

Annexure – 2: Check list for Registration form

S. No.	DOCUMENTS	REQUIRED	SUBMITTED
1.	Stage-1 approval (NOC) from DISCOM	Yes	
2.	Registration form signed by Registered consumer on each page with stamp	Yes	
3a.	SLD of solar plant signed by Registered Consumer and Solar Plant Installer with stamp	Yes	
3b.	Checklist for SLD	Yes	
4.	<p>Solar PV Module IEC Certificates:</p> <p>IEC 61215/IS14286 (Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV Modules))</p>	Yes	
	<p>IEC 61730 Part 1 & Part 2 (Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction)</p>	Yes	
	<p>IEC 61853: Part 1/ IS 16170: Part 1 (Photovoltaic (PV) module performance testing and energy rating – Irradiance and temperature performance measurements, and power rating)</p>	Yes	
	<p>IEC 62804-1-1:2020 (Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1-1: Crystalline silicon – Delamination)</p> <p>IEC 62804-2:2020 (Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation)</p>	Yes	

5.	Inverter IEC Certificates:		
	IEC 61727 (Photovoltaic (PV) systems - Characteristics of the utility interface)	Yes	
	IEC 62116 (Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures)	Yes	
	IEC 62109-1, IEC 62 09-2 (Safety of power converters for use in photovoltaic power systems Safety compliance)	Yes	
6.	Inverter Data Sheet	Yes	
7.	Solar PV Module Data Sheet	Yes	
8.	Net Metering Connection Agreement on Rs.100/- non judicial stamp paper, duly attested by Notary public signed by Registered Consumer on each page with stamp	Yes	

Check list of documents for sanction of project

(Additional documents required in case of projects under CFA)

9.	Sanction request letter on Letter head (Annexure-D)	Yes	
10.	Copy of CAPEX Agreement/ RESCO Agreement (PPA) (along with Agreement between vendor and beneficiary for additional cost (Annexure -Y), if applicable) (on Rs.100/- non judicial stamp paper, duly attested by Notary public signed by Registered Consumer on each page with stamp)	Yes.	
11.	Colored site Photographs with Date & Time Stamping and Geo-coordinates (before Solar plant installation)	Yes	
12.	Project Report format (Annexure- F)	Yes	
13.	ALMM Undertaking (Annexure -T)	As per applicability notified by MNRE	

Note: Consumer's signature must be on each page of documents and Installer's seal and signature must be on all technical documents except Registration form & Net metering connection agreement.

Application for Registration Of the Scheme for Renewable Energy System

To
The Nodal officer-Net metering cell, Renewables Department
2ND floor, C-Block, BSES Bhawan, Nehru Place
Behind DTC Bus Terminal, New Delhi-110019

I intend to register for the scheme for Renewable Energy System, in compliance of Delhi Electricity Regulatory Commission (Net Metering for Renewable Energy) Regulations, 2014.

1	Name of Registered Consumer		
2	Address of Registered Consumer		
3	CA No.		Sanctioned load as per latest Electricity Bill
4	Net-metering Application No.	NM-	Supply voltage (230V, 415V, 11kV,33kV, 66kV)
5	Mobile No. of Consumer:		Mobile No. of Installer:
6	E-Mail ID of Consumer (In Capital letters)		
7	E-Mail ID of Installer (in Capital letters)		
8	Renewable Energy Source type (solar / wind / other)		Capacity of Renewable Energy System
9	Name of solar plant Installer		Proposed date of completion of the installation

I(Name of Consumer) undertake that ownership of the roof/land where solar PV system is installed is with me. I shall comply with the terms and condition of Model Connection Agreement .I agree to pay the Registration charges (details as provided below) as stipulated under Delhi Electricity Regulatory Commission (Net Metering for Renewable Energy) Regulations, 2014 once this application for registration is approved. Also, I agree to pay registration charges & all other applicable charges raised by the DISCOM through my electricity bill.

S No.	Capacity (kWp)	Charges (Rs)	Please tick any one as per your plant capacity
1	1 to 10	1000/-	
2	>10 to 50	3000/-	
3	> 50 to 100	6000/-	
4	>100 to 300	9000/-	
5	>300 to 500	12000/-	
6	>500	15000/-	

Enclosure: Documents as per “Checklist of Registration form” (annexure -II)

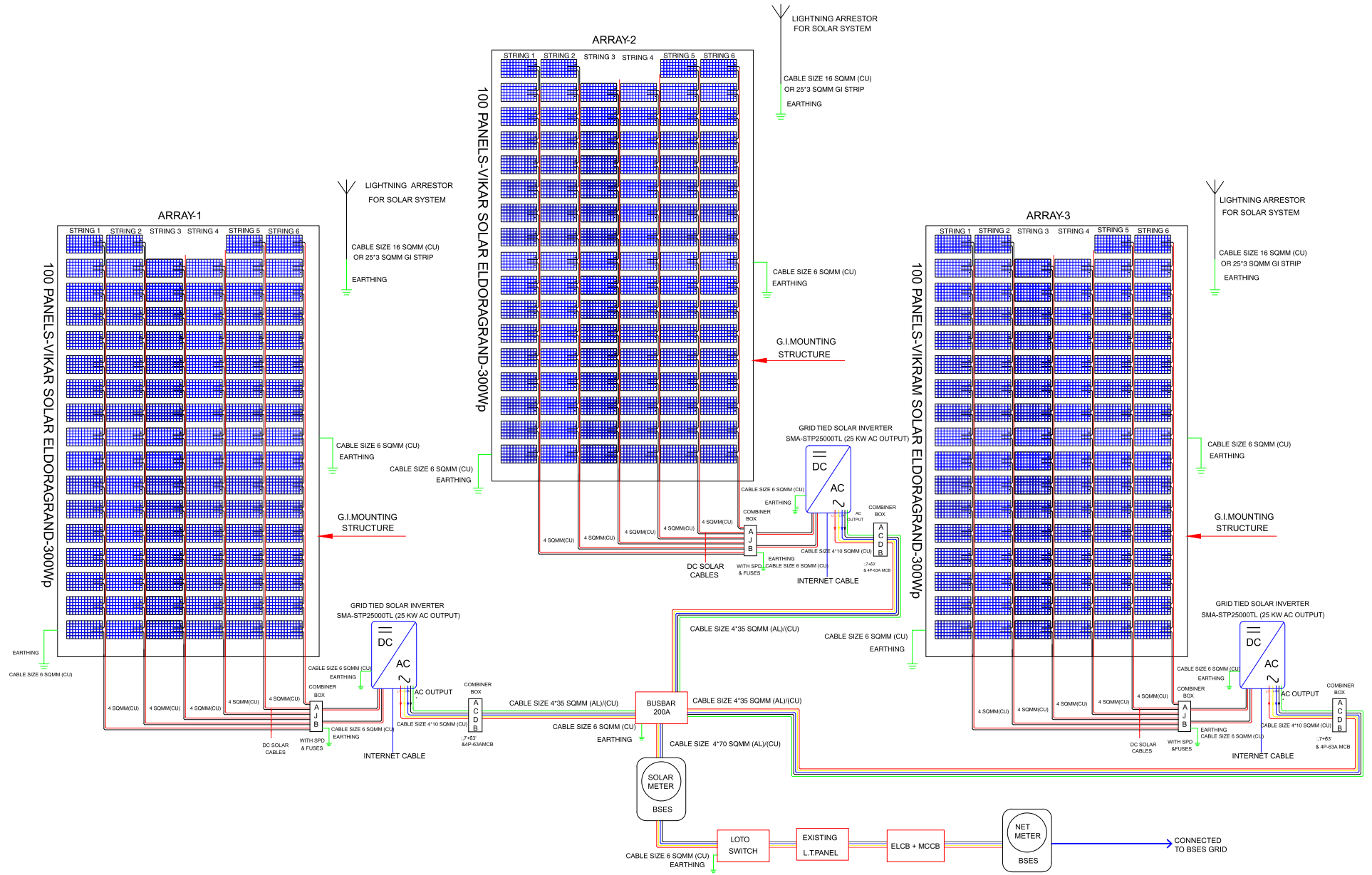
Place:

Date:

Signature of Registered Consumer with stamp

FOR OFFICE USE ONLY

Registration Number:		Registration Date:	
-----------------------------	--	---------------------------	--



SINGLE LINE DIAGRAM FOR ROOF TOP SOLAR SYSTEM-75KW

TOTAL CAPACITY OF MODULES : 90 KWp	CLIENT NAME & ADDRESS:	INSTALLER'S DETAILS:
TOTAL CAPACITY OF INVERTERS : 75 KW		

Check list I: Single Line Diagram (SLD)

S. No.	PARAMETERS	REMARKS
1.	Array Configuration (as per MPPT range) – No. of modules per string and no. of strings	No. of modules per string - No. of strings-
2.	Module Sizing	
a)	Rating of module	
b)	No of modules	
3.	Inverter Sizing	
a)	Rating of inverter	
b)	No. of inverter	
c)	Inverter Type (1-Phase/3-Phase)	
4.	AJB Circuit Diagram	
a)	SPDs	
b)	Fuses	
5.	ACDB Circuit Diagram	
a)	SPDs	
b)	MCB/MCCBs	
6.	DC Cable Sizing Marking	
a)	DC Cable size, type (Cu) and length from Module to Inverter	
7.	AC Cable Sizing Marking	
a)	AC Cable size, type (Cu) and length from Inverter to ACDB	
b)	AC Cable size, type (Cu/Al) and length from ACDB to LT panel	
8.	Manual Isolation Switch (LOTO) at Solar Meter Output	
9.	Lightning Arrestor	

10.	Earth Pits	
a)	DC Earth Pit (Array structure & AJB) (Nos.)	
b)	Conductor /Strip size & type (Cu/Al/GI)	
c)	AC Earth Pit (Inverter, ACDB & LT Panel) (Nos.)	
d)	Conductor /Strip size & type (Cu/Al/GI)	
e)	LA Earth Pit (Nos.)	
f)	Conductor/Strip size & type (Cu/GI)	
11.	Solar Meter	
12.	Net Meter	
13.	ELCB + MCCB box	
14.	Data logger	
15.	LT Panel	
16.	HT Panel, CB, Transformer with rating (if applicable)	
17.	Plant Capacity Rating (DC)	
18.	Plant Capacity Rating (AC)	
19.	Consumer's Signature	
20.	Installer's seal with signature	
21.	ELCB Placed	
22.	MCCB placed after / before ELCB	
23.	Voltage drop from Inverter to ACDB	
24.	Voltage drop from ACDB to LT panel.	

Checked By :

Signature:

Net Metering Model Connection Agreement For Renewable Energy

(On Rs.100/- non judicial stamp paper, duly attested by Notary public)

This Agreement is made and entered into at New Delhi on date _____ between the Registered consumer name _____ CA No. _____ & applied solar capacity _____ (in kWp) solar capacity found at site _____ (kWp) residing at _____ as first party and BSES Rajdhani Power Ltd. (herein after called as Discom) and having its registered office at BSES Bhawan, Nehru place, New Delhi, 110019 as second party of the agreement.

1. Eligibility

1.1 Eligible consumer is required to be aware, in advance, of the standards and conditions his system has to meet for being integrated into grid/distribution system.

1.2 Eligible consumer agrees that connection of Photovoltaic system to Discom's distribution system shall be bound by requirements of state Distribution Code and / or Discom's conditions of service and Delhi Electricity Regulatory Commission (Net Metering for Renewable Energy) Regulations, 2014. The grid shall continue to perform with specified reliability, security and quality as per the Central Electricity Authority (Grid Standard) Regulations 2010 as amended from time to time.

2. Technical and Interconnection Requirements

2.1 The Eligible Consumer agrees that he/she has installed or will install, prior to connection of Photovoltaic System to Discom's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Discom to have access to and operation of this, if required, for repair and maintenance of the distribution system.

2.2 The Eligible consumer agrees that in case of a power outage on Discom's system, photovoltaic system will shut down, unless special transfer and isolating capabilities have been installed on photovoltaic system.

2.3 Technical specification of net meter and renewable energy meter should be in compliance to Discom.

2.4 All the equipment connected to distribution system must be compliant with relevant International (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Indian Electricity Rules, 1956 and Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations, 2013.

2.5 The Eligible Consumer agrees that Discom will specify the interface/inter-connection point and metering point.

2.6 The Eligible Consumer agrees to adhere to following power quality measures as per International or Indian standards and/or other such measures provided by Commission/Discom.

- A. Harmonic current: Harmonic current injections from a generating station shall not exceed the limits specified in IEEE 519.
- B. Synchronization: Photovoltaic system must be equipped with a grid frequency synchronization device. Every time the generating station is synchronized to the electricity system, it shall not cause voltage fluctuation greater than +/- 5% at point of connection.
- C. Voltage: The voltage-operating window should minimize nuisance tripping and should be under operating range of 80% to 110% of the nominal connected voltage. Beyond a clearing time of 2 seconds, the Photovoltaic system must isolate itself from the grid.
- D. Flicker: Operation of Photovoltaic system shouldn't cause voltage flicker in excess of the limits stated in the relevant sections of IEC 61000 standards or other equivalent Indian standards, if any.
- E. Frequency: When the Distribution system frequency deviates outside the specified conditions (50.5 Hz on upper side and 47.5 Hz on lower side), the Photovoltaic system must isolate itself from the grid beyond a clearing time of 0.2 seconds.
- F. DC Injection: Photovoltaic system should not inject DC power more than 0.5% of full rated output at the interconnection point or 1% of rated inverter output current into distribution system under any operating conditions.
- G. Power Factor: While the output of the inverter is greater than 50%, a lagging power factor of greater than 0.9 should operate.
- H. Islanding and Disconnection: The Photovoltaic system in the event of voltage or frequency variations must island/disconnect itself within the stipulated Period as per applicable IEC standards / Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations, 2013.
- I. Reconnection: The photovoltaic (PV) system shall be equipped with a voltage and frequency sensing and time-delay function to prevent the PV system from energizing a de-energized circuit and to prevent the PV system from reconnecting with electricity system unless voltage and frequency is within the prescribed limits and are stable for at least sixty seconds.
- J. Overload and Overheat: The inverter should have the facility to automatically switch off in case of overload or overheating and should restart when normal conditions are restored.
- K. Paralleling device: Paralleling device of Photovoltaic system shall be capable of withstanding 220% of the nominal voltage at the interconnection point.

2.7 As per Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations, 2013, measurement of Harmonic current injection, Direct Current injection and flicker shall be done with calibrated meters before the Commissioning of the project and once in a year in presence of the parties concerned.

It shall be the responsibility of the Eligible Consumer to ensure that the annual measurement of Harmonic Current Injection, Direct Current injection and flicker, be done every year within 30 days from the commencement of respective year and shall submit the report thereto within 7 days from the date of such measurement.

2.8 The Eligible Consumer agrees to furnish all the data such as voltage, frequency, and breaker, isolator position in his system, as and when required by the Discom. He/she shall also provide facilities for online transfer of the real time operational data.

3. Safety

3.1 The Eligible Consumer shall comply with the Central Electricity Authority (Measures Relating to Safety and Electricity Supply) Regulations 2010.

3.2 The Eligible Consumer agrees that the design, installation, maintenance and operation of the Photovoltaic System are performed in a manner conducive to the safety of the Photovoltaic System as well as the Discom's distribution system.

3.3 Due to Discom's obligation to maintain a safe and reliable distribution system, The Eligible consumer agrees that if it is determined by Discom that eligible consumer's photovoltaic System either causes damage to and/or produces adverse effects affecting other distribution systems' consumers or Discom's assets, eligible consumer will have to disconnect photovoltaic system immediately from the distribution system upon direction from the Discom and correct the problem at his own expense prior to a reconnection.

3.4 The eligible Consumer agrees that any change/ alteration/ modification/ addition/ reduction/ removal of capacity in the Photovoltaic System post Net metering shall be carried out only after securing prior permission from Discom, which shall be issued post receipt of necessary Test Certificate(s) and other documents as notified by DISCOM time to time.

4. Clearances and Approvals

4.1 The Eligible Consumer agrees to attain all the necessary approvals and clearances (environmental and grid connected related) before connecting the photovoltaic system to the distribution system.

5. Access and Disconnection

5.1 Discom shall have access to metering equipment and disconnecting means of Photovoltaic System, both automatic and manual, at all times.

5.2 In emergency or outage situation, where there is no access to a disconnecting means, both automatic and manual, such as a switch or breaker, Discom may disconnect service to the premise.

6. Liabilities

6.1 The Eligible Consumer and Discom will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of photovoltaic system or Discom's distribution system.

6.2 Discom and the Eligible Consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.

6.3 Discom shall not be liable for delivery or realization by the Eligible Consumer for any fiscal or other incentive provided by the central government.

7. Commercial Settlement

7.1 All the commercial settlement under this agreement shall follow the Net metering regulations of Delhi Electricity Regulatory Commission (Net Metering for Renewable Energy) Regulations, 2014 and subsequent amendments.

8. Conditions For System Connectivity

8.1 The parties shall abide by the Central Electricity Regulatory Commission Regulations in respect of procedure of grant of Connectivity. The consumer shall submit the following documents to Discom for the grant of connectivity:

- Synchronization Circuit Details
- Safety Report
- Protection Circuit Details
- Test Certificates of System
- Schematic diagram of Renewable Energy system

9. Connection Costs

9.1 The Eligible Consumer shall bear all costs related to setting up of Photovoltaic System including metering and interconnection costs as per estimate by BRPL. The eligible consumer agrees to pay the actual cost of modifications and upgrades to the distribution facilities required to connect photo-voltaic system in case it is required.

9.2 Cost for interconnection equipment including the isolators, meters etc. are also to be borne by the eligible consumer.

10. Termination

10.1 The term of this Agreement shall be the life of a typical solar Photovoltaic power plant, which is 25 years or till the validity of license with BRPL, whichever is earlier, unless this Agreement is otherwise terminated as per the provisions of the clause.

10.2 Discom has the right to terminate Agreement on 30 days prior written notice, If the Eligible Consumer breaches any term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Discom of the breach.

10.3 That during the validity of this agreement the Eligible Consumer shall be liable to ensure the continuous connection of solar photovoltaic power plant with DISCOM Grid. In case of any disconnection of plant from DISCOM Network, the Eligible Consumer shall be under a mandate intimate the said disconnection to DISCOM in at least 3 days in advance, except the situation beyond control. Whereas all the eventuality of disconnections, where the same could not be informed in advance, the same shall be communicated within 2 days of such disconnection, without fail and shall rectify the default causing such disconnection. Further in case of failure from the side of consumer in rectifying the said default within 3 days, the same shall be termed as breach of NM Model Connection Agreement and BRPL shall be having all rights, as available, given the breach committed by eligible consumer/s including the termination of this agreement and necessary post termination obligations shall follow.

10.4 The Eligible Consumer agrees that upon termination of this Agreement, consumer must disconnect the Photovoltaic System from Discom's distribution system in a timely manner and to Discom's satisfaction

11. That the consumer, for setting up/installation of solar photovoltaic power plant and during the tenure of the installation of the same, shall be liable to take all permissions/permits/approvals as required under the provisions of relevant laws.

12. That upon setting up and during the period of installation of solar photovoltaic power plant, the consumer/s shall jointly and severally, keep BRPL/ its employees/ directors/ officers/ associates indemnified from all cost consequences, liabilities, penalties, claim of damages/compensation etc from any person/agency/land owning agency/court or any other judicial-quasi-judicial authority citing the establishment and/or operation & maintenance of solar photovoltaic power plant.

13. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India, and courts in Delhi shall have exclusive jurisdiction to rule on any matters or disputes arising from or relating to anything contained within this Agreement.

14. This agreement shall be governed by the and Delhi Electricity Regulatory Commission (Net Metering for Renewable Energy) Regulations, 2014 and any other order/directions in related to establishment/ maintaining/ functioning of solar photovoltaic power plant. Further in case of any change in the above laws, the eligible consumers shall be liable to comply the same.

In the witness, where of Mr./Ms. _____ and Mr./Ms. _____
for and on behalf of _____ (The Eligible Consumer/Registered consumer) and
Head of Department on behalf of BSES Rajdhani Power Limited agree to this agreement.

Date:

Name & Signature of
Registered Consumer

Signature of Head (Renewable)
BSES Rajdhani Power Limited

Sanction Request Letter
(On Letterhead of the Vendor)

Letter No. _____

Dated _____

To,

Name and Address of BYPL/BRPL/TPDDL

Sub: Application for approval of project sanction for disbursement of CFA for Installation and Commissioning of Solar PV Plant under XXXX Model in Part X

Ref: 1. Your Allocation Letter No. _____ Dated _____

2. Project Sanction documents received vide letter number XXX dated XX.XX.XXXX

Dear Sir,

In reference to the above allocation letter dated _____, allocating us an aggregate capacity of XX kWp (allocated capacity in the category) Solar PV Project under XXXX model under Part X, we request you to kindly issue this consent letter for installation and commissioning of solar PV projects in BYPL/BRPL/TPDDL area under the grid connected rooftop scheme as per the following details:

Total allocated capacity	Project Cost (Rs/ kWp)	Capacity Sanctioned (kWp)	CFA Amount
1.			
2.			
3.			

We shall complete the Installation & Commissioning of the sanctioned projects as per the terms and conditions of the RFP document and work order issued by the BYPL/BRPL/TPDDL.

Thanking You
Yours Faithfully,

(Name of Authorized signatory of the Vendor)

(Designation)

Annexure Y

Agreement between Vendor and beneficiary for additional cost

This agreement is signed between two parties i.e., M/s (Name of Vendor) registered at address, who is an empanelled vendor in the tender floated by BYPL for implementation of grid connected rooftop solar (GCRTS) PV projects in the operational area of name of *BYPL/BRPL/TPDDL*, hereby referred to in as the 'Vendor' or 'first party' AND (Name of Consumer, residing at.....) , hereby referred to in as the 'customer' or 'second party'.

Both the parties mentioned above, by mutual consent, are entering into an agreement for installation of grid connected rooftop solar project under Phase-II of grid connected rooftop solar programme of MNRE, being implemented by *BYPL/BRPL/TPDDL* in the operational area of Delhi. The second party has satisfied itself that the first party is an empanelled vendor in the tender floated by BYPL and rooftop solar project ofkW capacity will be installed by first party at the residence of second party, under the tender floated by BYPL.

Both the parties referred above, do hereby declare that they are aware of the fact that the L-1 price discovered in the tender floated by BYPL is Rs. /kW. However, the second party has agreed to pay additional cost to the first party for desired customization in the project which is in the form of (mention the customizations). Due to these customizations, the per KW cost of the rooftop project comes out to be (Rs.).

The first party hereby declares that the invoice raised to the second party for amount mentioned above, is on actual basis after taking into account the cost of any customization and no other extra/hidden charges are being charged to the second party. The second party hereby declares that they are aware of the provisions of the scheme and do hereby consent to pay the additional cost of customization to the first party for the desired customizations. MNRE and the DISCOM shall not be, in any case, be held responsible for any dispute arising out of this agreement/financial transaction.

This agreement is entered intoday of the month ofin year.....

For First Party
(Name of the Delhi DISCOMs)

For Second Party
(Name of Consumer)

**ENGINEERING, PROCUREMENT & CONSTRUCTION(EPC)
AGREEMENT BETWEEN CONTRACTORS* AND ROOFTOP
BENEFICIARY FOR DESIGN, MANUFACTURE, SUPPLY,
ERECTION, TESTING AND COMMISSIONING INCLUDING
WARRANTY, OPERATION & MAINTENANCE OF GRID
CONNECTED ROOF-TOP SOLAR PHOTOVOLTAIC AND SMALL
SOLAR POWER PLANTS IN CAPEX MODEL**

(* This document may suitably be modified as mutually agreed between the Power Producer and Power Purchaser. However, elements of Plant performance and liabilities as at Clause 14 will be binding)

ENGINEERING, PROCUREMENT & CONSTRUCTION AGREEMENT

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 " **CONTRACTOR**" 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 of the premises (address of the customer who he/she intend to get installed the GCRT solar PV system, say **Rooftop Beneficiary**), (hereinafter referred to as the "**CUSTOMER/BENEFICIARY**" which expression shall where the context so admits be deemed to include its heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART; The expressions "**CONTRACTOR**" and "**CUSTOMER/BENEFICIARY**", wherever the context so permits or requires shall collectively be referred to as "**Parties**" and individually as the “**Party**".

WHEREAS:

- A.** CONTRACTOR is a fully integrated solar solutions provider that offers comprehensive solar solutions to governments, corporate houses, villages, industries, and other consumers.
- B.** CUSTOMER/BENEFICIARY is a <Rooftop beneficiary>
- C.** CONTRACTOR has been notified as successful bidder by (<**DISCOM**>) vide its Letter of Allocation dated_____for design, manufacture, supply, erection, testing and commissioning including warranty, operation and maintenance for a period of_____years of roof-top Solar PV System and has been awarded_____kW capacity in_____
- D.** CONTRACTOR and CUSTOMER/BENEFICIARY enter into this Agreement for engineering, procurement & construction of a roof-top Solar PV Power System.

NOW, this Agreement witnesseth as follows:

1. PURPOSE & SCOPE OF THE AGREEMENT

- 1.1 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 _____KW proof-top Solar PV Power System (hereinafter referred to as the “**Solar Power System**”) for the CUSTOMER/BENEFICIARY, (hereinafter cumulatively referred to as the “**Works**”), for which the CUSTOMER/BENEFICIARY has handed over the premises, which is with a clear title and is encumbrance free, to the CONTRACTOR, along with required approvals from concerned authorities, and the CUSTOMER/BENEFICIARY’s entering into this Agreement is proof enough of its consent to start work thereon.
- 1.2 The technical specifications (hereinafter referred to as the “**Technical Specifications**”) that need to be adhered to by the CONTRACTOR in implementing the roof-top Solar PV Plant for the CUSTOMER/BENEFICIARY shall be in accordance with the ones issued by <DISCOM> vide RfS /Tender No.____dated_ and the performance parameters (hereinafter referred to as the “**Performance Parameters**”) that shall govern the Scope of Duty of the CONTRACTOR regarding the Works for the CUSTOMER/BENEFICIARY are mentioned in detail in **Schedule 1** to this Agreement.
- 1.3 All the pedestals meant for mounting the modules must be casted on the lintel by removing the tiles and other loose material in the area where the pedestals are to be casted. The surface of the lintel should be thoroughly cleaned and an adhesive should be applied on the lintel surface before casting the pedestals in order to have strong bonding with the lintel. After casting of the pedestals the water proofing material should be applied

surrounding the pedestals in order to avoid any water seepage during rainfall.

1.4 Contractor shall ensure that SPV modules, parts of MS structures, other hardware like nuts, bolts and grouting hardware etc., are not loosely scattered over the terrace of a building. These items must be securely stored in an enclosed room where they cannot be affected by winds or such loose materials must be tied properly. Further, Successful bidder shall ensure that rooftop Solar PV system should be designed and installed in such a way that its performance should not be affected due to the problem of water logging at site etc.

1.5 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate

IEC/Indian Standards as detailed in the relevant MNRE's scheme. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.

1.6 Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

2. EFFECTIVE DATE

The Agreement will enter into effect from the date of its execution (the "**Effective Date**") for all contractual obligations under this Agreement.

3. NON DISCLOSURE & CONFIDENTIALITY

Any information (whether oral, written, visual or otherwise, hard or soft copy) may be provided by either Parties, provided the same is reduced in writing immediately and marked and identified as confidential information) disclosed or made known by the Parties to each other, shall be considered "**Confidential Information**" unless otherwise specified. Both the Parties commit to a strict maintenance of confidentiality, of any information shared by either of the Parties. Any confidential information shared as a result of this Agreement shall remain in force until that particular Confidential Information falls into the public domain through no act or omission on part of the Parties or for a period of two (2) years from the last disclosure, whichever is later.

4. COMPLETION PERIOD

The completion period of the project shall _____ from receipt of the sanction letter from <DISCOM>

5. PAYMENT TERMS

5.1 In consideration of the completion of Works, the CUSTOMER/BENEFICIARY shall pay to CONTRACTOR 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, as mentioned in detail in **Schedule 2** to this Agreement. (Payment Schedule and terms may be mutually agreed between the Solar Developer and the Rooftop Beneficiary)

- 5.2 For any extra work beyond CONTRACTOR's scope, the same is payable additionally by the CUSTOMER/BENEFICIARY
- 5.3 In case of any statutory variations in the rate of applicable taxes and duties or imposition of new taxes & duties, including, but not limited to anti-dumping duties, during the tenure of the Agreement, which will impact the Contract Price, the same shall be borne by the CUSTOMER/BENEFICIARY.

6. WARRANTIES

- 6.1 In case of CUSTOMER/BENEFICIARY being a company, it warrants to the CONTRACTOR as follows:
- (A) it is a company duly incorporated under the laws of India, and it has all corporate powers and has applicable governmental approvals, if any, required to own the Site and to carry on its business as now conducted and is duly qualified to do business in the jurisdiction where it operates.
 - (B) It has the full legal right, capacity, and authority to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation on it; and,
 - (C) It has the corporate power and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary corporate action to authorize the execution and delivery by it of this Agreement and the transactions contemplated hereby.
- 6.2 The CONTRACTOR hereby warrants to the CUSTOMER/BENEFICIARY that the Scope of Work as executed by the CONTRACTOR shall be of good workmanship for a period of 5 years from Acceptance. During the period of

5 years from the date of completion of work ("**Warranty Period**") the CONTRACTOR shall rectify any part of the Works done found defective due to faulty materials and workmanship, for reasons solely attributable to the CONTRACTOR.

- 6.3 The CONTRACTOR will obtain manufacturers' warranties on the PV modules, inverters, as well as other components of the Power System for which manufacturer's warranties are available, in the name of the CUSTOMER/BENEFICIARY. Up until Acceptance, the CONTRACTOR will exercise any rights under the manufacturers' warranties on behalf of the CUSTOMER/BENEFICIARY.

7. **FORCE MAJEURE**

- 7.1 Force majeure shall mean any cause, existing or future, which is beyond the reasonable control of any of the parties including acts of God, storm, fire, floods, explosion, epidemics, quarantine, earthquake, strike, riot, lock out, embargo, interference by civil or military authorities, acts, regulations or orders of any governmental authority in their sovereign capacity, acts of war (declared or undeclared) including any acts of terrorism.
- 7.2 None of the parties shall be liable for the failure to perform any obligation in terms of this Agreement if and to such extent such failure is caused by a Force Majeure, provided that none of such acts of Force Majeure will relieve the CUSTOMER/BENEFICIARY from meeting its payment obligations.
- 7.3 The party prevented to fulfill its obligations (hereinafter referred to as "**the Affected Party**") by Force Majeure shall notify the other party through written means including fax/email/ post within one week after occurrence and cessation of such Force Majeure and it shall be established by the Affected Party that the Force Majeure had delayed performance of the Affected Party's obligations and services and was beyond the reasonable

control of the Affected Party and not due to the default or negligence of the Affected Party.

- 7.4 The periods for performance of this Agreement as agreed upon shall be extended by the periods of delay caused by such Force Majeure, as long as the period of Force Majeure does not last longer than three months.
- 7.5 If a Force Majeure continues for more than three months and the parties are not able to reach an agreement on the continuation of the Agreement within a further term of one month, the fulfillment of the Agreement shall automatically be deemed impossible and shall stand suspended / terminated.
- 7.6 Upon such suspension/termination, the CONTRACTOR shall be entitled to be paid the following amount:
- a) the amounts payable for the work completed until the date of suspension,
 - b) the cost of materials which have been delivered to CUSTOMER/BENEFICIARY, or of which CONTRACTOR is liable to accept delivery: this material shall become the property of CUSTOMER/BENEFICIARY when paid for by it, and CONTRACTOR shall place the same at CUSTOMER/BENEFICIARY's disposal,
 - c) Any other cost or liability, including unamortized cost of materials, which in the circumstances was reasonably incurred by CONTRACTOR in the expectation of completion of the Works,
 - d) demobilization costs of CONTRACTOR personnel and equipment,
 - e) all other costs incurred by CONTRACTOR on account of cancellation of order on such other suppliers.

8. INSURANCE

8.1 CONTRACTOR shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Agreement, the appropriate insurances set forth the sums equivalent to the contract price.

8.2 CONTRACTOR shall at its expense take out and maintain in effect or cause to be taken out and maintained in effect, during the construction period, the appropriate insurances for transportation of goods and materials

9. SITE ACCESS

9.1 The CUSTOMER/BENEFICIARY shall ensure the accuracy of all information and/or data to be supplied by the CUSTOMER/BENEFICIARY and shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, for preparation and maintenance of proper access roads to, and provide the right of way for, the Site, and for providing possession of and access to all other areas reasonably required for the proper execution of the Agreement, including all requisite rights of way, on or before the Effective Date.

9.2 The CUSTOMER/BENEFICIARY is under an obligation to provide access to Site at all times to the CONTRACTOR and to DISCOM officials, for the entire life of the Power System.

9.3 The progress of Works will be monitored by <DISCOM> and the Power System will be inspected for quality at any time during commissioning or after the completion of the Power System either by officer(s) from <DISCOM> or a team comprising of officers from <DISCOM>.

10. CUSTOMER/BENEFICIARY OBLIGATIONS

10.1 The CUSTOMER/BENEFICIARY must not interrupt the Works, and/or shall abstain from any act or omission of which it can reasonably be expected that it may delay the Works or make the Works more difficult and or expensive for CONTRACTOR. In addition to this, the CUSTOMER/BENEFICIARY alone shall be responsible, at his cost and expenses, for:

- a) Necessary statutory declaration forms, certificates, way bills, etc. on timely basis as may be required by the CONTRACTOR for movement of the goods to the Site and for claiming the tax or duty benefits on the imported, inter-state and local supplies and the services provided under this Agreement in line with policies in vogue.
- b) The CUSTOMER/BENEFICIARY & CONTRACTOR shall obtain in a timely and expeditious manner No Objection certificate from the DISCOM

11. SITE ADDRESS

The Site address where Works need to be performed to construct the Power System is: _____

12. PROVISION OF DATA

The CONTRACTOR shall be under an obligation to provide all data pertaining to Works and Power System for 5 years to <DISCOM>, *INTER ALIA*, about PV array energy production, solar irradiance, wind speed, temperature, etc. The customer/beneficiary as such will allow the CONTRACTOR to install a data logging system for power system monitoring.

12.1 The parameters of Works, and/or Power System shall be measured by

using solar monitoring system to maintain and to study the performance of Power System.

- 12.2 For access to real-time data, the CUSTOMER/BENEFICIARY agrees to provide <DISCOM>with the right to install any additional online monitoring equipment(s) on the Power System.

13. INDEMNITY

Both Parties shall fully Indemnify and hold harmless both parties and its affiliates, associates, directors and employees from and against, any and all losses, costs, damages, injuries, liabilities, claims and causes of action, including without limitation arising out of or resulting from claims by third Parties, acts, omissions or breach of any of the both parties affiliates, suppliers, employees, agents or contractors in the performance of both parties obligations under this Agreement or otherwise arising out of the Power System or its usage

- 14. Plant Performance and Solar Power Developer's Liability:** Solar Power Plant must be installed, commissioned and maintained to produce satisfactory power. If performance of the solar plant goes below to the norms given in RfS, it will be treated as Developer's default.

To take care of any such default, 5% of the rooftop owner/ beneficiary's payment liabilities to the developer will be treated as Performance Security through a suitable mechanism as agreed between the contractor and rooftop beneficiary. Such a mechanism can be Payment of 5% amount at the end of five years from date of commissioning, or Maintenance of Performance Bank Guarantee in form of Bank Guarantee, FDR etc.

The same must be confirmed to DISCOM at the time of claim of subsidy. .

The performance security is 1% per year and in case the plant performance

as per the terms and condition of the RfS is not achieved then performance security for that year will be forfeited by consumer at the end of the fifth year. Before invoking the performance guarantee by customer on nonperformance, customer shall take prior approval from the DISCOMs with intimation to the vendor.

15. NOTICES

Any notice through facsimile/e-mail/post and other communication provided for in this Agreement shall be in writing and sent to the address mentioned on the first page of the agreement

16. DISPUTE RESOLUTION

If any dispute of any kind whatsoever arises between Customer and Contractor in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent. .

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute, in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause either 15.1 or 15.2, shall be finally settled by arbitration.

16.1 In case the contractor is a Public Sector Enterprise or a government

department. In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

16.2 In all other cases

In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Customer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the

request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function for a period of 45 days or more, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause 16 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement. The arbitrator(s) shall give reasoned award. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

Cost of arbitration shall be equally shared between the Contractor and Customer.

17. GOVERNING LAW

All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of India, and the courts at New Delhi, India shall have exclusive jurisdiction with respect to any Dispute that occurs according to, or in relation to, the Agreement.

18. SEVERABILITY

If any provision of this Agreement is deemed or held by a court of competent jurisdiction, to be contrary to law or otherwise unenforceable, the provisions of this Agreement shall be enforced to the extent legally permissible and unenforceability of any of the provisions of this Agreement shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

19. LIMITATION OF LIABILITY

19.1 Subject to Clause 13 of this Agreement, but notwithstanding anything contained anywhere else in this Agreement, in no event shall a Party be liable, whether in contract, tort or otherwise, to the other Party for special, indirect or consequential loss or damages (such as, not exclusively, loss of production, loss of reputation, loss of income, loss of profit), except in case of fraud, willful default or reckless misconduct by the defaulting Party.

18.2 The maximum aggregate liability of the CONTRACTOR to the CUSTOMER/BENEFICIARY, arising out of or in connection with this Agreement or any breach, non-performance or performance of any provisions hereof, after Acceptance, and till up to the period of operation and maintenance, cannot amount to more than 5% (five per cent) of the Price for the Power System.

19. BINDING AGREEMENT

19.1 This Agreement, along with its Schedules, in and of itself is an enforceable binding contract and constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or

oral. The clauses contained in this Agreement shall not be construed as creating a partnership or joint venture, agency or employment relationship among the Parties. The relationship between the Parties under this Agreement is as principal-to-principal basis.

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 BEHALF OF < Name of Contractor >		FOR AND ON BEHALF OF <Name of Customer/ beneficiary, i.e. Rooftop _____ beneficiary	
_____ AUTHORISED SIGNATORY		_____ AUTHORISED SIGNATORY (Of Beneficiary)	
NAME: DESIGNATION : _____ WITNESS NAME:		NAME: DESIGNATION : _____ WITNESS NAME:	

SCHEDULE 1: PERFORMANCE PARAMETERS

Project-

Site Location- (Latitude & Longitude)

Total Rooftop Area (m²)

Total Usable Rooftop Area for solar installation (m²) Type of Roof & Tilt

Radiation data reference:

Energy Simulation: Power

evacuation: Energy in

Thousand kWp

End of year	Global Horizontal (kWh/m ² /year)	Global Inclined (kWh/m ² /year)	Net Energy at Metering point ((kWh/kWp/year))	PR (%) at the metering point
1				
2				
3				
4				
5				

SCHEDULE 2: PAYMENT TERMS

Price including shall remain fixed and will not be subject to revision during the Agreement duration subject to the conditions mentioned within this Agreement.

PRICE

Total project capacity is _____ kWp. Subsidy amount to _____ kWp which is of price Rs _____ Wp.

Capacity (kWp)	Total	Subsidy	Total Payable

TERMS

___% advance payment on signing of agreement & submission of Proforma Invoice

___ on Pro-rata basis upon submission of running bills/invoices for various services

___ upon completion of installation & commissioning

___ on final acceptance

TAXES:

The pricing given is inclusive of all taxes

PROJECT REPORT FORMAT
Format for Summary Project Report for
Grid Connected Rooftop Solar Plants

1. Name of Bidder:
2. RFP no.
3. Project details (Site location & Address):
4. Brief about the Rooftop Solar Power Generation System:
5. Details of the beneficiary:
6. Specifications of the Components and Bill of Material/ Quantities:

S. No.	Component	Specifications	Quantity	Make
A	Solar PV module			
A.1	Aggregate Solar PV capacity (kWp)			
B	Grid Tie inverter (Type and Capacity)			
B.1	Aggregate Inverter capacity (kVA)			
C	Module mounting structure			
D	Array Junction Box			
E	AC Distribution Board			
F	Cable (All type)			
G	Earthing Kit (maintenance free)			
H	Meters			
I	Online monitoring system			
J	Any other component			
K	Transformer			

7. Unit cost of solar power generation:
8. Expected output/annum:
9. Respective drawings for layout, electrical wiring connections, earthing, components etc.
10. Connectivity details with grid and metering arrangement (with sketch diagram)
11. Copy of electricity bill of the beneficiary and consumer number
12. Any other information.
13. Documentary proof regarding beneficiary type as per of the RFP document.

Reference Bidders' Declaration Format associated with Implementation of ALMM Order

(on the letter head of the bidder)

Declaration

To Whomsoever this may concern

Reference: (RFP no. and description)

1. We hereby declare that we are fully aware of the binding provisions of the ALMM order and the Lists thereunder, while quoting the rate in the tender no. _____ dated _____ floated by BYPL.
2. We understand that the List – I (Solar PV Modules) of ALMM Order, Annexure – I of the O M, issued by MNRE on 10th March 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List – I of the ALMM order applicable on the date of invoicing of such modules.
3. We further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Name:

Designation:

Organization:

Date:

(Signature and Stamp)

Annexure Y

Agreement between Vendor and beneficiary for additional cost

This agreement is signed between two parties i.e., M/s (Name of Vendor) registered at address, who is an empanelled vendor in the tender floated by BYPL for implementation of grid connected rooftop solar (GCRTS) PV projects in the operational area of name of *BYPL/BRPL/TPDDL*, hereby referred to in as the 'Vendor' or 'first party' AND (Name of Consumer, residing at.....) , hereby referred to in as the 'customer' or 'second party'.

Both the parties mentioned above, by mutual consent, are entering into an agreement for installation of grid connected rooftop solar project under Phase-II of grid connected rooftop solar programme of MNRE, being implemented by *BYPL/BRPL/TPDDL* in the operational area of Delhi. The second party has satisfied itself that the first party is an empanelled vendor in the tender floated by BYPL and rooftop solar project ofkW capacity will be installed by first party at the residence of second party, under the tender floated by BYPL.

Both the parties referred above, do hereby declare that they are aware of the fact that the L-1 price discovered in the tender floated by BYPL is Rs. /kW. However, the second party has agreed to pay additional cost to the first party for desired customization in the project which is in the form of (mention the customizations). Due to these customizations, the per KW cost of the rooftop project comes out to be (Rs.).

The first party hereby declares that the invoice raised to the second party for amount mentioned above, is on actual basis after taking into account the cost of any customization and no other extra/hidden charges are being charged to the second party. The second party hereby declares that they are aware of the provisions of the scheme and do hereby consent to pay the additional cost of customization to the first party for the desired customizations. MNRE and the DISCOM shall not be, in any case, be held responsible for any dispute arising out of this agreement/financial transaction.

This agreement is entered intoday of the month ofin year.....

For First Party
(Name of the Delhi DISCOMs)

For Second Party
(Name of Consumer)