



राजस्थान RAJASTHAN

F 426142




Form of Framework Agreement

THIS Agreement ("Agreement") is entered into this 27 day of December 2017, by and between Project Management Unit, Rajasthan Agricultural Competitiveness Project, ("the Purchaser") having its principal place of business at II Floor, Academic Block, SIAM, Purgapura, Jaipur Rajasthan 302018 and M/S Topsun Energy Ltd. ("the Supplier") having its principal office located at B-101, GIDC, Electronics zone, Sector-25, Gandhinagar-382028, India.


This Agreement is a binding contract but imposes no obligation on the Purchaser to purchase the estimated or any quantity from the Supplier.

WHEREAS, the Purchaser wishes to have the Supply and Commissioning of Solar Photovoltaic (SPV) Water Pumping System at Farmer Fields in RACP Clusters hereinafter referred to, and

WHEREAS, the Supplier is willing to Supply and Commissioning of Solar Photovoltaic (SPV) Water Pumping System at Farmer Fields in RACP Clusters these Goods,


27-12-17
(Dr. Om Prakash)
Project Director
RACP, Durgapura, JAIPUR

FOR, TOPSUN ENERGY LTD.


Managing Director

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Scope** The Purchaser has entered into Framework Agreements with the Supplier in order to allow itself and/or Users (Farmers acting on behalf of Purchaser) to award Purchase Order under the Framework Agreement. The Supplier shall supply the Goods specified in Annex A ("Schedule of Requirements," which is made an integral part of this Agreement) as and when the Purchaser and/or Users issue the Purchase Orders (in the format specified at Section V) specifying the details of Goods to be delivered along with the delivery schedule and consignee's address.
- 2. Term** This framework agreement shall be valid for a period of 1 year during the period commencing 27 day of December 2017 and continuing through 26 day of December 2018, or any other period (maximum duration of the agreement shall not be more than 3 years) as may be subsequently agreed by the parties in writing.
- 3. Country of Origin** All Goods and Services supplied under this Agreement shall have their origin in the countries and territories eligible under the rules of the World Bank ("the Bank").
- 4. Standards** The Goods supplied under this Agreement shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin.
- 5. Use of Documents and Information** The Supplier shall not, without the Purchaser's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Agreement.
- 6. Inspection and Audit by the Bank** The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's Offices and/or the accounts and records of the Supplier and its sub-contractors, agents, personnel, consultants, service providers or suppliers relating to the performance of the Agreement, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 7, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to Agreement termination (as well as to a determination of ineligibility under the Procurement Guidelines).
- 7. Fraud and Corruption** The Bank requires that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:



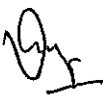
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- a) defines, for the purposes of this provision, the terms set forth below as follows:
- i. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Bank's Inspection and audit rights provided for under Clause 6 above.
- b) will reject a Bid for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d) will sanction a firm or individual, at any time, in accordance with prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a Bank-financed contract;


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- 8. Conflict of Interest** The Supplier declares that it (or any affiliate that directly or indirectly controls, is controlled by, or is under common control with Supplier) has not been engaged by (i) the Borrower or (ii) the Purchaser or (iii) the End Implementing Agency (that has been duly authorized to act on behalf of the Purchaser) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in this framework agreement.
- 9. Registration of Goods** If required under the Applicable Law, Goods supplied under the Agreement shall be registered for use in India.
- 10. Patent Rights** The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 11. Performance Security** Within twenty-one (21) days of receipt of the notification of the Agreement award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in the Annex A to this Agreement. The performance security shall be denominated in Indian Rupees, and shall be in the form of either an unconditional bank guarantee or irrevocable letter of credit issued by a nationalized/scheduled bank located in India or bank located abroad, acceptable to the Purchaser, in the format provided in the Bidding Documents for setting up framework agreement; or demand draft or a pay-order drawn in favor of the Purchaser. The performance security will be returned to the Supplier not later than thirty (30) days following the date of expiry of the Agreement and Purchase Orders issued under the Agreement, including any warranty obligations.
- 12. Inspections and Tests** Pre dispatch inspection (to check compliance to technical specifications defined in FA) may be carried out by the Purchaser or an agency appointed and paid by Purchaser for this purpose. Goods shall be dispatched only after receipt of satisfactory inspection report and communication to this effect by the End Implementing Agency/ Inspection Agency.
- 13. Packing** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Purchase Order.
- 14. Delivery and Documents** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Purchase Orders. The shipping and/or other documents to be furnished by the Supplier are (a) two originals and two copies of the Supplier's invoice, showing Purchaser, the Agreement number, Purchase Order number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (b) two copies of delivery note showing Purchaser's name and delivery through to final destination as stated in the Purchase Order; (c) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; and (d) copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required).
- 15. Insurance** The Goods supplied under the Purchase Orders to be issued under the Agreement shall be adequately insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 16. Transportation** The price indicated in Purchase Orders shall include the cost of transportation, including insurance, to the consignees indicated in the Purchase Order.



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Project Director
Durgapura, Jaipur

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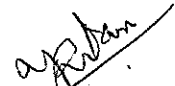


Managing Director

- 17. Incidental Services** Following incidental services are required, the price of which will be quoted by the Suppliers:
- (a) Annual Maintenance for the supplied Goods, for a period of 5 years after the expiry of warranty period, provided that this service shall not relieve the Supplier of any warranty obligations under this Agreement; and
 - (b) Training of the Purchaser's personnel, at the Purchaser's site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- 18. Warranty**
- (a) The Supplier warrants that the Goods supplied under this Agreement are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Agreement. The Supplier further warrants that all Goods supplied under this Agreement shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods. This warranty shall remain valid for 5 year after the Goods have been delivered to and accepted at the final destination indicated in the Purchase Order unless a different warranty period is indicated in technical specifications.
 - (b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period of one week and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser. If the Supplier, having been notified, fails to remedy the defect(s) within the period of one week, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Agreement.
- 19. Payment** Hundred (100) percent of the Price of Goods received and constructed under each Purchase Order shall be paid by EIA within thirty (30) days of receipt of the Goods upon submission of invoice and other documents described in Clause 14 of this Agreement.
- 20. Prices** Price quoted by the Suppliers shall be fixed and firm for the duration of this Framework Agreement and Purchase Orders, including any extensions.
- 21. Amendments** Any variation or modification to this Agreement or the Purchase Orders shall be made only by written amendment signed by the parties.
- 22. Assignment** The Supplier shall not assign, in whole or in part, its obligations to perform under this Agreement, except with the Purchaser's prior written consent.
- 23. Delays in the Supplier's Performance** Delivery of the Goods and performance of related Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Purchase Orders. If at any time during performance of the Purchase Order, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Purchase Order.


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24. Liquidated Damages Subject to Clause 23, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Agreement, deduct from the Purchase Order Price, as liquidated damages, a sum equivalent to 0.5% of price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10% of the Purchase Order price. Once the maximum is reached, the Purchaser may consider termination of the Agreement or the Purchase Order pursuant to Clause 25.

25. Termination for Default

The Purchaser, without prejudice to any other remedy for breach of the Agreement, by written notice of default sent to the Supplier, may terminate this Agreement in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Purchase Order, or within any extension thereof granted by the Purchaser; or
- (b) if the Goods do not meet the Technical Specifications or registration requirement (if any) stated in the Agreement; or
- (c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in Clause 7, in competing for or in executing the Agreement; or
- (d) If the Supplier fails to perform any other obligation(s) under the Agreement.

In the event the Purchaser terminates the Agreement in whole or in part, pursuant to this Clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services.

26. Termination for Insolvency

The Purchaser may at any time terminate the Agreement by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent.

27. Termination for Convenience

The Purchaser, by written notice sent to the Supplier, may terminate the Agreement or the Purchase Order, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Agreement or Purchase Order is terminated, and the date upon which such termination becomes effective. The Goods that are already supplied before the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the terms and prices described in the Agreement and the Purchase order.

28. Dispute Resolution

Any dispute arising out of the Agreement, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration and Conciliation Act of 1996 of India. The venue of adjudication/arbitration shall be Jaipur.

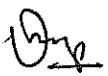
29. Applicable Law

The Agreement shall be interpreted in accordance with the laws of Union of India.

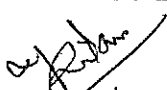
30. Notices

Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing.

The Purchaser's addresses for notice purposes is:


(Dr. Om Prakash)
Project Director
RACP, Durgapura, JAIPUR

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Managing Director

Project Management Unit,
II Floor, Academic Block,
SIAM, Durgapura,
Jaipur Rajasthan 302018.

The Supplier's addresses for notice purposes is:

M/S. Topsun Energy Ltd.
B-101,GIDC, Electronic Zone,
Sector-25 , Gandhinagar-382028 ,
Gujarat, India
Telephone No. +91 79 23288804
Fax No. +91 79 23288805
Email: info@topsunenergy.com

31. Taxes and Duties

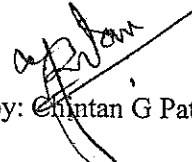
The Supplier shall be entirely responsible for all taxes, duties, octroi, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

FOR THE PURCHASER

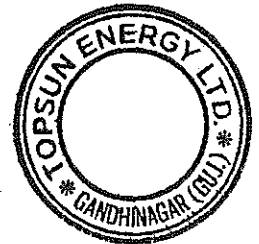


Signed by _____ **(Dr. Om Prakash)**
Project Director
Title: _____ **RACP, Durgapura, JAIPUR**

FOR THE SUPPLIER,
M/S. Topsun Energy Ltd.



Signed by: _____ **Chintan G Patel**
Title: Managing Director



Annexure A: Schedule of Requirements

M/s Topsun Energy Ltd.

Sl. No.	Supply installation and commissioning of Goods		Unit	Maximum quantity that can be purchased from Supplier	Tentative Delivery Schedule	Likely consignees	Performance Security (INR)	Agreed Unit price* (INR)	Total Price for the quantity to be purchased (INR)
1	SPV DC / 20-100 m head / Static mounting structure	Surface Pumping System 3 HP	Nos.	1	FA will be valid for the period of one year from the date of contract award. As the delivery schedule will be given on monthly basis. The delivery of the equipment and its commissioning will be undertaken as per advice for instalment deliveries issued by the Purchaser each month. Material shall delivered within 45 days of issuance of such advice and the equipment will be installed and commissioned in the farmers' fields within 65 days from the date of issuance of the monthly advice for supplies.	Farmer's field of different RACP Clusters	7,19,153/-	274200	274200
2	SPV DC / 20-100 m head / Static mounting structure	Surface Pumping System 5 HP	Nos.	1				369200	369200
3	SPV DC / 20-100 m head / Static mounting structure	Submersible Pumping System 3 HP	Nos.	2				492400	492400
4	SPV DC / 20-100 m head / Static mounting structure	Submersible Pumping System 5 HP	Nos.	50				340200	17010000
5	SPV AC / 20-100 m head / Static mounting structure	Surface Pumping System 3 HP	Nos.	2				262200	524400
6	SPV AC / 20-100 m head / Static mounting structure	Surface Pumping System 5 HP	Nos.	2				351200	702400
7	SPV AC / 20-100 m head / Static mounting structure	Submersible Pumping System 3 HP	Nos.	5				242200	1211000
8	SPV AC / 20-100 m head / Static mounting structure	Submersible Pumping System 5 HP	Nos.	151				308200	46538200
9	SPV Domestic lighting system - Wp/ 40 Ah Battery/ 9Wx2 fixture	Wp/ 40 Ah Battery/ 9Wx2 fixture	Nos.	185				8060	1491100
10	Fencing around Solar Panels and Structure - Fencing as per technical specification*	Fencing as per technical specification*	Nos.	215				15360	3302400
									71915300

* Agreed Unit and Total Price is inclusive of inland transportation, insurance, & other local costs incidental to deliver, After-sales service, Training and excluding all applicable taxes

Dr

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Project Director
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Dr
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