

OPERATION AND MAINTENANCE AGREEMENT

FOR THE 1 MW GRID-CONNECTED CANAL-TOP SOLAR PV POWER PLANT

Gollavanitippa Village, Bhimavaram Mandal, West Godavari District, Andhra Pradesh

BETWEEN

NEW & RENEWABLE ENERGY DEVELOPMENT CORPORATION OF ANDHRA PRADESH LIMITED

("NREDCAP")

AND

[NAME OF CONTRACTOR]

("Contractor")

Agreement Date: [●]

Effective Date: [●]

Tender Notice No.: NREDCAP/ Canal top SPV/O&M/60C/2026-27, Dt. 11.09.2027

Letter of Award No.: [●]

AGREEMENT PARTICULARS

Particular	Details
NREDCAP	New & Renewable Energy Development Corporation of Andhra Pradesh Limited, 12-464/5/1, River Oaks Apartments, CSR Kalyana Mandapam Road, Tadepalli, Andhra Pradesh, PIN 522501
Contractor	[Legal name, constitution, registration number and registered address]
Plant	1 MW grid-connected canal-top solar PV power plant at Gollavanitippa Village, Bhimavaram Mandal, West Godavari District, Andhra Pradesh
Contract Period	Five (5) years from the Effective Date, unless terminated earlier in accordance with this Agreement
Annual O&M Contract Price	INR [●] plus / inclusive of GST as specified in Schedule 6
Performance Security	INR 2,50,000, in the form and for the validity specified in the IFB
NREDCAP Representative	[Designation / name / contact details]
Contractor Representative	[Designation / name / contact details]

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OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (“Agreement”) is made on [●] at [●].

BETWEEN

New & Renewable Energy Development Corporation of Andhra Pradesh Limited, a company incorporated under the Companies Act, 1956 / 2013, having its registered office at 12-464/5/1, River Oaks Apartments, CSR Kalyana Mandapam Road, Tadepalli, Andhra Pradesh, PIN 522501 (“NREDCAP”, which expression shall, unless repugnant to the context, include its successors and permitted assigns);

AND

[Name of Contractor], a [company / LLP / partnership / proprietorship] organised under the laws of India, having its registered office at [●] and [corporate identification / registration number] [●] (“Contractor”, which expression shall, unless repugnant to the context, include its successors and permitted assigns).

NREDCAP and the Contractor are individually a “Party” and collectively the “Parties”.

RECITALS

- A.** NREDCAP owns the Plant and issued the IFB for a five-year non-comprehensive operation and maintenance contract for the Plant.
- B.** The Contractor submitted its Bid and represented that it possesses the qualifications, licences, resources and experience required to perform the Services.
- C.** NREDCAP accepted the Bid and issued the Letter of Award dated [●].
- D.** The Parties now wish to record the terms governing operation and maintenance of the Plant.

NOW, THEREFORE, in consideration of the mutual covenants set out below, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

Capitalised terms used in this Agreement have the meanings assigned below or in the IFB.

“Applicable Law” means all laws, statutes, codes, rules, regulations, notifications, permits, binding directions and orders in force and applicable to a Party, the Plant or the Services, including amendments, re-enactments and successor legislation.

“Baseline Condition Report” means the jointly signed report under Clause 10 recording the condition, defects, generation data, inventory, open work and operating status of the Plant on handover.

“Breakdown” means an unplanned failure or abnormal condition affecting safety, availability or operation of the Plant.

“Contract Period” means the period stated in the Agreement Particulars.

“Contract Price” means the Annual O&M Contract Price and other amounts expressly payable under this Agreement.

“Contract Year” means each consecutive period of twelve months from the Effective Date, with the final Contract Year ending on expiry or termination.

“Contractor-Controllable Plant Availability” means availability calculated in accordance with Schedule 3 after excluding Excluded Events.

“Day” means a calendar day, unless expressly stated to be a Working Day.

“Effective Date” means the date stated in the Notice to Proceed or, if none, the date agreed in the Plant Handover Certificate.

“Emergency” means an event involving actual or imminent danger to life, property, the Plant, grid security or the environment requiring immediate action.

“Excluded Event” means an event listed in Schedule 3 that is not attributable to the Contractor and is excluded from performance calculations.

“Force Majeure Event” means an event meeting the requirements of Clause 22.

“Good Industry Practice” means the degree of skill, diligence, prudence and foresight reasonably expected from an experienced operator of a comparable grid-connected solar plant in India.

“Major Spare” means equipment or a component identified as NREDCAP-supplied in Schedule 2, excluding routine consumables.

“Personnel” means the Contractor’s employees, workers, agents and personnel of approved subcontractors.

“Plant” means the existing 1 MW grid-connected canal-top solar PV facility described in Schedule 1.

“Services” means all obligations of the Contractor under this Agreement and Schedule 1.

“Site” means the Plant premises and areas made available for performance of the Services.

“Working Day” means a day other than a Sunday or public holiday observed by NREDCAP at Tadepalli.

Headings are for convenience only. Singular includes plural and vice versa. “Including” means “including without limitation”. References to Clauses and Schedules are to this Agreement. A requirement to obtain approval means prior written approval, and approval does not relieve the Contractor of responsibility unless this Agreement expressly provides otherwise.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

2.1 The following documents form the Contract:

- (a) this Agreement and its Schedules;
- (b) the Letter of Award;
- (c) corrigenda and written clarifications issued by NREDCAP;
- (d) the IFB;
- (e) the accepted Technical Bid, excluding deviations not expressly accepted; and
- (f) the accepted Financial Bid.

2.2 For inconsistency, the order in Clause 2.1 applies, except that a later document expressly amending an earlier document prevails to the stated extent. The Contractor shall promptly notify NREDCAP of any ambiguity and shall not take advantage of an apparent error or omission.

3. APPOINTMENT, EFFECTIVE DATE AND CONTRACT PERIOD

3.1 NREDCAP appoints the Contractor, on a non-exclusive basis, to perform the Services, and the Contractor accepts the appointment.

3.2 The Agreement takes effect on signature. Service obligations commence on the Effective Date.

3.3 The Contract Period is five years. No extension arises automatically. Any extension must be approved by NREDCAP in writing and documented before expiry, in compliance with Applicable Law and procurement requirements.

4. CONDITIONS PRECEDENT AND MOBILISATION

4.1 Before the Effective Date, the Contractor shall furnish: (a) the Performance Security; (b) valid insurance certificates; (c) the electrical contractor licence and competency permits required by Applicable Law; (d) Personnel deployment and shift plan; (e) Site-specific safety, emergency-response and rescue plans; (f) mobilisation schedule; and (g) statutory registrations and declarations reasonably required by NREDCAP.

4.2 Within [15] Days of the Letter of Award, or another period stated therein, the Contractor shall mobilise sufficient Personnel, tools, testing instruments, PPE, routine consumables and transportation.

4.3 NREDCAP may issue a Notice to Proceed after the conditions precedent are fulfilled or waived in writing. Waiver of one condition does not waive any continuing obligation.

5. SCOPE OF SERVICES

5.1 The Contractor shall perform the Services in Schedule 1, including continuous operation, preventive and breakdown maintenance, module cleaning, vegetation control, monitoring, testing, metering support, grid-interface coordination, housekeeping, canal-top structure observation, security, reporting and handover support.

5.2 This is a non-comprehensive O&M contract. The Contractor supplies Personnel, tools, PPE, testing instruments and routine consumables. NREDCAP supplies or funds Major Spares, capital replacement and major structural work, except to the extent required because of Contractor fault under Clause 17.

5.3 The Contractor shall not dismantle, modify or replace any material Plant component without NREDCAP's approval, except immediate action reasonably necessary in an Emergency, which shall be reported without delay.

5.4 Any instruction materially changing the scope, cost or time shall be dealt with under Clause 21. Operational directions consistent with the existing scope do not constitute a Change.

6. CONTRACTOR OBLIGATIONS

6.1 The Contractor shall:

- perform the Services with due skill, care and diligence in accordance with this Agreement, Applicable Law, Good Industry Practice, OEM instructions and approved procedures;
- maintain valid licences, approvals, permits and registrations assigned to the Contractor;
- provide competent supervision and sufficient Personnel on all required shifts;
- protect the Plant, Site, NREDCAP property and Owner-supplied materials in its custody;
- keep the Site orderly and avoid unreasonable interference with NREDCAP, authorities and adjoining users;
- notify NREDCAP promptly of Emergencies, Breakdowns, unsafe conditions, statutory notices, material defects and events affecting availability;
- prepare root-cause analyses for material faults and support OEM or expert investigation;
- use NREDCAP-supplied items solely for the Plant and maintain consumption and balance records;
- coordinate planned outages with NREDCAP and minimise generation loss;
- comply with lawful written directions consistent with this Agreement; and
- not create liens or third-party rights over the Plant or NREDCAP property.

6.2 The Contractor is an independent contractor. Nothing creates employment, partnership, agency, joint venture or fiduciary relationship between the Parties.

7. NREDCAP OBLIGATIONS

7.1 NREDCAP shall:

- provide reasonable access to the Site and available Plant records;
- jointly complete the Baseline Condition Report and Opening Inventory;
- provide or procure Major Spares, major repairs, capital replacements and major structural works within its scope;
- provide available storage space for Owner-supplied items, subject to Site conditions;
- facilitate water and auxiliary power from existing infrastructure, without guaranteeing uninterrupted utility supply;
- maintain owner-level statutory approvals and grid arrangements, except those assigned to the Contractor;
- review submissions and make operational decisions within a reasonable period, having regard to urgency and available information; and
- pay undisputed amounts in accordance with Clause 12.

7.2 NREDCAP retains ownership and operational oversight of the Plant. Inspection, review, approval or attendance by NREDCAP does not relieve the Contractor of its obligations.

8. PERSONNEL, LABOUR AND SUBCONTRACTING

8.1 The Contractor shall deploy at least the minimum Personnel specified in Schedule 4 and additional Personnel reasonably necessary to perform the Services safely and meet performance requirements.

8.2 Personnel shall possess qualifications, competency certificates, permits, training and medical fitness appropriate to their duties. NREDCAP may require removal of any person for documented safety, misconduct, competency or security reasons. The Contractor shall provide a suitable replacement without disrupting Services.

8.3 The Contractor is solely responsible for recruitment, wages, benefits, social security, statutory contributions, working hours, weekly rest, overtime, leave, bonus, welfare, discipline and termination of its Personnel under Applicable Law. No Personnel shall have a claim to employment or absorption by NREDCAP.

- 8.4** The Contractor shall comply with Applicable Labour Laws, including the Code on Wages, 2019, Industrial Relations Code, 2020, Code on Social Security, 2020, Occupational Safety, Health and Working Conditions Code, 2020, applicable rules and State requirements, as amended or replaced.
- 8.5** The Contractor shall not subcontract any material part of the Services without NREDCAP's approval. Approval does not relieve the Contractor of full responsibility. The Contractor remains liable for every act and omission of an approved subcontractor as if it were the Contractor's own.
- 8.6** No subcontractor may replace the Contractor as contractual counterparty. The Contractor shall disclose proposed specialist subcontractors, scope, licence and key Personnel before engagement.

9. SAFETY, SECURITY AND ENVIRONMENTAL COMPLIANCE

- 9.1** The Contractor shall comply with Applicable Law relating to electrical safety, occupational safety, fire safety, environmental protection and work over or adjacent to the canal, including the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023 and applicable electrical licensing requirements.
- 9.2** Before commencement, the Contractor shall prepare Site-specific procedures for lockout-tagout, permit-to-work, electrical isolation, work at height, rescue from canal or elevated structures, lifting, first aid, fire response and Emergency communication.
- 9.3** The Contractor shall provide PPE, safety equipment, barriers, signage, rescue equipment and trained first-aiders. Unsafe work shall be stopped immediately and may resume only after the hazard is controlled.
- 9.4** Every accident, dangerous occurrence, fire, electrical incident, environmental release or near miss shall be reported immediately and followed by a written report within [24] hours or the period required by Applicable Law.
- 9.5** Security Personnel shall be engaged through legally compliant arrangements. Armed deployment, if required, is subject to NREDCAP's prior approval and all applicable licensing, arms, training, police-verification and insurance requirements.

10. PLANT HANDOVER, BASELINE CONDITION AND OWNER-SUPPLIED ITEMS

- 10.1** On or before the Effective Date, the Parties shall jointly inspect the Plant and sign: (a) a Plant Handover Certificate; (b) the Baseline Condition Report; (c) the Opening Inventory; (d) the list of existing alarms, defects and pending works; and (e) available historical generation and outage records.
- 10.2** Pre-existing defects, recorded degradation and unresolved items in the Baseline Condition Report are not attributable to the Contractor unless caused or aggravated by the Contractor after handover.
- 10.3** Title to Owner-supplied items remains with NREDCAP. The Contractor bears custody risk for loss or damage caused by failure to exercise reasonable care, excluding normal wear, inherent defect and insured events not caused by the Contractor.
- 10.4** The Contractor shall maintain receipt, issue, consumption, return and balance records and conduct quarterly and final inventory reconciliation with NREDCAP.

11. PERFORMANCE STANDARDS, AVAILABILITY AND DEDUCTIONS

- 11.1** The Contractor shall target annual Contractor-Controllable Plant Availability of not less than 98%, calculated under Schedule 3 on a capacity-weighted basis during Eligible Generation Hours.
- 11.2** Excluded Events shall not reduce Contractor-Controllable Plant Availability if the Contractor promptly records and notifies the event and performs its mitigation and support obligations.

- 11.3** Where annual availability is below 98%, the Availability Deduction is: Annual O&M Contract Price × (98% minus Actual Contractor-Controllable Plant Availability).
- 11.4** Service-level deductions are stated in Schedule 3. The aggregate of availability and service-level deductions in a Contract Year shall not exceed 10% of the Annual O&M Contract Price.
- 11.5** The cap does not limit recovery for fraud, falsification, statutory dues relating to Contractor Personnel, actual physical damage caused by Contractor negligence or wilful misconduct, or documented reasonable completion cost following abandonment.
- 11.6** No event, outage, affected capacity or period shall attract more than one performance or service-level deduction. If two deductions apply to the same matter, only the higher shall apply, without prejudice to distinct remedies for physical damage or termination.
- 11.7** Before imposing a deduction, NREDCAP shall issue the calculation and supporting basis. The Contractor may submit a written response within seven Days. NREDCAP shall consider the response and communicate its determination. Disputed amounts may be dealt with under Clause 27.

12. CONTRACT PRICE, INVOICING AND PAYMENT

- 12.1** The Contract Price is specified in Schedule 6 and is fixed for the Contract Period, except for an approved Change or an adjustment expressly permitted under Clause 13.
- 12.2** The Contractor shall submit monthly invoices for one-twelfth of the Annual O&M Contract Price, accompanied by the documents in Schedule 6, including performance reports, attendance, statutory-compliance evidence and deduction reconciliation.
- 12.3** NREDCAP shall verify the invoice and pay the undisputed amount within 30 Days after receipt of a complete and correct invoice. NREDCAP may return an incomplete or incorrect invoice with reasons.
- 12.4** NREDCAP may deduct amounts contractually due, statutory deductions and finally determined deductions. A disputed amount shall not permit withholding of an unrelated undisputed amount.
- 12.5** Reimbursable procurement requires prior written approval, an approved estimate, a compliant tax invoice and evidence of delivery and use. Title and warranty in reimbursed items vest in NREDCAP upon payment.
- 12.6** No advance payment is payable unless expressly approved and secured in accordance with Applicable Law.

13. TAXES AND CHANGE IN LAW

- 13.1** The Contractor is responsible for taxes, duties, levies and statutory contributions imposed on its income, Personnel, inputs and performance, except taxes expressly stated to be borne by NREDCAP.
- 13.2** GST treatment shall be as stated in Schedule 6. The Contractor shall issue valid tax invoices, maintain registrations and comply with return and payment obligations. NREDCAP may make GST-TDS, income-tax TDS and other statutory deductions.
- 13.3** If a Change in Law after the Bid Submission Deadline directly and demonstrably changes the Contractor's cost of performing the Services, either Party may request an equitable adjustment. The requesting Party shall provide notice, supporting records and mitigation evidence. No adjustment applies to changes in income tax or to non-compliance by the Contractor.

14. PERFORMANCE SECURITY

- 14.1** The Contractor shall maintain the Performance Security in the amount, form and validity specified in the IFB and Schedule 7. It shall remain valid until six months after expiry of the Contract Period or until completion of handover and settlement of notified claims, whichever is later, subject to the instrument's stated validity.

- 14.2** NREDCAP may invoke the Performance Security for amounts contractually due following written notice identifying the default and a reasonable cure period, except where immediate invocation is reasonably necessary to prevent expiry, fraud, abandonment or material risk to recovery.
- 14.3** Any deductions relating to Plant Performance and Availability, Liquidated Damages and any other penalties prescribed under the IFB shall be recovered from the O&M payments and/or the Performance Security, at the sole discretion of NREDCAP.
- 14.4** If invoked in part, the Contractor shall restore the Performance Security within seven Days of notice. Failure to maintain it is a material default.
- 14.5** NREDCAP shall release the Performance Security within 30 Days after satisfactory final handover and settlement of notified undisputed claims.

15. RECORDS, REPORTS, AUDIT AND DATA

- 15.1** The Contractor shall maintain accurate operational, maintenance, safety, Personnel, statutory, inventory, invoice and performance records for the Contract Period and seven years thereafter, or longer if required by Applicable Law.
- 15.2** Reports and formats are specified in Schedule 5. Plant data shall be supplied in native form and in a reasonably usable electronic format, including CSV where available.
- 15.3** NREDCAP and authorised auditors may inspect relevant records on reasonable notice. For suspected fraud, safety incident, statutory inquiry or material default, access may be immediate. Audit shall avoid unreasonable disruption and protect unrelated confidential information.
- 15.4** The Contractor shall not alter, suppress or falsify Plant data. Material falsification is a material default and is outside the deduction cap.

16. INSURANCE

- 16.1** NREDCAP shall maintain the Plant asset insurance specified in Schedule 8, subject to policy terms, exclusions and deductibles.
- 16.2** The Contractor shall maintain, at its cost: workers' compensation or employee compensation cover; ESI where applicable; group personal accident cover; public liability; motor insurance; insurance for Contractor-owned tools and equipment; and any other cover required by Applicable Law or Schedule 8.
- 16.3** Policies shall be placed with authorised insurers, remain valid throughout the relevant risk period and include NREDCAP as additional insured where commercially available and appropriate. The Contractor shall provide certificates, renewal evidence and material-policy terms on request.
- 16.4** Each Party shall promptly notify insurable events and cooperate in claims. Insurance does not limit contractual liability. The Party responsible for an insured loss bears the applicable deductible to the extent the loss is attributable to that Party.

17. INDEMNITIES

- 17.1** The Contractor shall indemnify NREDCAP and its officers against third-party claims, direct losses, damages, penalties and reasonable legal costs arising from: (a) death, injury or property damage caused by the Contractor or its Personnel; (b) breach of Applicable Law by the Contractor; (c) employment or statutory claims of Contractor Personnel; (d) infringement by Contractor-provided materials; and (e) fraud, wilful misconduct or negligence of the Contractor.
- 17.2** NREDCAP shall indemnify the Contractor against third-party claims for death, injury or property damage to the extent caused by NREDCAP's negligence or wilful misconduct.

17.3 The indemnified Party shall notify the indemnifying Party, permit reasonable control of defence where appropriate and provide cooperation. No settlement admitting liability or imposing non-monetary obligations on the indemnified Party may be made without consent, not to be unreasonably withheld.

18. LIMITATION OF LIABILITY

18.1 Except for excluded liabilities under Clause 18.3, neither Party is liable to the other for indirect, special or consequential loss, or loss of profit, revenue or business opportunity. For clarity, agreed availability and service-level deductions are direct contractual adjustments and are not excluded damages.

18.2 Subject to Clause 18.3, the Contractor's aggregate liability in a Contract Year shall not exceed 100% of the Annual O&M Contract Price. The Parties shall confirm the final cap before issue of the IFB.

18.3 The exclusions and cap do not apply to fraud, wilful misconduct, death or personal injury, employment and statutory dues of Contractor Personnel, breach of confidentiality or data obligations, intellectual-property infringement, physical damage caused by Contractor negligence, or liability that cannot be limited under Applicable Law.

19. CONFIDENTIALITY AND PUBLICITY

19.1 Each Party shall protect non-public technical, commercial, security and operational information received from the other Party and use it only for this Agreement.

19.2 Confidentiality does not apply to information lawfully public, already known without restriction, independently developed, received lawfully from a third party, or required to be disclosed by Applicable Law, audit, legislative process or court order.

19.3 The Contractor shall not use NREDCAP's name, logo, Site photographs or project details for publicity without prior written approval.

20. INTELLECTUAL PROPERTY AND PLANT DATA

20.1 NREDCAP owns all Plant data, reports, logs, photographs, drawings updated for the Plant and deliverables created specifically for the Services upon payment for the relevant Services.

20.2 Each Party retains pre-existing intellectual property. The Contractor grants NREDCAP a perpetual, irrevocable, royalty-free licence to use Contractor pre-existing material embedded in a deliverable to operate, maintain, repair, modify and procure services for the Plant.

20.3 The Contractor shall provide administrative credentials, configurations and backups required for continuity of Plant operations and shall not withhold them because of a dispute.

21. CHANGE CONTROL

21.1 Either Party may propose a Change. No Change is effective unless documented in a written Change Order signed by authorised representatives, stating scope, price, time, performance impact and effective date.

21.2 The Contractor shall continue unaffected Services while a Change is evaluated. In an Emergency, NREDCAP may direct immediate protective work, with commercial treatment documented as soon as practicable.

21.3 A Change Order shall not be used to alter the essential procurement outcome or confer an impermissible post-award benefit.

22. FORCE MAJEURE

22.1 A Force Majeure Event is an event beyond the reasonable control of the affected Party that prevents or materially delays performance despite reasonable diligence, and is not caused by that Party's fault. It may include natural disaster, war, terrorism, civil commotion, epidemic, government prohibition or widespread grid emergency.

- 22.2** Force Majeure excludes lack of funds, ordinary equipment failure, normal seasonal weather, labour shortage limited to the Contractor or its subcontractors, increase in cost, and an event that the affected Party could reasonably have prevented or overcome.
- 22.3** The affected Party shall notify the other Party promptly, and in any event within three Days where practicable, describing the event, obligations affected, mitigation and expected duration. It shall provide periodic updates and resume performance as soon as reasonably possible.
- 22.4** Obligations are suspended only to the extent prevented. Payment remains due for Services properly performed. If material prevention continues for more than 90 consecutive Days or 120 aggregate Days, either Party may terminate the affected Services by 15 Days' notice without default damages, subject to Clause 26.

23. SUSPENSION

- 23.1** NREDCAP may direct suspension for safety, Emergency, statutory requirement, protection of the Plant, Contractor default or NREDCAP convenience. The Contractor shall secure the Plant and minimise cost and deterioration.
- 23.2** If suspension is not caused by Contractor default, the Contractor is entitled to a reasonable time adjustment and demonstrable unavoidable cost approved through Change Control. No adjustment applies to costs that could reasonably have been mitigated.
- 23.3** The Contractor may stop an immediately unsafe activity but shall not suspend the Services for a payment dispute unless expressly permitted by Applicable Law or a final dispute determination.

24. CONTRACTOR DEFAULT AND TERMINATION

- 24.1** A Contractor Event of Default includes: failure to maintain Performance Security, required licence or material insurance; abandonment; material safety breach; repeated failure to meet performance requirements; unauthorised assignment or subcontracting; fraud or data falsification; insolvency; or material breach not cured under this Clause.
- 24.2** Except for an irremediable default or Emergency requiring immediate action, NREDCAP shall issue a notice describing the default and allow at least seven Days, or another reasonable period stated in the notice, to cure or submit and implement an acceptable cure plan.
- 24.3** If the default is not cured, NREDCAP may terminate all or part of the Agreement, invoke Performance Security, recover contractually due completion costs, take over relevant records and Owner-supplied items, and engage others to complete the Services.
- 24.4** NREDCAP may terminate immediately for fraud, abandonment, prohibited transfer, insolvency where legally permissible, or material conduct presenting imminent safety or Plant risk.

25. TERMINATION FOR NREDCAP CONVENIENCE

- 25.1** NREDCAP may terminate the Agreement for convenience by at least 30 Days' written notice.
- 25.2** On such termination, NREDCAP shall pay: (a) undisputed amounts for accepted Services performed up to the effective date; (b) approved unrecovered cost of NREDCAP-authorized commitments that cannot reasonably be cancelled; and (c) reasonable pre-approved demobilisation cost. No loss of anticipated profit on unperformed Services is payable.
- 25.3** The Contractor shall cease Services as directed, protect the Plant, cancel or assign approved subcontracts as directed, return NREDCAP property, transfer records and complete orderly handover.

26. CONSEQUENCES OF EXPIRY OR TERMINATION

- 26.1** On expiry or termination, the Contractor shall: (a) continue essential safety and transition Services for the directed period on agreed rates; (b) hand over the Plant in a safe condition, subject to fair wear and recorded

defects; (c) deliver records, data, passwords, permits, manuals and pending-work lists; (d) reconcile inventory; (e) remove Contractor property; and (f) provide reasonable cooperation to the replacement operator.

26.2 The Parties shall execute a Final Handover Certificate recording condition, inventory, open claims and outstanding actions. Refusal to sign shall not prevent handover if the other Party records reasons and supporting evidence.

26.3 Clauses concerning payment, audit, confidentiality, intellectual property, indemnity, liability, dispute resolution and accrued rights survive expiry or termination.

27. DISPUTE RESOLUTION AND GOVERNING LAW

27.1 This Agreement is governed by the laws of India.

27.2 A dispute shall first be referred by written notice to the NREDCAP Representative and Contractor Representative for good-faith resolution within 15 Days. If unresolved, it shall be escalated to the VC & Managing Director, NREDCAP and the Contractor's authorised senior officer for a further 15 Days.

27.3 If unresolved, the Parties shall consider structured mediation in accordance with Applicable Law and the procurement policy applicable to NREDCAP. Mediation does not prevent urgent interim relief.

27.4 Subject to the applicable public-procurement policy and approval requirements, an unresolved dispute may be referred to arbitration under the Arbitration and Conciliation Act, 1996. The tribunal shall consist of a sole independent arbitrator mutually appointed within 30 Days, failing which appointment shall be made under the Act. The seat and venue shall be Vijayawada, Andhra Pradesh, and the language shall be English.

27.5 The courts having competent jurisdiction at Vijayawada shall have exclusive jurisdiction over court proceedings arising from this Agreement, including arbitration-related proceedings where Clause 27.4 applies.

27.6 The Contractor shall continue undisputed Services during a dispute, and NREDCAP shall pay undisputed amounts.

28. NOTICES

28.1 Notices shall be in writing and delivered by hand, registered post, recognised courier or email to the addresses in the Agreement Particulars. A Party shall notify changes promptly.

28.2 Notice is deemed received: on delivery if by hand; on recorded delivery if by post or courier; and, for email, when acknowledged or when no delivery-failure message is received, provided a material default or termination notice is also sent by hand, post or courier.

29. ASSIGNMENT, CHANGE IN CONTROL AND CORPORATE CONTINUITY

29.1 The Contractor shall perform in the same legal capacity in which it submitted the Bid and shall not incorporate, nominate or substitute a project company, special purpose vehicle, joint venture, consortium, association of persons or other entity to enter into or perform this Agreement.

29.2 The Contractor shall not assign, transfer, novate or create security over this Agreement or a material right or obligation without NREDCAP's prior written approval and compliance with Applicable Law. NREDCAP may assign to a governmental entity or successor owner of the Plant on written notice, subject to preservation of the Contractor's accrued rights.

29.3 The Contractor shall promptly notify any proposed change in legal status, constitution, ownership or Control. A change materially affecting eligibility, capability or performance requires NREDCAP's prior approval to the extent permitted by Applicable Law.

30. GENERAL PROVISIONS

30.1 Entire Agreement. The Contract Documents constitute the entire agreement concerning the Services and supersede prior understandings on the same subject.

- 30.2 Amendment.** An amendment is valid only if written and signed by authorised representatives, subject to Applicable Law and procurement requirements.
- 30.3 Waiver.** Failure or delay to exercise a right is not a waiver. A waiver applies only to the specific matter stated in writing.
- 30.4 Severability.** If a provision is invalid or unenforceable, the remainder continues, and the Parties shall replace it with a lawful provision closest to the original commercial intent.
- 30.5 Cumulative Remedies.** Rights and remedies are cumulative, subject to the no-double-recovery rule.
- 30.6 Counterparts and Electronic Signature.** This Agreement may be executed in counterparts and by legally valid electronic signature, each constituting an original.
- 30.7 Costs and Stamp Duty.** Each Party bears its own negotiation and execution costs. Stamp duty and registration charges, if any, shall be borne by [Contractor / as required by Applicable Law].
- 30.8 Language.** The Agreement is executed in English, which prevails over any translation.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives on the date first written above.

For NREDCAP	For the Contractor
Signature: _____ Name: [●] Designation: VC & Managing Director / Authorised Officer Date: [●] Seal:	Signature: _____ Name: [●] Designation: [●] Date: [●] Seal:
Witness 1 Signature: _____ Name and address: [●]	Witness 1 Signature: _____ Name and address: [●]
Witness 2 Signature: _____ Name and address: [●]	Witness 2 Signature: _____ Name and address: [●]

SCHEDULE 1: PLANT AND SCOPE OF SERVICES

A. Plant Summary

Item	Description
Capacity	1 MW AC / 1.008 MWp DC, to be verified in the Baseline Condition Report
Location	Gollavanitippa Village, Bhimavaram Mandal, West Godavari District, Andhra Pradesh
Major Systems	Solar modules, module mounting structures, two 500 kW inverter blocks, SMBs, 33 kV switchyard, transformers, metering, SCADA/SEMS, auxiliary systems and associated civil and electrical infrastructure
Detailed Asset Register	To be annexed from Chapter 7 of the IFB and verified at handover

B. Contractor Services

- Operation on all days of the Contract Period and continuous operational monitoring.
- Preventive, predictive and breakdown maintenance within the non-comprehensive allocation.
- Module cleaning at least three times per calendar month, with no interval exceeding 12 Days, plus directed or condition-based cleaning.
- Weekly vegetation inspection during monsoon or rapid growth periods and fortnightly inspection otherwise; removal of shading, access, contact and fire hazards.
- Inspection and first-line maintenance of modules, structures, SMBs, inverters, transformers, switchgear, protection, earthing, cables, metering, SCADA, lighting, auxiliary systems and civil facilities.
- Thermography, insulation-resistance tests, earthing tests, protection tests and calibration using appropriate instruments.
- Meter-reading and grid-interface support.
- Security, housekeeping, waste management and access control.
- Operational, maintenance, inventory, safety and performance reporting.
- Final handover and transition assistance.

C. Non-Comprehensive Allocation

Contractor-supplied	NREDCAP-supplied / funded
Personnel, supervision, PPE, tools and tackles, calibrated testing instruments, transport, routine consumables, cleaning equipment and approved security arrangements.	Major Spares, major equipment, OEM major repair, capital replacement, major structural rehabilitation, owner-level approvals, Plant asset insurance, statutory owner charges, and water / auxiliary power from available infrastructure.

SCHEDULE 2: OWNER-SUPPLIED ITEMS AND INVENTORY

Category	Illustrative items	Opening quantity	Condition	Custodian
Major Spares	PV modules; inverter major components; transformers; HT/LT switchgear; protection relays; meters; SCADA hardware; power/control cables; major MMS components	[●]	[●]	[●]
Consumables held by NREDCAP	[●]	[●]	[●]	[●]
Tools / test equipment provided by NREDCAP, if any	[●]	[●]	[●]	[●]

Inventory procedure: joint opening count; issue against authorised requisition; monthly consumption record; quarterly reconciliation; immediate reporting of loss or damage; and final reconciliation at handover.

SCHEDULE 3: PERFORMANCE REGIME

A. Availability Formula

Contractor-Controllable Plant Availability (%) = Available Capacity-Hours / Eligible Capacity-Hours × 100.

Eligible Generation Hours are periods during which plane-of-array irradiance is at or above 50 W/m² based on valid Plant data. If valid irradiance data is unavailable, the approved weather-data source and a documented substitute method shall be used.

B. Excluded Events

- grid outage, curtailment, instability or evacuation constraint;
- Force Majeure Event;
- approved preventive-maintenance shutdown;
- pre-existing defect or degradation recorded in the Baseline Condition Report;
- normal ageing, inherent defect or equipment failure not caused by the Contractor;
- major repair, refurbishment or replacement within NREDCAP's scope;
- non-availability of Major Spares, replacement equipment or OEM services to be provided by NREDCAP;
- canal closure, flooding, unsafe canal flow or authority restriction;
- theft, vandalism or third-party damage not caused or contributed to by the Contractor; and
- another event demonstrably not attributable to the Contractor.

C. Service Levels and Deductions

Service level	Requirement	Cure period	Deduction
Scheduled module cleaning	At least 3 complete cycles per calendar month; interval not exceeding 12 Days	As directed / immediate after missed due date	INR 2,000 per Day for the whole Plant until completion
Directed / condition-based cleaning	Complete within 24 hours of direction or trigger	24 hours	INR 2,000 per Day until completion
Vegetation default	Remove shading, contact, access or fire hazard	24 hours	INR 2,000 per Day until rectification
Preventive-maintenance activity	Complete approved activity by due date	7 Days after written notice	INR 2,000 per activity per Day
Non-generation-affecting breakdown within Contractor scope	Rectify after reporting	7 Days	INR 1,000 per incident per Day from Day 8

SCHEDULE 4: MINIMUM PERSONNEL

Designation	Minimum number	Minimum qualification / competency	Deployment
Site Engineer / Plant In-charge	1	[Electrical qualification and solar O&M experience]	[●]
Solar Plant Technician / Operator	2	[●]	Shift coverage as approved
Electrician / HT Technician	1	Valid competency certificate / permit for assigned work	[●]
Multi-purpose Helper / Canal-top Maintenance Assistant	2	Safety and canal-top work training	[●]
Security Personnel	2	Police verified; legally compliant agency / deployment	Shift coverage as approved

Final qualifications, shift pattern, leave-relief arrangement and key-personnel replacement procedure shall be completed before issue or award.

SCHEDULE 5: REPORTING AND RECORDS

Report / record	Frequency / deadline
Daily generation, alarms, outages and weather summary	Daily by [●]
Shift log and attendance	Each shift / daily
Breakdown initial report	Immediately
Root-cause analysis for material fault	Within [3] Working Days or approved extension
Preventive maintenance report	Monthly
Module cleaning record with geo-tagged, time-stamped photographs	Each cycle
Inventory and spare reconciliation	Monthly; joint quarterly reconciliation
Plant availability calculation	Monthly provisional; annual final
Safety observation and incident report	Immediate and written report within 24 hours
Monthly O&M report and invoice pack	By [●] of following month

SCHEDULE 6: CONTRACT PRICE, GST AND INVOICE DOCUMENTS

Commercial item	Agreed term
Annual O&M Contract Price	INR [●]
GST	[Inclusive / exclusive and payable additionally at applicable rate against valid tax invoice]
Monthly invoice	One-twelfth of annual price, subject to deductions and approved adjustments
Payment period	30 Days from complete and correct invoice
Price escalation	None, except approved Change or Clause 13 adjustment
Reimbursable items	Only with prior written approval and documentary proof

Invoice documents: tax invoice; monthly O&M report; attendance and wage compliance; applicable EPF/ESI/social-security evidence; insurance validity; performance and deduction statement; inventory statement; and documents reasonably required by NREDCAP under Applicable Law.

SCHEDULE 7: PERFORMANCE SECURITY

Amount: INR 2,50,000. Form: Bank Guarantee or Insurance Surety Bond in the form attached to the IFB. Initial validity: five years and six months from Agreement signature, or such aligned validity as finally specified. Claim period: [30] Days after instrument validity. The Contractor shall extend validity whenever required to maintain Clause 14 compliance.

SCHEDULE 8: INSURANCE MATRIX

Policy	Responsible Party	Minimum requirement
Plant material damage / all-risk	NREDCAP	As approved by NREDCAP; Plant and owner assets
Employee compensation / workers compensation	Contractor	Statutory and contractual exposure for all Personnel
ESI / social security	Contractor	As required by Applicable Law
Group personal accident	Contractor	All deployed Personnel; limit [●]
Public liability	Contractor	Limit [●] per occurrence / aggregate
Motor insurance	Contractor	Statutory cover for all deployed vehicles
Contractor tools and equipment	Contractor	Replacement value
Other statutory insurance	Relevant Party	As required by Applicable Law

SCHEDULE 9: FORMS

A. Plant Handover Certificate

The Parties confirm that the Plant was jointly inspected on [●], the Baseline Condition Report and Opening Inventory were signed, access and available records were handed over, and the Effective Date is [●]. This certificate does not waive recorded defects or either Party's rights.

For NREDCAP: _____ For Contractor: _____

B. Change Order

Field	Details
Change Order No.	[●]
Description and reason	[●]
Scope impact	[●]
Price impact	[●]
Time / performance impact	[●]
Effective date	[●]
Approvals	NREDCAP: [●] Contractor: [●]

C. Final Handover Certificate

The Parties record final Plant condition, inventory reconciliation, delivered records and data, outstanding defects, open claims and the effective handover date. Attachment list: [●].

SCHEDULE 10: CONTRACT DOCUMENT REGISTER

Document	Reference / date
This Agreement and Schedules	[●]
Letter of Award	[●]
Corrigenda	[●]
Pre-Bid clarifications	[●]
IFB	[●]
Accepted Technical Bid	[●]
Accepted Financial Bid	[●]
Performance Security	[●]
Insurance certificates	[●]