

“MEMORANDUM OF AGREEMENT”

1. **First Party (Consumer Name with address) :**

.....
.....

2. **Name of the Firm with address :**

M/s

3. **Work Order No. & Date:**

4. **Work Order Value : Rs. per kWp**

Sl. No.	Particulars	Rate (Rs.)
1.	System Cost including taxes	
2.	Cost of Installation & commissioning including taxes	
3.	Rate for 5 years MPWC	
	Total Cost of Work Order	

This Agreement made on day () of , 2018 between **Mr./Mrs.** **resident at**, **Imphal, Manipur - 795001** [hereinafter referred to as the ‘**Promoter**’ or “ **Consumer**” which expression shall include its administrators, successors, executors and permitted assigns] of the one part and **M/s**, a company incorporated under the Companies Act, 1956 **or proprietorship firm registered as SSI or NSIC** having its Registered Office at, India [hereinafter referred to as the

'Contractor' or " Firm" which expression shall include its administrators, successors, executors and permitted assigns] of the other part.

WHEREAS consumer desirous of installation of kWp grid interactive rooftop solar PV power plant on the rooftop against EOI No. 4/SPP/RT/MANIREDA/2017-18, dated 19.08.2017 AND WHEREAS M/s had participated in the above referred bid vide their Proposal No., and notified vide MANIREDA No.....date..... as empanelled firm on terms and conditions of the documents referred to therein, which have been acknowledged by the Firm resulting into a "Contract".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 Article

1.1 Award of Contract:

MANIREDA has empanelled the firm **M/s** for the work of supply, erection, testing and commissioning including warranty, operation & maintenance for 5 years of grid interactive rooftop solar PV power plant of various capacities in the State of Manipur at different private / residential / commercial sites in Manipur on the terms and conditions contained in its EOI No. 4/SPP/RT/MANIREDA/2017-18, dated 19.08.2017 and the documents referred to therein. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the 'Contract Documents' 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 Documents").

- i) MANIREDA's EOI Document issued vide its letter No. 4/SPP/RT/MANIREDA/2017-18, dated 19.08.2017 consisting of Invitation to Bid, Information to the Firm / Bidder.
- ii) MANIREDA's Technical Specifications vide its Bid Document No. 4/SPP/RT/MANIREDA/2017-18, dated 19.08.2017.
- iii) MANIREDA's Letter of empanelment No. 4/SPP/RT/MANIREDA/2017-18, dated 19.08.2017

All the aforesaid Contract shall form an integral part of this agreement, in so far as the same or any part conforms to the Bid Document. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement'.

3.0 Payment Terms :

- 3.1 70% of the total work order value shall be released by the Promoter/beneficiary against delivery of goods to the premises of the promoter in full and in good condition and successful installation, commissioning of the grid connected solar power plant including integration to grid, all the installed system conforming the technical specification as specified in this EoI and spot verification by MANIREDA, and release of applicable capital subsidy by MANIREDA.
- 3.2 20% of the work order value shall be paid after three months of successful installation, commissioning of the grid connected solar power plant including injection to grid and necessary energy readings be recorded.
- 3.3 10% of the total contract value shall be retained as security deposit during the 5(five) years performance warrantee and maintenance period and shall be paid against satisfactory performance of the Solar PV Power Plant. This amount shall be paid by the purchaser in 5 equal annual installments, starting from completion of one year from the date of Commissioning at site. The firm shall have to submit annual

performance & functionality report to Purchaser and MANIREDA for the release of annual payments. Other payment terms and conditions in the EOI remain the same.

4.0 Time Schedule/Schedule Date of Completion:

The Contractor shall provide full programme chart for execution of work and prior information should be made to MANIREDA. He should give periodical report on Progress of Work to MANIREDA during installation and MANIREDA shall be monitoring till integration of the power plant to the grid. The installation work should be completed within 10 days from the date of confirmation of the Work by the Promoter and thereafter signing this agreement.

5.0. Security of the Power Plant & Materials/Equipment:

The security of the power plant and equipment will rest with the Contractor during supply, execution of installation & commissioning work. Consumer shall, in no case be held responsible for any loss, damage or theft of materials/equipment of the power plant etc. Any loss, damage or theft of materials/equipment must be replaced by the Contractor during this period. (i.e. the period during the custody of Contractor/Firm).

6.0 Maintenance & Performance Warranty Contract (MPWC):

The Maintenance & Performance Warranty Contract (MPWC) shall be as described below:

- i) Maintenance of Solar Photovoltaic Power Plant would include wear and tear, overhauling, machine breakdown, insurance, and replacement of defective modules, inverters, energy meters, spares, consumables & other parts for a period of 5 years.
- ii) Any fault/defect occurred on the plant shall be intimated to the Firm as well as MANIREDA within 24 Hours. Any minor or major fault shall be rectified by the Firm immediately and shall be submitted to MANIREDA also as soon as the fault is rectified.
- iv) During operation and maintenance period, if there is any loss or damage of any equipment/component of the power plant due to mishandling/mismanagement or due to other reasons, whatsoever, the contractor shall be responsible for immediate replacement/rectification. The damaged component may be repaired, if it is understood after examination that after repairing, the performance of the component shall not be degraded, otherwise the defective component shall have to be replaced by new one without any extra cost.
- v) The deputed personnel of the contractor at the Solar Power Plant shall maintain and record the import and export energy data (from the meter) in a Record/Log Book of the plant and shall furnish a performance and functionality report of the Power Plant both to the Promoter and MANIREDA.
- vi) Cleaning of Solar PV modules shall be the sole responsibility of the Consumer.

7.0 O & M Training:

The contractor shall train the consumer focusing on operation and maintenance of the Grid connected Solar Power Plant, troubleshooting etc. in order to facilitate easy operation & maintenance after MPWC period is over. Printed leaflet/literature shall be made available in English by the contractor regarding the operation and maintenance of the Solar Power Plant.

8.0 Warranty:

The whole system should be warranted for 5 years and the solar module provided should have a performance warranty of 90% of the rated output at the end of 10 years and 80% at the end of 25 years. Warranty Card of all components supplied (SPV modules, Inverter, Meters etc.) must be provided to the consumer. It must indicate the Sl. No., Model No., Make, Year of manufacturing etc. for every component. The Firm should furnish the above Warranty Cards and photos of materials supplied to claim payment along with bill of materials.

9.0 Arbitration:

Any disputes or differences, whatsoever, arising between the parties out of or in relation to the installation and operation or effect of this contract or breach thereof shall be settled amicably, otherwise, the same shall be settled by arbitration in the court within the jurisdiction where power plant is located.

10.0 Cancellation of the Contract:

The promoter/ consumer will be at liberty to terminate in part or full the awarded contract without prejudicing its rights and affecting the obligations of the Contractor by giving seven (7) days notice in writing in the following events:

- (a) If the Contractor is found defaulter for delayed supply or failure to deliver satisfactory performance or supply of substandard materials.
- (b) If the Contractor fails to comply with the provision(s) of the contract including the responsibilities to fulfill the 5 years maintenance and performance warrantee contract as per the provisions mentioned by MANIREDA.
- (c) If the Contractor is involved in any action of moral turpitude.

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 Imphal.

WITNESS

1.

(Name of the Consumer)
Address of installed site

1.

(Name of the Contractor)
Address
Contact No.