**Form 23A:** Format of Tripartite Agreement to be executed by the RF Technology Provider with the Sole bidder/Lead member of a Bidding Consortium and the RF Solution Provider.

**FORM OF AGREEMENT BETWEEN**

**M/s Apraava Energy Private Limited, Wirepas Oy, AND M/s. Kimbal Private Limited** for bidding for Tender No. CE/ IT & RAPDRP – 26/ 2024-25 Package - 1 (the “RFP”) dated 14.03.2025.

1. THIS Agreement (hereinafter referred to as “Agreement”) executed on this \_\_\_\_\_\_\_ [date] day of \_\_\_\_\_\_\_\_\_\_\_ [month], 2025 [year] between
2. **M/s Apraava Energy Private Limited,** a company incorporated under the laws of India and having its Registered Office at T-15A, Third Floor, Salcon Rasvilas, Saket, New Delhi – 110 017, India, (hereinafter called "Party 1,” or “Lead Consortium Member” or “Sole Bidder” which expression shall include its successors, executors and permitted assigns);
3. **Wirepas Oy,** a company incorporated under the laws of Finland and having its Registered Office at Tampere, Finland, (hereinafter called "Party 2,” or “RF Technology Provider” or “Sub- contractor” which expression shall include its successors, executors and permitted assigns);
4. **M/s. Kimbal Private Limited,** a company incorporated under the laws of India and having its Registered Office at C-117, 1st to 4th Floor, Naraina Industrial Area, Phase-I, New Delhi-110028, (hereinafter called "Party 3,” or “RF Solution Provider” or “Sub- contractor” which expression shall include its successors, executors and permitted assigns);

WHEREAS the Parties above named are entering into this Agreement for the purpose of submitting the Bid in response to the RFP and in the ﻿event of selection as Selected Bidder to comply with the requirements as specified in the RFP and ensure execution of the Advanced Metering Infrastructure Service Provider (AMISP) Contract as may be required to be entered into with **Tamil Nadu Power Distribution Corporation Limited (TNPDCL)**.

Party 1, Party 2 and Party 3, are hereinafter collectively referred to as the “Parties” and individually as a “Party.

WHEREAS the RFP stipulates that the sub-contractors shall submit a legally enforceable Tripartite Agreement in a format specified in the RFP, whereby each sub-contractor undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. In consideration of the above premises and agreement all the Parties in this Consortium do hereby mutually agree as follows:
2. In consideration of the selection of the bidder by the TNPDCL, we as the sub-contractor to the sole bidder/ lead member of the bidding Consortium and Party to this Agreement do hereby unequivocally agree that **M/s Apraava Energy Private Limited**, shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of **Wirepas Oy** and **M/s. Kimbal Private Limited**.
3. The Roles and Responsibilities of the sub-contractors shall be as per the Annexure – A to this Agreement.
4. The RF Technology Provider, RF Solution Provider and the Sole bidder/ Lead member guarantee End to End support for RF implementation & maintenance throughout the period of contract.
5. The sub-contractors undertake to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP. The Sole bidder/ Lead Consortium Member shall be liable and responsible for ensuring the individual and collective commitment of the sub-contractor in discharging their respective Roles and Responsibilities.
6. In case of any breach of any of the commitment as specified under this Agreement by the sub- contractors, the Sole bidder/ Lead Consortium Member shall be liable to meet the obligations as defined under the RFP.
7. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Sole bidder/ Lead Consortium Member under these presents.
8. The Parties expressly agree to adhere to all the terms and conditions of the RFP and confirm that we don’t have any Conflict of Interest (as defined in the RFP).
9. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Chennai shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
10. It is further expressly agreed that the Agreement shall be irrevocable and, for the AMISP, shall remain valid over the term of the Project, unless expressly agreed to the contrary by TNPDCL.
11. The Sole bidder/ Lead Consortium Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Sub-contractors respectively from time to time in response to the RFP for the purposes of the Bid. The representation by the Sole bidder/ Lead Consortium Member shall be deemed to be acting on behalf of, and binding on the sub-contractors.
12. It is expressly understood and agreed between the Sole bidder/ Lead consortium member and the sub-contractors that the responsibilities and obligations of each of the Parties shall be as delineated as annexed hereto as Annexure - A forming integral part of this Agreement. It is further agreed by the Parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Parties, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.
13. It is clearly agreed that the Sole Bidder/ Lead Consortium Member shall ensure performance indicated in the RFP. In the event the subcontractors fails to perform its/ their respective obligations, the same shall be deemed to be a defaulted by the Sole Bidder/ Lead Consortium Member.
14. It is hereby expressly agreed between the Parties to this Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of TNPDCL.
15. This Agreement:
    1. has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
    2. sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
    3. may not be amended or modified except in writing signed by each of the Parties and with prior written consent of TNPDCL.

**Assignment**

No Party shall have the right to assign or in any way transfer any of its rights or obligations under this tripartite agreement to any other 4th party apart from the three parties mentioned above without the prior consent of TNPDCL.

**Statutory Compliance**

The Parties to this agreement agree and confirm that they are solely responsible for complying with all the statutory requirements of Govt. of India, and any other statutory authorities in the execution of the Project if awarded to it.

**Dispute and Settlement**

All disputes and differences between the Parties hereto regarding the construction or interpretation of any, if the terms and conditions herein contained or touching these presents or determination of any liability hereunder shall be mutually discussed and settled the disputes if any within the Parties. TNPDCL will in no way be interfered with.

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| ﻿Common Seal of **M/s Apraava Energy Private Limited** has been affixed in my presence pursuant to Board Resolution dated ………………………… | **M/s Apraava Energy Private Limited (Party 1)**  [Signature of Authorized Representative]  [Name of the Authorized Representative]  [Designation of the Authorized Representative] |

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| --- | --- |
| ﻿**Witness 1**  **[Signature of Witness 1]**  ................................................................  Name Witness 1 :  Designation Witness 1 : | **Witness 2**  **[Signature of Witness 2]**  ................................................................  Name Witness 2 :  Designation Witness 2 : |

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| ﻿Common Seal of **Wirepas Oy** has been affixed in my presence pursuant to Board Resolution dated ………………………… | ﻿**For Wirepas Oy (Party 2)**  [Signature of Authorized Representative]  [Name of the Authorized Representative]  [Designation of the Authorized Representative] |

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| ﻿**Witness 1**  **[Signature of Witness 1]**  ................................................................  Name Witness 1 :  Designation Witness 1 : | **Witness 2**  **[Signature of Witness 2]**  ................................................................  Name Witness 2 :  Designation Witness 2 : |

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| ﻿Common Seal of **M/s. Kimbal Private Limited** has been affixed in my presence pursuant to Board Resolution dated ………………………… | **﻿For M/s. Kimbal Private Limited (Party 3)**  [Signature of Authorized Representative]  [Name of the Authorized Representative]  [Designation of the Authorized Representative] |

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| ﻿**Witness 1**  **[Signature of Witness 1]**  ................................................................  Name Witness 1 :  Designation Witness 1 : | **Witness 2**  **[Signature of Witness 2]**  ................................................................  Name Witness 2 :  Designation Witness 2 : |