 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. 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.

6. Confidentiality

- a) This SO is confidential information to be shared between the Company 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.

7. Arbitration:

All disputes arising in connection with this Agreement/ Purchase Order shall be finally settled and governed by the provisions of Arbitration and Conciliation Act, 2015 with amendments thereof. The arbitration panel shall consist of a sole Arbitrator to be appointed by the Owner.

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The award of the arbitrator shall be final and binding on both Parties. The place of arbitration shall be New Delhi. The proceedings shall be conducted in English language.

This order and its terms & conditions shall be governed by and construed in accordance with Indian law and shall be subject to jurisdiction of the Courts of Delhi only.

8. Invoices:

Scan copy of invoices shall to be sent to 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-1

This award is being given in two copies. You have sign one award copy as a token of acceptance & submit back to our office. Supplier is requested to send a counter-signed copy of the order within 2 days as a token of your unequivocal acceptance of the same.

**For Bhadla Minigrid Solar 2 Private Limited
Limited**

For Avengers Rays Solar Private

Authorised Signatory

Authorised 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	

Module Specifications

- Type of module - N-type Topcon Solar PV Module
- Capacity – 580 Wp or higher
- Make – ALMM approved Tier 1 Manufacturer only (Waaree, Vikram Solar etc.)

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Annexure 2: Payment and Delivery Terms

1. Payment terms - 25% advance and 75% upon dispatch.
2. Delivery – on or before 30th November 2024 (staggered delivery schedule shall be communicated by 14th August 2024).
3. Performance Warranty - 25 years.
4. All prices inclusive of Freight and Insurance on FOR basis.
5. Payment invoices to be sent to Head Office.
6. Delivery Challans to be submitted at site.
7. Goods damaged during Freight or unloading shall be replaced immediately, free of cost.