

EPC CONTRACT ORDER FOR SOLAR EPC SERVICES

3.50 MWp

SOLAR PV POWER PROJECT WITH TRACKER
STRUCTURE SYSTEM IN MAHARASHTRA STATE,
INDIA

By and Between

Karkambh Park SPV 4 LLP

And

ZTRIC India Pvt Ltd

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1 - PROJECT DETAILS

GENERAL -

Contact Person at Client Side	Mr. Jayant Mhetar - 9604449379
Contact Person at ZTRIC	Mr Rohit Jayswal - 9730089369

TECHNICAL -

Village	Karkamb, Bardi, Bairagwadi, Jadhavwadi
Taluka	Pandharpur
District	Solapur
State	Maharashtra
Latitude (Degree)	17°88'43.88"N
Longitude (Degree)	75°34'94.56"E
Altitude (m)	497
Power evacuation	220/33kV Karkamb Substation is about 5 km from the solar park location

SCOPE OF WORK -

Section A : Procurement of Land & Power Evacuation

Providing clear title land required for Solar PV project along with necessary clearances for 3.50 MWp along with Power Evacuation with related permits & approvals.

Section B : EPC for Solar PV Plant

Including works and permits and approval for solar plant of 3.50 MWp (DC) - Design, Engineering, Supply, Installation, Erection, Testing & Commissioning of Solar PV Plant.

PV MODULE TECHNOLOGY -

Bifacial - N Type.

INVERTER TECHNOLOGY -

String Inverters.

EXECUTION TIME FRAME -

The Scheduled Completion Date (SCOD) for Solar PV Power Project shall be 6 months along with grace period from date of LOI / PO along with advance along with issuance of NTP (Notice to Proceed).

2 - SCOPE OF WORK FOR THE PROJECT

SECTION A : PROCUREMENT OF LAND

We shall be making all necessary arrangements to facilitate procurement of appropriate land for the purpose of Project Land acquisition in your favor. The list of approvals is as follows:

1. To make available all revenue records for the identified land.
2. To obtain necessary permissions as required for acquisition of agriculture land in your favor. To arrange for clear Title Land.
3. To arrange for execution of Sale Deeds.
4. Liaising for obtaining mutation in Owner's name.

Subject	Description
Land Requirement	Sufficient land for 3.50 MWp with Bifacial N Type modules
Scope of Work	Provision of Land : Execution of Sale Deed (excluding all associated duties charges, fees and levies) registration and handing over of land.
Execution Time Frame	Land shall be acquired in phase manner & timeline for Land acquisition will be 02 months from signing of LOI / PO along with advance and issuance of NTP (Notice to Proceed), whichever will be later.

SECTION B : EPC FOR SOLAR PLANT INCLUDING WORKS AND PERMITS

Design, Engineering, Procurement & Supply, Erection, Testing, Commissioning of Solar PV Project including supply of modules at site on Tracker Structure for project of 3.50 MWp (DC) at Solar Park, Solapur District in the state of Maharashtra as per the Scope mentioned in Scope Matrix.

Scope Matrix -

Scope of Work for Supply, Civil works, Installation, Testing & Commissioning, Transportation, Insurance etc. required for successful implementation of the plant as per applicable codes, standards and practices.

Sr. No.	Item	ZTRIC	Customer	ZTRIC Remark
A	LAND REQUIREMENTS FOR PROJECT			
A.1	Availability & Clear titles of land for construction of Solar Power Project	Yes		
A.2	Right of way for overhead transmission line for power evacuation	Yes		Common Park Facility
A.3	Availability of land for construction of Bay Extension Work Grid Sub-Station	Yes		Common Park Facility
B	SUPPLY			
B.1	Solar PV Modules: Bifacial N Type	Yes		
B.2	Module Mounting Structure - Tracker	Yes		
B.3	MC4 compatible connectors for creating blocks of strings	Yes		
B.4	DC cables from each string (Modules) to String Inverter	Yes		
B.5	AC cable from String Inverter to LT Panel	Yes		
B.6	AC cable from LT Panel to Inverter Duty Transformer	Yes		
B.7	String Inverters	Yes		
B.8	Inverter Duty Transformer	Yes		
B.9	HT Panel	Yes		
B.10	LT Panel	Yes		

B.11	ACSR conductor/HT Power Cable from Transformer through HT panel to outdoor switchyard	Yes		
B.12	SCADA as per ZTRIC standard specifications	Yes		Common Park Facility
B.13	Lighting for the entire plant	Yes		
B.14	Earthing system for both AC and DC side inclusive of mounting structures	Yes		
B.15	Lightning protection for the entire solar plant	Yes		
B.16	UPS system	Yes		
B.17	Auxiliary Distribution system, distribution boards for Conversion Unit	Yes		
B.18	Communication cables	Yes		
B.19	Module cleaning system – Manual	Yes		
B.20	CCTV at strategic location	Yes		Common Park Facility
B.21	Weather Monitoring System	Yes		Common Park Facility
B.22	Overhead Transmission Line up to nearest existing transmission line	Yes		Common Park Facility
B.23	Metering arrangement at receiving substation	Yes		Common Park Facility
B.24	SLDC communication as per current practice	Yes		Common Park Facility
C	TRANSPORTATION TO SITE			
	All Electrical/Mechanical equipment supplied to transport to site			
C.1	Facilitation for concession for taxes if available	Yes		

C.2	Unloading of equipment at site	Yes		
C.3	Open Storage at site and security for all equipment	Yes		
	All Electrical/Mechanical equipment supplied by Client to transport to site			
C.4	Facilitation for concession for taxes if available		Yes	
C.5	Unloading of equipment at site	Yes		
C.6	Open Storage at site and security for all equipment	Yes		
D	INSTALLATION, TERMINATION, TESTING and COMMISSIONING SERVICES			
D.1	Solar PV Modules: Bifacial N Type	Yes		
D.2	Module Mounting Structure (Tracker tilt) Hot Dip Galvanized with average 80 micron and uniform coating	Yes		
D.3	MC4 compatible connectors for creating blocks of strings	Yes		
D.4	DC cables from each string (Modules) to String Inverter	Yes		
D.5	AC cable from String Inverter to LT Panel	Yes		
D.6	AC cable from LT Panel to Inverter Duty Transformer	Yes		
D.7	String Inverters	Yes		
D.8	Inverter Duty Transformer	Yes		
D.9	HT Panel	Yes		
D.10	LT Panel	Yes		
D.11	ACSR conductor/HT Power Cable from Transformer through HT panel to 33kV outdoor switchyard	Yes		

D.12	SCADA as per ZTRIC standard specifications	Yes		Common Park Facility
D.13	Lighting for the entire plant	Yes		
D.14	Earthing system for both AC and DC side inclusive of mounting structures	Yes		
D.15	Lightning protection for the entire solar plant	Yes		
D.16	UPS system	Yes		
D.17	Auxiliary LT panel for Distribution system, distribution boards for Conversion Unit	Yes		
D.18	Communication cables	Yes		
D.19	Module cleaning system – Manual	Yes		
D.20	CCTV at strategic location	Yes		Common Park Facility
D.21	Weather Monitoring System	Yes		Common Park Facility
D.22	33 kV Overhead Transmission Line up to nearest existing transmission line	Yes		Common Park Facility
D.23	Metering arrangement at 33 kV receiving substation	Yes		Common Park Facility
D.24	SLDC communication as per current practice	Yes		
	PRE COMMISSIONING & COMMISSIONING			
D.25	Pre - commissioning Checks	Yes		
D.26	Pre - commissioning checks of DC System	Yes		
D.27	Pre - commissioning checks of AC System	Yes		

Commissioning of System				
D.28	Commissioning of DC System	Yes		
D.29	Commissioning of AC System	Yes		
D.30	Synchronization to grid	Yes		
E	CIVIL WORKS FOR PHASE			
E.1	Site preparation to suit site construction	Yes		
E.2	Construction of Pile foundation for Module Mounting Structure up to 1.2 Mtr depth from Ground Level having diameter of 300 mm and 150 mm capping (shall be assessed upon soil test)	Yes		
E.3	Perimeter Fencing – Pre-cast panel compound wall having height of 2.1 mtr from ground level including barbed wire.	Yes		Common Park Facility
E.4	Yard Fencing – Chain link (1.8m from FGL)	Yes		
E.5	Roads: • Peripheral Road – Murrum Road having width of 3.0 m along the boundary wall. • Internal Road – Murrum Road having width of 4.0 m	Yes		Common Park Facility
E.6	Cable trench digging, and earth pit digging	Yes		
E.7	Foundations for Inverter Duty Transformers, 33kV switchgear panels, etc.	Yes		
E.8	Security Cabin (1.2 meter x 1.8 meter size and height of 2.4 meter)	Yes		Common Park Facility
E.9	Control Room	Yes		Common Park Facility
E.10	Bore-well – (Quantity as per the requirement)	Yes		
E.11	Main Gate - 4 mtr wide, 1 No	Yes		Common Park Facility
E.12	PVC Water Tank	Yes		

Bill of Material -

Sr No	Item	Makes
1	Module (Bifacial N Type 580-590 Wp)	Rayzon / Premier
2	Inverters (String)	Sungrow/ Si-neng / Solis
3	Module Mounting Structure (Tracker)	MTE / New Energie / Sunrack / Nespro / HelioFix
4	Fasteners	Deepak fastners / Rajaratna / Vyom fasteners / ARaymond
5	Solar PV Cable	Siechem / Apar / Polycab / Lapp / KEI
6	Solar PV Connectors	Bizlink / Elcom / Multicontact / Staubli
7	LT Panel (switchgear)	ABB / L&T / C&S / LS Electric / Panels from System House
8	Power Cable LT & HT	Polycab/ KEI / KEC / Apar / Ravin / Havells / RR Kabel
9	33 kV Transformer (IDT)	Electrotherm / Ornet / Urja / Esennar / Kalpa
10	NIFPS	CTR / EASUN / Tectonic / Tri-Parulex
11	HT Panel (switchgear)	ABB / Schneider (L&T) / C&S / Megawin / Lucy Electric / Panels from System House
12	Auxiliary Transformer	Urja / Voltech / Kalpa / Nissar / The Transformer / Transcon / Aum Transforme / Esennar
13	CCTV	ADOR / Honeywell/ Panasonic/ Sony / Hikvision
14	UPS	APC / Fuji Electric / Emerson / Hitachi
15	Battery Bank	Exide / AmarRaja / HBL / Replus / Likraft
16	CT/ PT	As approved by MSEDCL
17	Energy Meter	As approved by MSEDCL
18	Plant Monitoring System (SCADA RTU Panel)	ABB / Rockwell / Trinity / Phoneix / Armax / Honeywell / Suryalogix
19	Communication Cable (RS485)	Polycab/ Lapp/ Leoni/ Finolex/ D-Link / Calender / KEI
20	Weather Monitoring Station : Pyranometer	Suryalogix / Kipp & Zonen / Eko / Huskeflux
21	Fiber Optic Cable	Apar/ Polycab / Schneider or equivalent

22	Lightning Arrestor – ESE Type	SGI (Taran) / Sabo (Liva) / Jeff Techno / Cosmos / True Power / U-Protec
23	LA for Switchyard	Oblum / Elpro / Shreem / DCL approved
24	Earthing System	JEF / SGI / U Protec / Sabo Systems / True Power
25	Isolator	Tritech / Kiron / GR Power / GK Isolator / S & S
26	Lighting Fixtures	Bajaj / Philips / Havells / Syska / Proton / Crompton

ANNUAL ESTIMATED GENERATION -

The estimated power generation for 3.50 MWp (DC) from Solar PV project with tracker shall be at the inverter end on 1st year of operation and standard degradation of modules shall be applicable from 2nd year.

Year of Operation	Annual Estimated Generation
1st Year	19.20 lakhs units from 1 MWp (DC)

3 - COMMERCIAL OFFER :

Sr No	Solar Plant Parameter	ZTRIC's Offering
1	Plant Capacity	3.50 MWp DC
2	Module Make	Goldi / Premier - Bifacial - N Type
	EPC Solar Plant CAPEX Including Land	INR. 4.4871 Crore per MWp. (Deployment of Bifacial N Type Solar Panels) In words - Four Crore Forty Eight Lakhs and Seventy One Thousand per MWp
	GST	Extra
3	Estimated Generation / Year	19,20,000 Units Per MW (Standard modules degradation every year) (10.68% MSEDCL losses)
4	Project execution & Commissioning	Within 180 days after order confirmation and advance receipt .
5	Schedule of Payments	<ul style="list-style-type: none"> ● 20% advance on acceptance of order. ● 30% once land lease deed is executed. ● 35% on readiness of material delivery (Inverters, Transformers, LT, HT Panels, etc). ● 10% on readiness of the entire infrastructure. ● 5% post commissioning (within 15 days of plant commissioning).
6	AMC Charges	<ul style="list-style-type: none"> ● Rs. 07.00 Lakhs/ MW/ Per Year (2% Escalation every year)
7	Cleaning Charges	Included

4 - GENERAL TERMS AND CONDITIONS PRICE BASIS

This contract is inclusive of following applicable services for EPC works for solar power projects, as on date of this contract:

- Packaging, forwarding, freight, transportation & transit insurance, for all equipment within our scope of supply on FOR basis.

This contract is exclusive of following applicable taxes & duties for EPC works for solar power projects, as on date of this contract:

- Safeguard Duty /Anti-dumping Duty (only if applicable)
- GST/TCS/BOCW
- All statutory/government/official fees/ Royalty and other receipted charges
- Stamp duty, registration, demarcation charges, and any other statutory payments related to land (will be charged extra at actual)

In case the entire EPC contract is awarded to ZTRIC including supply of Modules, GST will be charged @12% on 70% of gross EPC contract value excluding land value & GST will be charged @18% on the balance 30% of the gross EPC contract value excluding land value pursuant to the notification issued by GOI. In case the entire EPC Contract is not awarded to ZTRIC including supply of Modules, GST will be charged in accordance with the applicable rate based on the HSN/ SAC classification.

Client shall provide ZTRIC with necessary documentation/ certificates to avail any applicable tax benefits which will be passed on to Client.

All additional cost/s due to statutory variation and/ or any increase of taxes and duties and in the event of introduction of any new taxes such as duties, cess and levies in the future, these will be payable extra to ZTRIC by the client.

Any additional impact due to variation in agreed scope due to statutory requirement or clients demand at the time of detailed design and engineering impacting any quantity variation and change in specifications shall be adhered to with suitable additional commercial impact.

In the event of introduction of any new taxes, duties, new import duties, cess and levies and / or any increase in taxes, duties, cess and levies will be to client's account. The period for considering these additional incidences of taxes, duties, cess, levies, etc. will be from the date of LOI/ Term sheet till date of commissioning or any such extended time as may be mutually agreed upon.

5 - SCHEDULED COMPLETION DATE (SCoD) TIMELINE CONDITIONS

Contactors shall be entitled for an equitable extension of Schedule Completion Date on day to day basis for any delay in any of the below mentioned SCoD timeline conditions.

- Approval of all drawings, datasheets and project documents within 03 working days from its submission.
- Delivery of any free issue items from client as per schedule date.
- Release of Change Order on mutually agreed terms within 7 (Seven) working Days in case there is a change in scope or schedule.

6 - LIQUIDATED DAMAGES

- We shall synchronize the project to the state grid as per grid connectivity permission within the time frame specified in this contract and shall take all required measures to complete all activities within stipulated time so that there is no delay. In case the project is not synchronized as per agreed timeframe, we agree to pay liquidated damages to the Client for such delay in commissioning @ the rate of 0.10% of the total contract price (excluding Land Price) per week for such delay on pro-rata basis (calculated for the noncompleted work at site), up to a maximum of 3% of the total contract price (excluding Land Price).
- The LD shall not be applicable for delay in case the project is delayed on account of any reason attributable beyond our scope of work or delay of supply of free issue material on site or due to occurrence of any event of Force Majeure condition as stated in this contract and in such case, we shall be entitled to extension of time ("EOT") and cost impact for carrying out the execution of project without levy of liquidated damages.

7 - SCOPE OF ANNUAL OPERATION & MAINTENANCE

The scope of work shall broadly include the following:

- Regular module cleaning, grass cutting etc
- Shutdown maintenance and preventive maintenance of all equipment
- Repair, replacement of defective equipment during Defect Liability period
- Submission of periodical reports on the energy generation & operating conditions
- Preventive maintenance of inverters, transformer and other major equipment, as specified by the manufacturers
- Environment, Health and Safety per our internal EHS policy
- O&M manual on recommendations for use, care and regular maintenance

The scope specifically excludes the following:

- Transportation of defective equipment/ parts to the supplier's location for repair/ replacement Cost of replacement of equipment/ spare parts after DLP
- All types of insurances during O&M period
- Communication facilities
- Fees for Statutory / Regulatory requirements

- Reimbursement at actuals for any rectification/ any kind of damages caused out of force majeure conditions or any third party agency appointed by owner
- Painting and refurbishing of any equipment or accessories after defect liability period Maintenance services and repairs of any equipment or accessories not supplied by ZTRIC.

Note: Water and electricity shall be utilized from the plant.

8 - OPERATION AND MAINTENANCE: TERMS AND CONDITIONS (OPTIONAL)

The O&M shall commence after 30 days from date of grid synchronization

- The annual increase in O & M charges from 2nd year up to 5th year shall be 5% over previous year charges.
- From 6th year onwards the O & M agreement shall be for 5 years at mutually agreed terms.
- The payments towards routine operation and maintenance services shall be made in advance on halfyearly basis.

9 - INSURANCE

- ZTRIC will take suitable Transit Insurance Policy for transportation of goods as defined in the ZTRIC scope from our factory/ vendor's ex-works to project site.
- Client shall take adequate transit insurance policy for the goods defined in the scope of client for the coverage of goods in transit, handling valid up till the unloading of goods.
- ZTRIC shall take necessary insurance pertaining its scope from mobilization till the commissioning of project. After commissioning of project, client shall take necessary insurance for solar PV project to cover various risks including, but not limited to, Fire & Allied Perils, Earthquake, Theft, Burglary, Damages, Third Party Risks, Terrorism, Riots, etc. and ZTRIC to intimate client prior to 2 to 3 days before commissioning at your Project site. Short settlement of insurance claim, if any, would be on client's account.

10 - QHSE

- ZTRIC will follow Environment, Health and Safety as per our internal EHS policy.

11 - FORCE MAJEURE

The following clauses which substantially affect the performance of the Contract shall only be considered as Force Majeure conditions.

- Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics or pandemics.
- Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, quarantines, and embargoes.
- In case the completion of project delayed due to clearances, clearances from statutory authorities, or any reasons which can be attributed to such issues, this shall be deemed to be a Force Majeure Condition.
- Contamination of radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- Any changes in country laws, trade restrictions, imposition of penal duties and levies adversely affecting continuation of contractual commitments.
- Forced Shutdown, Forced Back down of Power Plant due to reasons not attributable to us.
- We have considered max period of 2 months for grid synchronization (considering any delay or unavailability of the grid S/s which are not under control of ZTRIC) after solar Plant within battery limits of ZTRIC is made available for synchronization. Insurance for the plant will be covered by ZTRIC for this period and beyond this period it will be on owner's responsibility.

12 - WARRANTY

- All original equipment warranties from OEM shall be passed on back-to-back basis to the client at the time of handover as applicable and warranties for major equipments as mentioned below: Structure : 5 Years, Inverter : 5 Years, Transformer : 2 Years, VCB/ HT Panel : 1 Years, Cables : 1 Year
- All other project equipment shall be covered under warranty period of 1 years from the date of commissioning of the project except modules supplied / free issued by client.
- Any replacement/ repair of components covered under warranty of original equipment manufacturer/ supplier (OEM) will be undertaken by ZTRIC under the same warranty. However, ZTRIC shall be excluded from liabilities arising out of delay/ mislead/ non-compliance/ failure in the fulfilment of warranty obligations by the original equipment supplier.
- All free issue supplies by Client, warranty shall be Client's responsibility.

13 - DEFECT LIABILITY PERIOD

- Defect Liability for complete plant shall be for one year from the date of commissioning of the project.

NOTE: Our Warranties shall stand invalid for any mishandling, sabotage/force majeure conditions or outside OEM warranty terms.

14 - CONFIDENTIALITY

Client shall acknowledge that certain Confidential Information including the information pertaining to the solar projects and working of our company may be disclosed to Client and therefore, Client shall hereby agree to keep all such information strictly confidential and shall not use the same for any purpose other than for evaluation of the Projects.

15 - OWNERSHIP OF INFORMATION

- Client shall agree and acknowledge that our company is the sole and exclusive owner of all the rights, title and interest in any and all intellectual property and/or proprietary rights, in the information/ details provided by us pursuant to this contract and Client shall not have or claim any right, title or interest in the same in any manner howsoever and shall not use the said information for any purpose other than for evaluation of the contract.
- Any public/ media statement concerning this contract or any information/ details provided therein or details of Order pursuant to this contract shall be released with our prior consent and approval.

16 - ARBITRATION

If at any time any question, any dispute and/or differences whatsoever shall arise between the parties due to any conditions and failing amicable settlement the same shall be referred to an arbitrator under the Indian Arbitration & Conciliation Act 1996 or any statutory modifications of the same prevalent at the time. The venue of such arbitration will be Pune.

17 - JURISDICTION

Any dispute arising out of the order against this contract shall be subject to the jurisdiction of the court in the city of Pune.

18 - CANCELLATION

Work Order once placed will not be cancelled except with our written consent and after compensating the loss, if any to us.

19 - LIMITATION OF LIABILITY

Our maximum aggregate liability arising out of or in connection with the Order with reference to this contract, shall not exceed 3% (excluding Land Price) of the Contract value in any case.

20 - INDEMNIFICATION

- Both Parties shall indemnify, defend and hold harmless the other Party against any and all proceedings, actions, third party claim for loss, damage and expenses of whatever kind and nature arising out of any act or omission caused by the gross negligence or willful misconduct or fraudulent behavior of the defaulting party or non-performance of its obligations under this contract, including for any breach of Applicable Laws.
- Neither party shall be liable to each other for any consequential loss, nor other incidental loss except as expressly set out in the Contract unless such loss or damages are solely caused by the fraud & misrepresentation of the defaulting party.
- In case the project lands are being arranged / organized by the contractor, shall have no effect of this clause after valid title transfer in pursuance to the conveyance deed except for the instances of fraud or mis-representation however, in any case the overall liability on the contractor shall not exceed limits provided in the clause no 23 under Limitation of Liability.

21 - GOVERNING LAW

Contract shall be governed by and construed in accordance with the laws applicable to Republic of India.

22 - EXCLUSIONS FROM ZTRIC's SCOPE

1. Supply, Custom Clearance, loading, transportation and transit Insurance of all free issues up to site in proper condition.
2. Insurance for comprehensive risk coverage, property and liability coverage from and after the date of grid synchronization.
3. Reactive power compensation of grid, RO Water Plant System, Parking Shed, Fire Wall, Internet Facility, Power Plant Controller & Robotic Cleaning System.
4. Forecasting, Scheduling and deviation settlement
5. Approvals, statutory charges and government fees
6. All applicable taxes, duties and levies, safeguard duty, antidumping duty and all new duties & levies etc.
7. Free Operation and Maintenance.
8. Cost of any extended guaranties/warranties provided by OEM.
9. Rain water harvesting, Hydrological Survey, Watch Tower & ETAB report.
10. Any modification/augmentation suggested by state utility at upstream govt. substation other than interconnection govt. substation.
11. Any Bank Guarantee / Undertaking to Electricity Board/ CEIG etc. to obtain approval/permissions from Govt. Agencies.
12. After the transfer of Land in the name of Developer, the routine Charges/Fee payable to the govt. on the account of land shall be payable by the owner.
13. Any additional supply & works other than that mentioned in Scope of Work.

23 - DISCLAIMER

The present business contract contains commercial information that must be considered as confidential and therefore cannot be transmitted nor made available to any person other than its recipient and the staff members directly involved, without the previous consent of M/s. ZTRIC India Pvt. Ltd.

Authorized Signatory,
For,
Karkambh Park SPV 4 LLP
Mr Jayant Mhetar

Authorized Signatory,
For,
ZTRIC India Pvt Ltd
Mr Rohit Jayswal