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CE(SPD)/ RTS/24904

Date: 23.09.2022

To,
All Chief Engineer (O&M),
All Superintending Engineers (O&M),

Sub : Guidelines for effective Implementation of Simplification of Procedure for Rooftop Solar Programme Ph-II for newly Launched National Portal.

Ref: 1) RFP No: MSEDCL/COMM/2021/PHASE-II RTS/T-01 Dtd.13-10-2021 (Version-3)
2) No. CE/Comm/Rooftop/Circular No 331 /No 1419 Dtd.19-01-2021.
3) MNRE/Office Memorandum F. No. 318/6/2022-GCRT Dtd.02-02-2022.
4) MNRE/Office Memorandum F. No. 318/6/2022-GCRT Dtd. 10-06-2022.
5) Finance Ministry Expenditure Department OM F.No.01-04-2022-PPD
Dtd.05-08-2022.
6) Mail Received from MNRE on Dtd.16.09.2022

Ministry of New and Renewable Energy (MNRE) had issued directives for implementation of Simplification of Procedure for Rooftop Solar Programme Ph-II for newly Launched National Portal vide letter under Ref. No. (3) & (4). The Competent Authority has approved following guidelines for Implementation of Simplification of Procedure for Rooftop Solar Programme Ph-II for newly Launched National Portal as below.

The Superintending Engineer of concerned Circle will be the Nodal officer for his jurisdiction. The Implementation of Simplification of Procedure will be as under:

Empanelment of agency:

- 1) The existing empanelled agency with MSEDCL (For RTS Tender T-01, 25 MW & T-02, 50 MW) will be empanelment only after submission of the new or extended valid PBG of amount not less than 2.5 Lakhs for period of at least validity for 5 years from the date of their empanelment for the simplified procedure for empanelment for this scheme.
- 2) New vendors are also eligible for empanelment for this scheme subjected to submission of valid PBG of amount not less than 2.5 Lakhs for period of at least validity for 5 years in prescribed format. The documents to be submitted by agency is attached herewith.
- 3) Performance security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (Including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects. The security should be valid for at least 5 years.
- 4) The vender may apply at any one of the Circle office where he intends to get empanelled under National portal scheme .The vender has to submit the required PBG and details in format at that Circle office of MSEDCL .Performance PBG should be

payable at the branch in jurisdiction of Circle office where PBG is submitted with detail address of branch mentioned in PBG . Circle office will be custodian of PBG .

- 5) In case the existing empanelled agency with MSEDCL (For RTS Tender T-01, 25 MW & T-02, 50 MW) want to submit additional security, they have to submit the same at MSEDCL corporate office, Mumbai. The same has to be as per the Tender format.
- 6) On acceptance of such vender request with proposal and the PBG, Circle office will carry out confirmation of PBG from concerned Bank. The PBG has to be submitted in prescribed format. After receipt of confirmation from bank , Circle office will inform to Special Projects Department , Corporate office in prescribed format along with vendor information regarding empanelment of above scheme. Circle office is responsible for confirmation , record keeping and safe custody ,encashment of PBG etc regarding PBG related matters .
- 7) The name of venders will be included in the list of registered / empanelment venders within a period of one month from the date of submission of the application. Registration/empanelment of venders will be valid initially for one year from the date of empanelment and can be renewed thereafter on yearly basis as per time to time guidelines received from MNRE .
- 8) Any requirement of Licensed Electrical Contractor for installation of RTS projects shall be mandatorily complied by the vendor, if such requirement has been specified in the regulations.

Integration of National & MSEDCL Portal:

- 1) Integration of National Portal for RTS Portal and State RTS portal by MNRE is under development .

Application for RTS & its processing:

Till Integration of National Portal for RTS & MSEDCL Portal following procedure is to be followed.

- 1) The applicant will have to submit application on National Portal. The applicant will reapply on MSEDCL portal under 'Applied at National Portal Tab' along with mentioning Customer Application Reference Code as per National Portal.
- 2) The procedure of sanctioning of applications under Non-MNRE has to be followed as per sanctioning of applications under National Portal.
- 3) Guidelines for procedure to be completed on National Portal for rooftop will be issued separately.

Quality Assurance:

- 1) In order to ensure the quality and post installation services, MNRE's standards and specification for RTS plant has to be followed.
- 2) The format of agreement to be executed between beneficiary and the vender is attached herewith.
- 3) The modules to be installed have to be with DCR cell and approved in MNRE's ALMM list.

Eligibility of Consumer:

- 1) Residential consumers are eligible under National Portal RTS scheme.
- 2) All other criteria of consumer remain same as that of present RTS scheme.

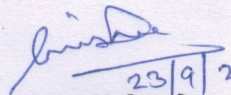
MSEDCL has no role in terms of rate discovery and finalization of project cost and hence the same has to be mutually decided by the consumer and the vendor.

The rates of subsidy will be notified by MNRE for each calendar year and will be applicable for all beneficiaries who have registered their application on the national portal during the calendar year.

Further, for any difficulty in implementation of the scheme please contact, Chief Engineer (SPD) on certsho.msedcl@yahoo.com.

You are directed to follow above guidelines scrupulously.

Encl as above :


23/9/22
(C.R.Mishra)
Chief Engineer (SPD)

Copy s.w. r. to:

- 1) The Director (Projects/Operations), Corporate Office Mumbai.
- 2) The Executive Director (Infra/Dist/IT&BR), Corporate Office Mumbai.
- 3) The Jt. MD / Regional Director , Aurangabad/Konkan/Nagpur/Pune.

F. No. 318/6/2022-Grid Connected Rooftop
Government of India
Ministry of New and Renewable Energy

Block-14, CGO Complex,
Lodhi Road, New Delhi-110003
Dated 2 February 2022

OFFICE MEMORANDUM

Subject: Simplification of procedure - Rooftop Solar Programme Ph-II

This refers to PIB release issued on 21.01.2022 regarding simplification of Rooftop Solar Programme of Ministry of New and Renewable Energy, announcing that the residential consumers will have flexibility to get the rooftop solar plant installed by themselves or through any vendor of their choice.

2. The new simplified procedure will be as follows:

- i. A national portal for registering applications from the beneficiary, approval thereof and tracking progress will be developed. There will be a portal in the similar format at the level of the DISCOMs and both the portal will be linked.
- ii. The household beneficiary, who wishes to install Rooftop Solar (RTS) under the new mechanism will apply on the national portal. The beneficiary will be required to submit necessary information including details of bank account where the subsidy amount will be transferred. At the time of application, the beneficiary will be informed about the complete process and subsidy amount that can be availed for installation of the RTS plant.
- iii. The application will be forwarded online to the concerned DISCOM for issuance of technical feasibility approval within next 15 working days. After the application is transferred to the DISCOM it will also be displayed on the DISCOM portal.
- iv. After obtaining technical feasibility, the beneficiary will install the RTS plant from any vendor of his choice by selecting solar modules fulfilling the conditions of DCR and enlistment under ALMM and inverters which are certified by BIS. The list of empanelled vendors will be provided on the portal. In order to ensure quality and post installation services, MNRE will issue standards and specifications for RTS plant and a format of agreement to be executed between beneficiary and the vendor. The agreement among other terms and conditions will have the provision to ensure that the RTS plant installed meets safety and performance standards and that the vendor would maintain the plant for next 5 years or higher period as per terms of the agreement.
- v. The beneficiary has to install RTS plant within a specified period otherwise his application will be cancelled and he has to re-apply for installation of RTS plant.
- vi. Upon installation of RTS plant, the beneficiary will apply for net-metering on the national portal, which will be forwarded online to the concerned DISCOM. The concerned DISCOM will either procure and install the net-meter or it will advise the beneficiary to procure the net-meter as per prescribed specifications and get it tested from the DISCOM authorized lab. The decision of the DISCOM will be posted on the portal.



- vii. After installation of the net-meter, the DISCOM officer will submit a commissioning and inspection report on the national portal, which will also be reflected on the DISCOM portal.
- viii. On receiving the inspection report, the subsidy will be released directly in the bank account of the beneficiary by the DISCOM.
- ix. The whole process will be monitored and a grievance redressal mechanism will be put in place.

3. It is expected that the national portal will be developed in about six to eight weeks. Till the national portal comes into operation, the existing procedure for availing subsidy for installation of rooftop solar plant through DISCOMs will continue and will be the only authorized procedure to avail subsidy from MNRE. After the National portal set up, the beneficiary will have the choice of installing RTS availing either of the options.

4. The general public may be advised not to trust any misleading/spurious information being published on websites/social media particularly asking for registration fee or other payment for getting Government of India subsidy for installation of rooftop solar plants. Authentic information in this regard will be made available on the official website of Ministry www.mnre.gov.in or on SPIN portal www.solarrooftop.gov.in.



(J K Jethani)

Sr. Director/Scientist-F

To

- 1. ACS/Principal Secretary (Energy/Power/Renewable Energy), all States/UTs
- 2. Secretary, all SERCs/JERCs
- 3. CMD/MD/CEO, all DISCOMs
- 4. Electricity Departments of Arunachal Pradesh/ Nagaland/ Mizoram/ Sikkim/UTs

F. No. 318/6/2022-GCRT
Government of India
Ministry of New and Renewable Energy

Block No. 14, C.G.O Complex,
Lodhi Road, New Delhi-110003
Dated 10 June 2022

Office Memorandum

Subject: Simplification of Procedure - Rooftop Solar Programme Ph-II.

This is in continuation of this Ministry's OM of even no. dated 02.02.2022, vide which simplification of procedure for installation of residential grid connected rooftop solar plants was conveyed.

2. In this regard, a National Portal, www.solarrooftop.gov.in, is being designed and will be launched soon. The process for installation of rooftop solar plants, starting from registering the applications to release of subsidy in residential consumers' (beneficiaries') bank account after installation and inspection of plant, can be tracked online at the national portal.

3. In order to protect the interests of beneficiaries and ensure that the vendors installing the rooftop solar plants have the requisite expertise, follow minimum specifications and standards specified by the Ministry and maintain the plant for at least five years from the date of installation, it has been decided that such vendors have to register/empanel themselves with the beneficiaries' Distribution Utility (DISCOM).

4. The vendors currently empanelled with the beneficiaries' DISCOM through tendering process under RTS Programme Ph-II will be considered as empanelled vendors for this purpose. Other vendors willing to register/empanel themselves in the Programme under simplified procedure may get themselves registered with the consumers' DISCOM by submitting an application along with declaration (as per Annexure) and depositing a PBG of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) valid for at least five years. The vendors can submit the application at the Division/Circle level and the name of the vendor will be included in the list of registered/empanelled vendors within a period of one month from the date of submission of the application. Registration/empanelment of vendors will be valid initially for one year from the date of empanelment and can be renewed thereafter on yearly basis. The DISCOM will notify the registered/empanelled vendors on its website for information of residential consumers and update the same every month.

5. The registered/empanelled vendor selected by the beneficiaries will conduct the physical survey to assess the RTS capacity and guide the beneficiary on the RTS capacity that can be installed in the beneficiary's premises considering technical and financial parameters. The vendor shall also provide assistance to the beneficiary in getting necessary approvals, installing the net-meter and facilitating inspection by the DISCOM.

6. In case of any misleading information is provided by any vendor or conditions mentioned in the declaration are not met, the DISCOM will take action against the registered/empanelled vendor including blacklisting and forfeiture of PBG.

7. The subsidy available under the simplified procedure will be the same for beneficiaries all over the country. The rates of subsidy will be notified for each calendar year and will be applicable for all beneficiaries who have registered their application on the national portal during the calendar year.

8. This issues with the approval of competent authority.



(J.K Jethani)
Sr. Director/ Scientist 'F'

To

1. ACS/ Principal Secretary (Renewable Energy/Energy/Power), all States/UTs
2. Secretary, all SERCs/JERCs
3. CMD/MD/CEO, all DISCOMs
4. Electricity Departments of Arunachal Pradesh/Nagaland/Mizoram/Sikkim/UTs
5. NIC, MNRE – for uploading on MNRE website and National Portal for Solar Rooftop.

Format of Declaration from vendor

1. Name of the Firm_____
2. Legal status of the Firm (Ltd/Pvt/Proprietary/Partnership/LLP) _____.
3. GSTIN number of the Firm_____
4. PAN number of the Firm_____.
5. Provident Fund number of the Firm (if applicable) _____
6. The Firm has sufficient (at least three) technical manpower trained in the skills required to execute the work of installation of rooftop solar plants.
7. The Firm fulfils all statutory requirements, for example those relating to electrical safety, to install rooftop solar plants.
8. The Firm will install rooftop solar plants fulfilling minimum technical standards and specifications issued by the MNRE.
9. The Firm will provide comprehensive maintenance of the rooftop solar plant installed by the Firm for at least 5 years.
10. The Firm will provide all necessary information related to installation of rooftop solar plants and Do's and Don'ts to the beneficiary.
11. The Firm will also provide name, contact number and e-mail of the person where the beneficiary can register a complaint related to rooftop solar plants installed by the Firm. This details will also be made available to the State authorities and MNRE.
12. In case of any discrepancy in terms of quality and services provided by the Firm, the concerned distribution company/Electricity Department can blacklist the Firm and encash the performance bank guarantee, apart from taking other legal actions.
13. The signatory of this declaration is authorised by the Firm and the Firm will abide by all the conditions mentioned above. In case of any misinformation or concealment of facts, appropriate legal action may be taken against the Firm by the affected parties.
14. Along with this declaration, the Firm is submitting a performance bank guarantee of Rs. 2.5 lakh valid for five years.
15. The Firm is willing to work in urban/rural areas of _____, _____, (name of districts).

Authorised Signatory
Name: _____
Designation: _____
Name of the Firm: _____

PERFORMANCE BANK GUARANTEE FOR Simplified GCRT PH.2 NATIONAL PORTAL EMPANELMENT for
Installation of Residential Solar RTS in the state of Maharashtra under MSEDCL.

In consideration of the MNRE GCRT Phase 2 empanelment acting through Maharashtra State Electricity Distribution Company Limited, Prakshgadh, Mumbai _ having declared that _____
_____ [Name and address] as “Interested Party” (hereinafter called
“the IP”) to submit a PBG to seek empanelment under GCRT Ph 2 scheme of MNRE for design, installation,
commissioning & 5 years comprehensive maintenance of Residential Solar Roof top systems in accordance
with the terms and conditions set out in MNRE Office Memorandum dated 10/6/2022, document No.
318/6/2022- GCRT& attached Annexure. Wherein it has been stipulated that the IP shall furnish to
Maharashtra State Electricity Distribution Company Limited, Bank Guarantee from a Nationalised /
Scheduled bank for the sum equal to Rs. 2,50,000/- (Rs. Two Lakh Fifty thousand only) as security for the
installation, performance & 5 years service to a subsidised GCRT Ph 2 residential RTS installation in the state
of Maharashtra under MSEDCL & as per the terms and conditions of the aforesaid Document. WHEREAS we
_____ Bank, (*indicate the name,
address and other particulars of the Bank*), a body corporate constituted under the Banking Companies
(Acquisition & Transfer of Undertaking) Act, 1970 (hereinafter referred to as ‘the Bank’) having its Head
Office at _____ and a branch office amongst other places at _____
has agreed to irrevocably and unconditionally guarantee that the IP shall comply with all the terms and
conditions of MNRE. NOW THEREFORE we, the Bank, hereby affirm that we are the Guarantor and
responsible to you, on behalf of the IP up to a total of Rs. 2,50,000/- (Rs. Two lakh fifty thousand only)

payable, and we undertake to pay you, upon your first written demand and without cavil, demur or argument, any sum or sums within the limits of aforesaid amount without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We, the Bank, do hereby agree that the decision of the MNRE / MSEDCL as to whether the IP has failed to or neglected to perform or discharge his duties and obligations as aforesaid as per the terms and conditions of the said Document and as to the amount payable to MSEDCL by the Bank hereunder, shall be final and binding on the Bank. Any dispute between MNRE / MSEDCL and the said IP _____ shall not affect our obligation under this guarantee. We hereby waive the necessity of your demanding the said debt from the IP before presenting us with the demand and acknowledge that we are the primary obligee and not just the surety of the IP. We further agree that no change or addition to or other modification of the terms of the empanelment or of the works to be performed there under shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification, etc. We _____ Bank, do hereby declare and agree that:

- a. The Guarantee herein contained shall remain in full force and effect till the expiry of five year from the date of issue.
- b. MNRE / MSEDCL shall have the fullest liberty without our consent and without discharging in any manner our obligations hereunder to vary any of the terms and conditions of the said Empanelment / Works or to extend time of performance of any obligations by the said IP from time to time.
- c. Any claim which we have against the IP shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder and we will not without prior written consent of MSEDCL exercise any legal right or remedy of any kind in respect of any such payment or performance so long as our obligations hereunder remain owing and outstanding.
- d. This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the IP.
- e. The Bank will not revoke the guarantee during the currency except with the previous consent of the MSEDCL. The bank under its constitution power gives this guarantee and Sh. _____, who has signed on behalf of the bank, is duly authorized to execute this guarantee.
- f. This guarantee shall not be discharged or affected due to any change in the name, constitution or address of the bank or the IP.
- g. This guarantee shall be valid for a period of five years from the date of issue and until 28 days after the date of issue of the Defect Liability Completion Certificate by MNRE / MSEDCL.
- h. The Bank Guarantee is payable at _____ (*Detail Address of branch in circle jurisdiction where PBG submitted*)

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

In the presence of: 1. _____ (Name and Occupation)

2. _____ (Name and Occupation)

Model Agreement

Between

Applicant and the registered/empanelled Vendor for installation of rooftop solar system in residential house of the Applicant under simplified procedure of Rooftop Solar Programme Ph-II

This agreement is executed on -----(Day)----- (Month)----- (Year) for design, installation, commissioning and five years comprehensive maintenance of rooftop solar system to be installed under simplified procedure of Rooftop Solar Programme Ph-II.

Between

.....(Name of Applicant) having residential electricity connection with consumer number _____ from _____ (DISCOM) at(hereinafter referred as Applicant).

And

.....(Name of Vendor) is registered/ empanelled with the _____ (hereinafter referred as DISCOM) and is having registered/functional office at(hereinafter referred as Vendor).

Both Applicant and the Vendor are jointly referred as Parties.

Whereas

- The Applicant intends to install rooftop solar system under simplified procedure of Rooftop Solar Programme Ph-II of the MNRE.
- The Vendor is registered/empanelled vendor with DISCOM for installation of rooftop solar under MNRE Schemes. The Vendor satisfies all the existing regulation pertaining to electrical safety and license in the respective state and it is not debarred or blacklisted from undertaking any such installations by any state/central Government agency.
- Both the parties are mutually agreed and understand their roles and responsibilities and have no liability to any other agency/firm/stakeholder especially to DISCOM and MNRE.

1. GENERAL TERMS:

- 1.1.** The Applicant hereby represents and warrants that the Applicant has the sole legal capacity to enter into this Agreement and authorise the construction, installation and commissioning of the Rooftop Solar System (“**RTS System**”) which is inclusive of Balance of System (“**BoS**”) on the Applicant’s premises (“**Applicant Site**”). The Vendor reserves its right to verify ownership of the Applicant Site and Applicant covenants to co-operate and provide all information and documentation required by the Vendor for the same.
- 1.2.** Vendor may propose changes to the scope, nature and or schedule of the services being performed under this Agreement. All proposed changes must be mutually agreed between the Parties. If Parties fail to agree on the variation proposed, either Party may terminate this Agreement by serving notice as per Clause 13.
- 1.3.** The Applicant understands and agrees that future changes in load, electricity usage patterns and/or electricity tariffs may affect the economics of the RTS System and these factors have not been and cannot be considered in any analysis or quotation provided by Vendor or its Authorized Persons (*defined below*).

2. RTS System

- 2.1.** Total capacity of RTS System will be minimum _____kWp.
- 2.2.** The Solar modules, inverters and BoS will confirm to minimum specifications and DCR requirement of MNRE.
- 2.3.** Solar modules of _____make, _____model, _____Wp capacity each and _____% efficiency will be procured and installed by the Vendor

- 2.4. Solar inverter of _____make, _____model, _____kW rated output capacity will be procured and installed by the Vendor
- 2.5. Module mounting structure has to withstand minimum wind load pressure as specified by MNRE.
- 2.6. Other BoS installations shall be as per best industry practice with all safety and protection gears installed by the vendor.

3. PRICE AND PAYMENT TERMS

- 3.1. The cost of RTS System will be Rs. _____(to be decided mutually). The Applicant shall pay the total cost to the Vendor as under:
 - (i) XX% as an advance on confirmation of the order;
 - (ii) XX% against Proforma Invoice (PI) before dispatch of solar panels, inverters and other BoS items to be delivered;
 - (iii) XX% after installation and commissioning of the RTS System.
- 3.2. The order value and payment terms are fixed and will not be subject to any adjustment except as approved in writing by Vendor. The payment shall be made only through bankers' cheque / NEFT / RTGS / online payment portal as intimated by Vendor. No cash payments shall be accepted by Vendor or its Authorised Person.

4. REPRESENTATIONS MADE BY THE APPLICANT:

The Applicant acknowledges and agrees that:

- 4.1. any timeline or schedule shared by Vendor for the provision of services and delivery of the RTS System is only an estimate and Vendor will not be liable for any delay that is not attributable to Vendor;
- 4.2. all information disclosed by the Applicant to Vendor in connection with the supply of the RTS System (or any part thereof), services and generation estimation (including, without limitation, the load profile and power bill) are true and accurate, and acknowledges that Vendor has relied on the information produced by the Applicant to customise the RTS System layout and BoS design for the purposes of this Agreement;
- 4.3. all descriptive specifications, illustrations, drawings, data, dimensions, quotation, fact sheets, price lists and any advertising material circulated/published/provided by Vendor are approximate only;
- 4.4. any drawings, pre-feasibility report, specifications and plans composed by Vendor shall require the Applicant's approval within 5 (five) days of its receipt by electronic mail to Vendor and if the Applicant does not respond within this period, the drawings, specifications or plans shall be final and deemed to have been approved by the Applicant;
- 4.5. the Applicant shall not use the RTS System or any part thereof, other than in accordance with the product manufacturer's specifications, and covenants that any risk arising from misuse or/and misappropriate use shall be to the account of the Applicant alone.
- 4.6. The Applicant represents, warrants and covenants that:
 - (i) all electrical and plumbing infrastructure at the Applicant Site are in conformity with applicable laws;
 - (ii) the Applicant has the legal capacity to permit unfettered access to Vendor and its Authorized Persons for the purposes of execution and performance of this Agreement;
 - (iii) the Applicant has and will provide requisite power, water and other requisite resources and storage facilities for construction, installation, operation and maintenance of the RTS System;
 - (iv) the Applicant will provide support for site fabrication of structure, assembly and fitting of module mounting structure at Applicant Site;
 - (v) the Applicant will ensure that the Applicant Site is shadow free and free of all encumbrances during the lifetime of the RTS System;
 - (vi) Applicant should ensure that the Applicant regularly cleans and ensures accessibility and safety to the RTS System, as required by Vendor and dusting frequency in the premises.

- (vii) Vendor is entitled to permit geo-tagging of the Applicant Site as a Vendor installation site;
- (viii) Unless otherwise intimated by the Applicant in writing, Vendor is entitled to take photographs, videos and testimonials of the Applicant and the Applicant Site, and to create content which will become the property of Vendor and the same can be freely used by Vendor as part of its promotional and marketing activities across all platforms as it deems fit;
- (ix) the Applicant validates the stability of the Applicant Site for the installation of the RTS System.

5. MAINTENANCE:

- 5.1.** Vendor shall provide five-year free workmanship maintenance. Vendor shall visit the Applicant's premises at least once every quarter after commissioning of the RTS System for maintenance purposes.
- 5.2.** During such maintenance visit, Vendor shall check all nuts and bolts, fuses, earth resistance and other consumables in respect of the RTS System to ensure that it is in good working condition.
- 5.3.** Cleaning requirement/expectation from the Applicant side – Applicant responsibility, minimum expectation from Applicant that it will be cleaned regularly as per the dusting frequency.

6. ACCESS AND RIGHT OF ENTRY:

- 6.1.** The Applicant hereby grants permission to Vendor and its authorized personnel, representatives, associates, officers, employees, financing agents, subcontractors (“**Authorized Persons**”) to enter the Applicant Site for the purposes of:
 - (a) conducting feasibility study;
 - (b) storing the RTS System/any part thereof;
 - (c) installing the RTS System;
 - (d) inspecting the RTS System;
 - (e) conducting repairs and maintenance to the RTS System;
 - (f) removing the RTS System (or any part thereof), if necessary for any reason whatsoever;
 - (g) Such other matters as necessary to execute and perform its rights and obligations under this Agreement.
- 6.2.** The Applicant shall ensure that third-party consents necessary for the Authorized Persons to access the Applicant Site are obtained prior to commencement of services under this Agreement.

7. WARRANTIES:

- 7.1.** Product Warranty: The Applicant shall be entitled to manufacturers' warranty. Any warranty in relation to RTS System supplied to the Applicant by Vendor under this Agreement is limited to the warranty given by the manufacturer of the RTS System (or any part thereof) to Vendor.
- 7.2.** Installation Warranty: Vendor warrants that all installations shall be free from workmanship defects or BOS defects for a period of five years from the date of installation of the RTS System. The warranty is limited to Vendor rectifying the workmanship or BOS defects at Vendor's expense in respect of those defects reported by the Applicant, in writing. The Applicant is obliged and liable to report such defects within 15 (fifteen) days of occurrence of such defect.
- 7.3.** Subject to manufacturer warranty, Vendor warrants that the solar modules supplied herein shall have tolerance within a five percentage range (+/-5%). The peak-power point voltage and the peak-power point current of any supplied solar module and/or any module string (series connected modules) shall not vary by more than 5% (five percent) from the respective arithmetic means for all modules and/or for all module strings, as the case may be, provided

the RTS System is properly maintained and the Applicant Site is free from shadow at the time of operation of the RTS System.

7.4. Exceptions for warranty:

- (a) Any attempt by any person other than Vendor or its Authorised Persons to adjust, modify, repair or provide maintenance to the RTS System, shall disentitle the Applicant of the warranty provided by Vendor hereunder.
- (b) Vendor shall not be liable for any degeneration or damage to the RTS System due to any action or inaction on the part of the Applicant.
- (c) Vendor shall not be bound or liable to remedy any damage, fault, failure or malfunction of the RTS System owing to external causes, including but not limited to accidents, misuse, neglect, if usage and/or storage and/or installation are non-confirming to product instructions, modifications by the Applicant leading to shading or accessibility issues, failure to perform required maintenance, normal wear and tear, Force Majeure Event, or negligence or default attributable to the Applicant.
- (d) Vendor shall not be liable to repair or remedy any accessories or parts added to the RTS System that were not originally sourced by Vendor to the Applicant.

8. PERFORMANCE GUARANTEE

8.1. Vendor guarantees minimum system performance ratio of 75% as per performance ratio test carried out in adherence to IEC 61724 or equivalent BIS for a period of five years.

9. INSURANCE:

9.1. Vendor may, at its sole discretion, obtain insurance covering risks of loss/damage to the RTS System (any part thereof) during transit from Vendor's warehouse until delivery to the Applicant Site and until installation and commissioning.

9.2. Thereafter, all risk shall pass on to the Applicant and the Applicant may accordingly procure relevant insurances.

10. CANCELLATION:

10.1. The Applicant may cancel the order placed on Vendor within 7 (seven) days from the date of remittance of advance money or the date of order acceptance, whichever is earlier ("**Order Confirmation**") by serving notice as per Clause 13.

10.2. If the Applicant cancels the order after the expiry of 7 (seven) days from the date of Order Form, the Applicant shall be liable to pay Vendor, a cancellation fee of XX% of the total order value *plus* costs and expenses incurred by Vendor, including, costs for labour, design, return of products, administrative costs, subvention costs.

10.3. Notwithstanding the aforesaid, the Applicant shall not be entitled to cancel the Order Form after Vendor has dispatched the RTS System (or any part thereof, including BOS) to the Applicant Site. If Applicant chooses to terminate the Order Form after dispatch, the entire amount paid by the Applicant till date, shall be forfeited by Vendor.

11. LIMITATION OF LIABILITY AND INDEMNITY:

11.1. To the extent that terms implied by law apply to the RTS System and the services rendered under this Agreement, Vendor's liability for any breach of those terms is limited to:

- (a) repairing or replacing the RTS System/any part thereof, as applicable; or
- (b) Refund of the moneys paid by the Applicant to Vendor, if Vendor cannot fulfil the order.

12. SUSPENSION AND TERMINATION:

12.1. If the Applicant fails to pay any sum due under this Agreement on the due date, Vendor may, in addition to its other rights under this Agreement, suspend its obligations under this Agreement until all outstanding amounts (including interest due) are paid.

13. NOTICES: Any notice or other communication under this Agreement to Vendor and or to the Applicant, shall be in writing, in English language and shall be delivered or sent: (a) by electronic mail and/or (b) by hand delivery or registered post/courier, at the registered address of Applicant/Vendor.

14. FORCE MAJEURE EVENT:

14.1. Neither Party shall be in default due to any delay or failure to perform its/his/her/their obligations under this Agreement which arises from or is a consequence of occurrence of an event which is beyond the reasonable control of such Party, and which makes performance of its/his/her/their obligations under this Agreement impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemic, epidemic, embargo, strikes, lockouts, labour difficulties, other industrial action, acts of government, unavailability of equipment from vendor, changes requested by the Applicant ("**Force Majeure Event**").

15. GOVERNING LAW AND DISPUTE RESOLUTION:

15.1. The interpretation and enforcement of this Agreement shall be governed by the laws of India

15.2. In the event of any dispute, controversy or difference between the Parties arising out of, or relating to this Agreement ("**Dispute**"), both Parties shall make an effort to resolve the Dispute in good faith, failing which, any Party to the Dispute shall be entitled to refer the Dispute to arbitration to resolve the Dispute in the manner set out in this Clause. The rights and obligations of the Parties under this Agreement shall remain in full force and effect pending the award in such arbitration proceeding.

15.3. The arbitration proceeding shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and shall be settled by a sole arbitrator mutually appointed by the Parties.

(Applicant)

(Vendor)

Witness

1.

2.

Vendor Indormation Format

Serial No.	Vendor Name(Same as mentioned in PAN Card)	PAN Number of Vendor	Contact Person Name	Mobile Number of Contact Person	Email of Contact Person*:(For OTP & Intimation)
1					

Note : After submission of details , Vendor Name and Vendor PAN Number can not be edited by Discom, so please enter carefully.

Do not change format .

Only information as above to provide .

Do not add column

This Excel to be fowraded to certsho.msedcl@gmail.com , by concerned circle office in soft copy along with conirmation details .

PAN card should be 10 Digit as per PAN card .

Mobile number should be 10 digits .

Format of Declaration from vendor

1. Name of the Firm_____
2. Legal status of the Firm (Ltd/Pvt/Proprietary/Partnership/LLP) _____.
3. GSTIN number of the Firm_____
4. PAN number of the Firm_____.
5. Provident Fund number of the Firm (if applicable) _____
6. The Firm has sufficient (at least three) technical manpower trained in the skills required to execute the work of installation of rooftop solar plants.
7. The Firm fulfils all statutory requirements, for example those relating to electrical safety, to install rooftop solar plants.
8. The Firm will install rooftop solar plants fulfilling minimum technical standards and specifications issued by the MNRE.
9. The Firm will provide comprehensive maintenance of the rooftop solar plant installed by the Firm for at least 5 years.
10. The Firm will provide all necessary information related to installation of rooftop solar plants and Do's and Don'ts to the beneficiary.
11. The Firm will also provide name, contact number and e-mail of the person where the beneficiary can register a complaint related to rooftop solar plants installed by the Firm. This details will also be made available to the State authorities and MNRE.
12. In case of any discrepancy in terms of quality and services provided by the Firm, the concerned distribution company/Electricity Department can blacklist the Firm and encash the performance bank guarantee, apart from taking other legal actions.
13. The signatory of this declaration is authorised by the Firm and the Firm will abide by all the conditions mentioned above. In case of any misinformation or concealment of facts, appropriate legal action may be taken against the Firm by the affected parties.
14. Along with this declaration, the Firm is submitting a performance bank guarantee of Rs. 2.5 lakh valid for five years.
15. The Firm is willing to work in urban/rural areas of _____, _____, (name of districts).

Authorised Signatory
Name: _____
Designation: _____
Name of the Firm: _____