

## (Format for agreement between Agency and Beneficiary)

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between Mr/Ms. \_\_\_\_\_ (Name), Aged ..... S/o / D/o ..... of ..... (Address) (hereinafter "Beneficiary"), of the one part, and \_\_\_\_\_ (name) of \_\_\_\_\_ (name of agency) (hereinafter "the Agency"), of the other part:

WHEREAS ..... is a registered beneficiary having application no. .... for the installation of Off grid Solar Rooftop power plant under "Solar Smart" Distributed generation through Off Grid solar rooftop Power plants of ANERT (hereinafter "the Programme").

WHEREAS M/s. .... is an empanelled agency for the implementation of the programme with empanelment no. .... of ANERT.

Whereas the Agency has accepted the work order from the beneficiary for the installation of solar power plant for the sum of Rs..... (here inafter "the Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The agency shall install solar power plant at the site of beneficiary as per the details in the Feasibility Report prepared after site visit and the terms contained in the work order issued by the beneficiary.

The system installed should comply with technical requirements

1. Technical compliance of the system of the components should comply the technical compliance required by Ministry of New and Renewable Energy, Govt. of India (MNRE) and Agency for Non-Conventional Energy and Rural Technology (ANERT).
2. The installation & commissioning of the system will be done in compliance with installation practices meeting Electrical safety standards in force in the state of Kerala.

The installation should be completed and the commissioning report by the Agency/Beneficiary to be submitted to ANERT district office within 60 days of placing work order and signing this agreement.

The rate quoted by the Agency shall be inclusive of all taxes and duties, and shall cover the pre-installation survey report, transportation, handling charges, supply, and installation and commissioning. The system installed shall be insured against all natural calamities including lightning and fire.

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.

Agencies shall conduct periodic service visits at least once in six months during the warranty period of 5 years.

Any complaint or service call from the beneficiary shall be attended by the agency within 48 hours and problems cleared within 7 days.

The release of payment by the beneficiary to Agency shall be as per the mutually agreed terms as given below.

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Mutually agreed terms of Payment of Beneficiary share to the Agency

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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 power plant is (presently/ proposed to be) located.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day, month and year indicated above.

Signed by \_\_\_\_\_ (for Beneficiary)

Witness 1.

2.

Signed by \_\_\_\_\_ (for the Agency)

Witness 1.

2.