

PROFORMA OF "CONTRACT AGREEMENT"
(To Be Executed On Non-Judicial Stamp Paper of Value Rs. 200/-)

This agreement made on thisday ofTwo thousandbetween Karnataka Solar Power Development Corporation Limited having its Office atIndia (hereinafter referred to as a "Owner" or KSPDCL which expression shall include its administrators,) on the one part and M/shaving its registered Office at(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS KSPDCL desirous for Shifting, dismantling and re-arranging of DTC, 11 KV & LT lines and arranging power supply to IP sets passing through 2000 MW Pavagada Solar Park in Rayacherlu and Tirumani Villages on TTK basis as per its Enquiry No. KSPDCL/F-33/2016-17/TTK-22 dated 23-06-2017.

AND WHEREAS....."X"had participated in the above referred bidding in consortium with...../ withvide their proposal No.dated.....and KSPDCL awarded the contract to....."X"on Terms and Conditions of bid documents referred to therein, which has been accepted by "X"resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

KSPDCL has awarded the contract to "X"for the work of.....on the Terms and Conditions contained in its letter of award/letter of intent (as applicable) no..... dated..... for Shifting, dismantling and re-arranging of DTC, 11 KV & LT lines and arranging power supply to IP sets passing through 2000 MW Pavagada Solar Park in Rayacherlu and Tirumani Villages on TTK basis and the documents referred to therein. The award has taken effect from the date of aforesaid letter of award/letter of intent (as applicable). The terms and expressions used in this agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding article.

2.0 Contract Documents:

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Document").

- i) KSPDCL's bidding documents in respect of enquiry no. datedconsisting of Invitation of Bid, Instructions to Bidders, General Conditions of

Contract, etc., and including all amendments issued vide its letter (s) no.(s)dated (Part-I)

- ii) "X"s proposal no.....dated.....along with Proposal Sheets, Data Requirement Sheets, Payment Terms, Works Schedules submitted by "X" entitled as "....."(Part-II)
- iii) Agreed minutes of the meeting held on.....between KSPDCL & "X" (Part-III)
- iv) KSPDCL's Letter of Award/Letter of intent (as applicable) No.....dated..... duly accepted by "X" (Part-IV)
- v) Quality plans for manufacturing and field activities entitled as 'Quality Plan". (Part-V)
- vi) Contract Activity Chart (Part-VI)

All the aforesaid contract documents shall form an integral part of this agreement, in so far as the same or any part conforms to the bidding document (Part-I) and what has been specifically agreed to by the Owner in his letter of award/letter of intent (as applicable). Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-II) but not agreed to specifically by the Owner stands withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid contract documents shall be referred to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The scope of contract, consideration, terms of payment, price adjustment, taxes wherever applicable, insurance, penalties, performance guarantee and all other Terms and Conditions are contained in KSPDCL's letter of award/letter of intent (as applicable) nodated..... for Shifting, dismantling and re-arranging of DTC, 11 KV & LT lines and arranging power supply to IP sets passing through 2000 MW Pavagada Solar Park in Rayacherlu and Tirumani Villages on TTK basis read in conjunction with other aforesaid contract document. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the agreement.

3.2 The scope of work shall also include Shifting, dismantling and re-arranging of DTC, 11 KV & LT lines and arranging power supply to IP sets passing through 2000 MW Pavagada Solar Park in Rayacherlu and Tirumani Villages on TTK basis of all such items, which are not specifically mentioned in the contract documents, but which are needed for successful, efficient, safe & reliable operation of the equipment unless otherwise specifically excluded in the specifications under 'exclusions' or letter of award/letter of intent (as applicable).

3.3 Time Schedule:

3.3.1 Time is the essence of the contract. The time schedules shall be strictly adhered to and "X" shall perform the work in accordance with the agreed schedule as given in LOA/LOI (as applicable) /DWA/approved Activity Chart.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the approved quality plans. The work beyond the customer's hold points will progress only with the Owner's consent. The Owner will also undertake quality surveillance and quality audit of the Contractor's / Sub-Contractor's works, systems and procedures and quality control activities. The Contractor further agrees, that any change in the quality plan will be made only with the Owner's approval. The Contractor shall also perform all quality activities, inspection and tests agreed with the Owner to demonstrate full compliance with the contract requirements.

3.4.2 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractor's and its Sub-Contractor's quality systems and manufacturing activities.

These shall include but not limited to the following:

- i. Relevant plant standards, drawing and procedures.
- ii. Detailed quality assurance system/ manuals for manufacturing activities.
- iii. Storage procedures and instructions regarding Welding, NDT, Heat Treatment prior to commencement of manufacture.
- iv. Complete set of log sheets mentioned in the quality plan.

3.4.3 It is expressly agreed to by the Contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the agreement

3.4.4 "X" agrees to submit quality assurance documents package to KSPDCL for review and record after completion and within three weeks of despatch of material.

The Package will include the following:

- i) Factory test result/ inspection report for testing required by this contract or applicable codes and standards.
- ii) Two copies of inspection reports duly, signed by quality assurance personnel of both KSPDCL and "X" for the agreed customer hold points.
- iii) Report of the rectification works where and if applicable.

3.5 It is expressly agreed to by the Contractor that the contract is on single source responsibility basis and the Contractor is bound to perform the total contract in its entirety and non-performance of any part or portion of the contract shall be deemed to be a breach of the entire contract.

3.6 The contractor guarantees that the equipment under the contract shall meet the ratings and performance parameters as stipulated in the BESCOM technical specifications and in the event of any deficiencies found in the requisite performance figures, the Owner may at its option reject the equipment or alternatively accept it on the Terms and Conditions and subject to levy of the penalties in terms of contract documents. The amount of penalties so

leviable shall be in accordance with the contract document and the total penalty levied shall not exceed the total contract value.

- 3.7 It is further agreed to by the Contractor that the contract performance guarantee shall in no way be construed to limit or restrict the Owner's right to recover the damages/ compensation due to short fall in the equipment performance figures as stated in para 3.6 above or under any other clause of the agreement. The amount of damages/ compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and/or otherwise.
- 3.8 The contract performance guarantee furnished by the Contractor is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the Owner and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.
- 3.9 This agreement constitutes full and complete understanding between the parties. It shall supersede all prior correspondence. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.
- 4.0 Settlement of disputes:
- 4.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement, shall be decided by a competent Court at Bangalore.

4.2 Notice of Default:

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

5.0 Joint/Several Responsibility: VOID

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Bangalore.

WITNESSES:

1. (Owner's signature)
(Printed Name)
2..... (Designation)
(Company's Stamp)

1. (Contractor's signature)
(Printed Name)

2.....

(Designation)
(Company's Stamp)

1.

(Consortium Partner's signature)
(Printed Name)

2.....

(Designation)
(Company's Stamp)