

**AGREEMENT BETWEEN SPG AND CONSUMER IN CAPEX MODEL**

This Engineering, Procurement & Construction Agreement (hereinafter referred to as the "**Agreement**") is entered into on this \_\_\_\_\_ (date), at \_\_\_\_\_ (Location) **BY** and **BETWEEN** \_\_\_\_\_ a company incorporated under the Companies Act, 1956/2013 and having its registered office \_\_\_\_\_ (hereinafter referred to as the "**SPG**" which expression shall where the context so admits be deemed to include its executors, administrators, representatives and permitted assigns) of the ONE PART;

AND

\_\_\_\_\_ legal owner and possessor of the premises (address of the consumer who he/she intend to get installed the Grid Connected RTS PV system,),(hereinafter referred to as the "**CONSUMER**" which expression shall where the context so admits be deemed to include its heirs, executors, administrators, representatives and permitted assigns) of the SECOND PART

The expressions "**SPG**" and "**CONSUMER**", wherever the context so permits or requires shall collectively be referred to as "**Parties**" and individually as the "**Party**".

**WHEREAS:**

- B.** The **SPG** has been notified as successful bidder by <Name of Implementation Organization> / or has been engaged by the Consumer for "Design, Manufacture, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance of \_\_\_ kWp Rooftop Solar PV System under CAPEX mode as per competitive bidding process under RFS No \_\_\_\_\_ dated \_\_\_\_\_ / as per Letter of Award vide work order / LOA No ..... dated ..... issued by Consumer
- C.** The **SPG** has been notified as a registered vendor of Assam Power Distribution Company Limited (hereinafter referred to as the "**APDCL**") as per provisions of Assam Solar Energy Policy – 2017 for design, manufacture, supply, erection, testing and commissioning including warranty, operation and maintenance of \_\_\_\_\_ kWp roof-top Solar PV System for a for a period of \_\_\_\_\_ months.
- D.** The **SPG** and the **CONSUMER** enter into this Agreement for engineering, procurement & construction of a roof-top Solar PV Power System within the premises of Consumer.

NOW, this Agreement witnessed as follows:

- 1.** The SPG shall install \_\_\_\_\_ kWp rooftop solar power plant at the premises of CONSUMER as per the details in the technical feasibility report and the terms contained in the work order issued by APDCL to the CONSUMER.

2. The purpose of this Agreement includes design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance for a period of 5 years of a \_\_\_\_\_ KWp rooftop solar PV power plant at the premises of the CONSUMER, and the CONSUMER entering into this Agreement is itself a proof enough of its consent to start work thereon.
3. The installation should be completed and work completion report shall be submitted by the SPG to APDCL on or before 180 days of signing this agreement.
4. In consideration of the completion of works, the CONSUMER shall pay to SPG the Contract Price in Indian Rupee (INR). The “**Price**” shall mean the total of the Price for completion of Works including the price for operation and maintenance of the Solar Power System. For any extra work beyond SPG’s scope, the same is payable additionally by the CONSUMER. The release of payment by the CONSUMER to SPG shall be as per the mutually agreed terms as given below:

Mutually agreed terms of Payment:

- I.
- II.
- III.

5. The other terms and conditions shall be as per APDCL’s norms as available in the APDCL’ website as updated from time to time

In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the Solar Power Plant is (presently/ proposed to be) located.

**IN WITNESS WHEREOF** the authorized signatories of the Parties hereto have signed this Agreement on the day, month and year first above written:

FOR AND ON BEHALFOF  
 < Name of SPG >  
 M/s \_\_\_\_\_  
 \_\_\_\_\_

FOR AND ON BEHALFOF  
 <Name of CONSUMER,>  
 \_\_\_\_\_  
 \_\_\_\_\_

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

WITNESSNAME:  
 \_\_\_\_\_

WITNESSNAME:  
 \_\_\_\_\_

- 1.
- 2.

- 1.
- 2.