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## ANNEXURE – II

Format for agreement between Agency and Beneficiary

(In Stamp paper worth Rs.200/-)

(Solar EV Charging Station Project)

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..... and Registration No.....for the installation of Solar Powered Public EV Charging Stations Programme of ANERT (hereinafter “the Programme”).As per this agreement ANERT is not liable for any issues relating to payment , service and maintenance of EVCI machines or solar equipment during and after the warranty period.

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...../- (hereinafter “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

The agency shall install and commission Solar Powered Public EV Charging Stations 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. The connectivity should be as per (Technical Standards for connectivity of the Distributed generation resources) Regulation, 2013.
2. KSERC (Grid Interactive Distributed Solar Energy Systems) Regulations, 2014
3. CEA Regulation 2010 has to be followed in Safety and Electricity Supply.
4. Metering should be as per CEA regulation 2006.
5. 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) , Ministry of Power and Agency for New and Renewable Energy Research and Technology (ANERT).
6. The installation & commissioning of the system will be done in compliance with installation practices and guidelines issued by Electrical Inspectorate. The installation will be done under the supervision of Electrical supervisor/ contractor

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with 'B' Class license (Minimum)

7. The finalization of work order is done on mutual consultation between us and the work order is placed
8. All disputes with respect to payment of beneficiary share, supply and installation, post installation service and maintenance (if any) will be sorted out between us. Government or any other agency providing subsidy or coordinating programme implementation will not be having any role in legal disputes arising out of this.
9. The charging rate collected for the beneficiary should be fixed based on the directions of ANERT from time to time up to 10years.

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 warranty + AMC for 5 years (Electric Vehicle Charging Machines and Solar Power Plant) 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 5 days. The complaint rectification of all systems including all components should be the sole responsibility of empanelled agency.

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

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.

NB:- These are the minimum conditions required for executing Agreement.