

(Non-judicial stamp of Rs.50)

Memorandum of Agreement (MOA) between Consumer & Vendor for installation of grid connected rooftop solar (RTS) project under PM – Surya Ghar: Muft Bijli Yojana

This agreement is executed on -----(Day)----- (Month)----- (Year) for design, supply, installation, commissioning and 5-year comprehensive maintenance of RTS project/system along with warranty under “PM Surya Ghar: Muft Bijli Yojana” scheme.

Between

..... (Name of the Consumer)
bearing Consumer No/connection No: having
address at (hereinafter
referred to as **First Party** i.e. consumer/purchaser/ owner of the system).

And

..... (Name of the Vendor) having registered
office at
(hereinafter referred to as **Second Party** i.e. Vendor/Contractor/System Integrator).

Whereas

First Party wishes to install kWp Grid Connected Rooftop Solar PV power Plant on the rooftop of the residential building of the Consumer under PM Surya Ghar: Muft Bijli Yojana.

And whereas

Second Party has verified availability of appropriate roof and found it feasible to install a Grid Connected Roof Top Solar plant and that the second party is willing to design, supply, install, test, commission and carry out Operation & Maintenance of the Rooftop Solar plant for 5 year period

On this day, the First Party and Second Party agree to the following:

1. RTS System:

1.1 Total capacity of RTS System will be minimum kWp.

1.2 The Solar modules, inverters and BoS will confirm to minimum specifications and Domestic Content Requirement (DCR) requirements of MNRE.

1.3 Solar modules of _____ make, _____ model, _____ Wp capacity each and _____ % efficiency will be procured and installed by the Vendor.

1.4 Solar inverter of _____ make, _____ model, _____ kw rated output capacity will be procured and installed by the Vendor.

1.5 Module mounting structure has to withstand minimum wind load pressure as specified by the MNRE.

1.6 Other bos installation shall be as per best industry practice with all safety and protection gears installed by the vendor.

2. Price and Terms of Payment:

2.1 The cost of RTS System inclusive of all taxes will be Rs. _____. The applicant shall pay the total cost to the Vendor as under.

- i. 10 % as an advance on confirmation of the order & agreement between consumer & vendor.
- ii. 70 % after installation and commissioning of the RTS System.
- iii. 20 % after due inspection of the Solar Plant & verification of the Check list of documents by the Competent Authority of MSPDCL

Sl. No.	Particulars	Rate(Rs)
1	System cost, Installation & Commissioning and 5 years Maintenance & Performance Warranty Contract (MPWC) including taxes	
2	Total Cost of Work Order	

2.2 The payment shall be made only through bankers' cheque/NEFT/ RTGS/ Online payment portal as intimidated by the vendor. No cash payment shall be accepted by the Vendor or its Authorised Person.

3. The First Party hereby undertakes to perform the following activities:

- 3.1. Submission of online application at National Portal for installation of RTS project/system, Submission of application for net-metering and system inspection and upload of the relevant documents on the National Portal of the scheme.
- 3.2. Provide secure storage of the material of the RTS plant delivered at the premises till handover of the system.
- 3.3. Provide access to the Roof Top during installation of the plant, operation & maintenance, testing of the plant and equipment and for meter reading from solar meter, inverter etc.
- 3.4. Provide electricity during plant installation and water for cleaning of the panels.
- 3.5. Report any malfunctioning of the plant to the Vendor during the warranty period.
- 3.6. Pay the amount as per the payment schedule , including any additional amount to the second party for any additional work /customization required depending upon the building condition

4. The Second Party hereby undertakes to perform the following activities:

- 4.1 The Vendor must follow all the standards and safety guidelines prescribed under state regulations and technical standards prescribed by MNRE for RTS projects, failing which the vendor is liable for blacklisting from participation in the govt. project/ scheme and other penal actions in accordance with the law. The responsibility of supply, installation and commissioning of the rooftop solar project/system in complete compliance with MNRE scheme guidelines lies with the Vendor.
- 4.2 **Site Survey:** Site visit, survey and development of detailed project report for installation of RTS system. This also includes, feasibility study of roof, strength of roof and shadow

free area. If any additional work or customization is involved for the plant installation as per site condition and requirement of the consumer building, the Vendor shall prepare an estimate and can raise separate invoice including GST in addition to the amount towards standard plant cost. The consumer shall pay the amount for such additional work directly to the Vendor.

4.3 Design & Engineering: Design of plant along with drawings and selection of components as per standard provided by the DISCOM/SERC/MNRE for best performance and safety of the plant.

4.4 Module and Inverter: The solar modules, including the solar cells, should be manufactured in India. Both the solar modules and inverters shall conform to the relevant standards and specifications prescribed by MNRE. Any other requirement, viz. star labelling (solar modules), quality control orders and standards & labelling (inverters) etc., shall also be complied.

4.5 Procurement & Supply: Procurement of complete system as per BIS/IS/IEC standard (whatever applicable) & safety guidelines for installation of rooftop solar plants. The supplied materials should comply with all MNRE standards for release of subsidy.

4.6 Installation & Civil work: Complete civil work, structure work and electrical work (including drawings) following all the safety and relevant BIS standards.

4.7 Documentation (Technical Catalogues/Warranty Certificates/BIS certificates/other test reports etc): All such documents shall be provided to the consumer for online uploading and submission of technical specifications, IEC/BIS report, Sr. Nos, Warranty card of Solar Panel & Inverter, Layout & Electrical SLD, Structure Design and Drawing, Cable and other detailed documents (check list enclosed)

4.8 Project completion report (PCR): Assisting the consumer in filling and uploading of signed documents (Consumer & Vendor) on the national portal.

4.9 Warranty: Warranty Card of all components supplied (SPV modules, Inverter, Meters etc.) must be provided to the consumer. It must indicate the Sl. No., Model No., Make, Year of manufacturing etc. for every component. The complete system should be warranted for 5 years from the date of commissioning by DISCOM. All possible assistance should be extended to the consumer for claiming the warranty from the manufacturer.

4.9.1 Exception 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 the 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 malfunctioning 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-conforming to product instructions, modifications 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.

4.10 **NET / Smart Bi-directional meter & Grid Connectivity:** Net meter supply/procurement, testing and approvals shall be in the scope of MSPDCL. Grid connection of the plant shall be in the scope of the vendor. Whereas, Solar meter supply/procurement shall be in the scope of Vendor.

4.11 **Testing and Commissioning:** The vendor shall be present at the time of testing and commissioning by the DISCOM.

4.12 **Operation & Maintenance:** Five (5) years Comprehensive Operation and Maintenance including overhauling, wear and tear and regular checking of healthiness of system at proper interval shall be in the scope of vendor. The vendor shall also educate the consumer on best practices for cleaning of the modules and system maintenance.

4.13 **Insurance:** Any insurance cost pertaining to material transfer/storage before commissioning of the system shall be in the scope of the vendor.

4.14 **Applicable Standard:** The system must meet the technical standards and specifications notified by MNRE. The vendor is solely responsible to supply component and service which meets the technical standards and specification prescribed by MNRE and State DISCOMs.

- 4.15 **Dispute:** In-case of any dispute between consumer and vendor (in supply/installation/maintenance of system or payment terms), both parties must settle the same mutually or as per law. MNRE/DISCOM shall not be liable for, and would not be a party to any dispute arising between vendor and consumer.
- 4.16 **Subsidy / Project Related Documents:** Vendor must provide all the documents to consumer and help in uploading the same to National Portal for smooth release of subsidy.
- 4.17 **Performance of Plant:** The Performance Ratio (PR) of Plant must be 75% at the time of commissioning of the project by DISCOM or its authorised agency. Vendor must provide (returnable basis) radiation sensor with valid calibration certificate of any NABL / International laboratory at the time of commissioning / testing of the plant. Vendor must maintain the PR of the plant till warranty of project i.e. 5 years from the date of commissioning.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Imphal.

1st Party

WITNESS

1.....

Name of the Consumer:

Address of installed site:

2nd Party

WITNESS

1.....

Name of the Vendor:

Address:

Documents to be submitted against completion of the project:

1. Solar PV Panel DCR certificate.
2. Technical Catalogues/Specification Report
3. Warranty Certificates of solar panel & Inverter.
4. BIS certificates.
5. Performance Ratio (PR) of plant.
6. Test report for solar system and Inverter.
7. Project Completion Report (PCR).
8. Joint Inspection Report.
9. Grid Injection Report.
10. Commissioning Report.
11. Solar PV module with make and Serial nos.
12. Photos of Solar System with consumer.
13. Layout & Electrical SLD.