Bidding Document

FOR

Empanelment of Vendors

FOR

Design, supply, erection, testing and commissioning including warranty, Comprehensive operation & maintenance of Grid-Connected Rooftop Solar Plant of various capacities in Residential sector under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE in the State of Assam & under operational area of Assam Power Distribution Company Limited (APDCL)

RFP No. - APDCL/CGM (NRE)/NRE-47/2021-22/08 dtd. 07/04/2022



Assam Power Distribution Company Ltd.

(A Successor Company of Assam State Electricity Board) O/o the Chief General Manager (NRE), Bijulee Bhawan (Annex. Building), Paltanbazar, Guwahati-1 E-mail: gmnre.apdcl@gmail.com Web: www.apdcl.org

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Interpretations

- 1. Words comprising the singular shall include the plural & vice versa.
- 2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- 3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- 5. The table of contents and any headings or sub-headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

Disclaimer

- Though adequate care has been taken while preparing the RFP document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP/ Issue of the RFP document, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
- 2. Assam Power Distribution Company Limited (APDCL) reserves the right to modify, amend or supplement this RFP document.
- 3. While this RFP has been prepared in good faith, neither APDCL nor their employees make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

Place: _ _Guwahati _ _ Date: _ _ 07/04/2022 _ _

NOTICE INVITING TENDER FOR

EMPANELMENT OF VENDORS FOR "DESIGN, SUPPLY, ERECTION, TESTING AND COMMISSIONING INCLUDING WARRANTY, COMPREHENSIVE OPERATION & MAINTENANCE OF GRID-CONNECTED ROOFTOP SOLAR PLANT OF VARIOUS CAPACITIES IN RESIDENTIAL SECTOR UNDER PHASE-II OFGCRTS SCHEME OF MNRE BEING IMPLEMNTED BY APDCL IN THE STATE OF ASSAM AND UNDER OPERATIONAL AREA OF APDCL (TWO PART BIDDING e-TENDER) Under E-tender web Portal of State e-procurement Portal (https://assamtenders.gov.in)

The Ministry of New and Renewable Energy, Government of India (MNRE) is implementing Phase-II of Grid Connected Rooftop Solar (GCRTS) Programme wherein central financial assistance (CFA) is being provided for installation of rooftop solar (RTS) projects in residential buildings. To implement the RTS activities in respect of the aforesaid programme, respective Power Distribution companies (DISCOMs) have been designated as the implementing agency. Government of Assam, has decided that APDCL shall be the tendering agency of Assam and will identify L-1 rates and empanel vendors for implementation of the programme. APDCL will execute RTS projects in their operational areas through the empanelled vendors, in accordance with the rates discovered in this tender.

APDCL invites e-bids from eligible bidders to participate in Request for Selection (RFS) for empanelment of vendors for Site Survey, Design, Installation, Supply, Erection, Testing and Commissioning including Warranty and 5 years of Comprehensive Operation and Maintenance of Roof Top Solar PV Power System for Residential Consumers in the state of Assam. This RFS shall be governed by terms of sanction received from MNRE vide No. 318/63/2019-GCRT dated 19.01.2022 for APDCL (copy enclosed).

For the implementation of above-mentioned work, Bidders should submit their bid proposal online, complete in all aspect, on or before Last date of Bid Submission as mentioned on the Bid Information Sheet.

Bidder shall submit bid proposal along with non-refundable bid processing fee and refundable Bid Bond as per the Bid Information Sheet. Techno-Commercial bids will be opened online as per the Bid Information Sheet in presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed bid processing fees and Bid Bond shall automatically be rejected. In the event of any date mentioned in bid information is declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, "**Technical Specifications**", various conditions of contract, formats, etc. can be downloaded from https://assamtenders.gov.in. Only the documents submitted at the time of Bid Submission shall be used in evaluation process. Bidders are advised to ensure that all supporting documents are submitted at the time of Bid Submission as no further clarification/amendments would be entertained in this regard. Bidders are also encouraged to familiarize themselves with the MNRE scheme available at SPIN portal (solarroofotp.gov.in) for efficient execution.

Any amendment(s)/ corrigendum/ clarifications with respect to this Bid shall be uploaded on web page of APDCL (www.apdcl.org) and <u>https://assamtenders.gov.in</u>. The Bidder should regularly follow up for any Amendment/ Corrigendum/ Clarification on the above websites.

S. N	Category	Proposed Capacity range	Aggregate tender Capacity (kW)	Min Capacity (kW) (for which the Bidder can submit its Bid)	Max Capacity (kW) (for which the Bidder can submit its Bid)
1	Part-A	1 kW	337	6	16
2	Part-B	Above 1kW to upto 2 kW	217	4	12
3	Part-C	Above 2 kW to upto 3 kW	246	6	12
4	Part-D	Above 3 kW to upto 10	700	12	35

The bidding process under this Rooftop scheme is for 1.5 MW comprising of CAPEX Model

		k₩			
		Total	1500	28	75
		Optional			
5.	Part-E	Above 10 kW to100 kW	-	-	-
6.	Part-F	Above 100 kW to 500	-	-	-
		kW			

Note:

- 1. Out of 1500 kW, the cumulative project capacity of 500 kW shall be reserved for the Open Category.
- 2. Electrical Circle wise applications of RTS plant capacity received from different consumers through rodalee portal is enclosed as **Annexure Z** for reference of the bidder.
- 3. The CFA would be admissible as per MNRE scheme guidelines
- 4. For common facilities in Group Housing Societies/Residential Welfare Associations (GHS/RWA) etc. the allowed RTS capacity shall be limited up to 500 kWp (@ 10 kWp per house), with the upper limit being inclusive of individual rooftop plants already installed by individual residents in that GHS/RWA at the time of installation. Bidders are requested to quote Minimum Capacities in each part as per above table.
- 5. It is mandatory for the bidder to quote all the categories except part -E & F above in the same tendering process otherwise all of the proposals in which the Bidder has participated to be disqualified. The RTS capacity in part -E & part-F shall be allotted to the successful bidder as under:
 - i. In case of RTS plant capacity (above 10 kW to100 kW & above 100 kW to 500 kW) is identified by the successful bidder, then the same will be allotted to the bidder or
 - ii. In case of application for RTS plant capacity (above 10 kW to100 kW & above 100 kW to 500 kW) is received from <u>www.rodalee.com</u>, then the allotment shall be issued based on the performance of bidder during execution of the project. The time of installation of sanctioned capacity shall also be considered during the performance analysis of the bidder.
- 6. APDCL reserves the right for diversion of capacity from one bidder/ category to another (including transfer of unallocated capacity to OPEN Category) for 100% utilization of capacity sanctioned by MNRE, Gol

Chief General Manager (NRE), Assam Power Distribution Company Limited Bijulee Bhawan (Annex Building), Paltanbazar Guwahati – 01

SCOPE OF WORK

APDCL invites bids for empanelment of firms for Design, supply, erection, testing and commissioning including warranty, comprehensive operation & maintenance for a period of 05 years of Grid connected Rooftop solar plants of various capacities for Residential sectors in the State of Assam under CAPEX model.

APDCL will empanel eligible vendors participating in this empanelment process and wish to provide their services on the price/rate discovered through transparent bidding process. The CFA available from MNRE would be limited to 40% of the prevailing Benchmark Cost or Discovered Rate, whichever is lower, for project capacity up to 3 kW. For project capacity above 3 kW and up to 10 kW, the available CFA would be 20% of the prevailing Benchmark Cost or Discovered Rate, whichever is lower. Group Housing Societies/Residential Welfare Associations (GHS/RWA) etc. are allowed to install RTS projects up to 500 kW capacity (@ 10 kWp per house), with the upper limit being inclusive of individual rooftop plants already installed by individual residents in that GHS/RWA at the time of installation of RTS for common activity.

APDCL will not be responsible in case any empanelled vendors do not get any work order. The consumers under this scheme shall be free to install their projects from any empanelled vendors subject to the condition that project shall have to be installed/commissioned as per the MNRE Phase-II Guidelines and subsequent amendments.

The empanelled vendors will carry out the design, supply, erection, testing and commissioning including warranty, comprehensive operation & maintenance for a period of 05 years for CAPEX Model of grid interactive rooftop solar PV power plant and shall make all necessary arrangement for evacuation and injection of surplus power to the grid at the interconnection point/ points as agreed with APDCL.

1. The detailed Scope of Work for empanelled vendors shall essentially cover but not be limited to:

- 1.1. Identification of prospective beneficiaries and providing necessary assistance to the prospective beneficiary in submitting online applications for installation of RTS project.
- 1.2. Preparation of Detailed Project Report (DPR) of the proposed Proposal of Rooftop Solar Power Plant.
- 1.3. Obtaining EXIM metering approval from APDCL for providing grid connectivity/EXIM-metering.
- 1.4. Submission of proposal with all required documents to APDCL for sanctioning of the project.
- 1.5. Execution of the work shall be carried out in an approved manner as per the technical specification of RFP. In case of any dispute, relevant MNRE/BIS/ISI/NABL/ISO/IEC/IS specification shall be followed and work shall be carried out to the reasonable satisfaction of the engineer in charge.
- 1.6. The vendor shall complete the work of Design, supply, civil work, erection, testing and commissioning of SPV grid connected Power Plant within 12 months from the issuance of the sanction letter or the last date of the project timeline specified by MNRE to APDCL i.e. 19.01.2024, whichever is earlier. In event of failure to install and commission the RTS system within the mentioned timeframe, the entire Performance Bank Guarantee will be forfeited and may also lead to disqualification of the vendor at the sole discretion of APDCL. The penalty for non-completion will be on pro-rata basis.
- 1.7. The work covers Design, supply, installation, commissioning and Comprehensive Maintenance Contract (CMC) for 05 (Five) Years.
- 1.8. Empanelled vendors shall establish a service Centre to cater the 05 Years CMC. In case if it is not economically viable for an individual vendor then Group of vendors can establish a common service Centre. The details of all such service centres (address, contact no. etc.) will be made available on the website of the APDCL (www.rodalee.com/www.apdcl.org).
- 1.9. All the material required for the installation of solar power plant as per the work order issued shall be kept at site in custody of the vendor, *APDCL* shall not be responsible for any loss or damage of any material during the installation. The vendor shall be responsible and take an insurance policy for transit-cum-storage-erection for all the materials.
- 1.10. The vendor shall take entire responsibility of electrical safety of the installations including connectivity with the grid and follow all the safety rules and regulations applicable as per Indian Electricity Act-2003 and prevailing CEA guidelines and amendments, it shall be responsibility of

the vendor to take NOC from concerned authority and engage person as per provisions as per in CEA Rules and Regulations.

The Empanelled vendor shall ensure proper safety of all the workmen, material, plants and equipment belonging to him/her. In case any accident occurs during the construction / erection or during guarantee period for work undertaken by Empanelled Vendor thereby causing any minor or major or fatal accident will be the responsibility of the Empanelled Vendor. The successful Vendors shall follow and comply with the employer's safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment. The Empanelled vendors shall also arrange all certificates and test reports of the module and inverter and other equipment. The Empanelled Vendors must adhere to the Operation and Maintenance procedure given in **Annexure-C** of this document.

1.11 The CFA claims of the systems installed and commissioned shall be processed with following documents:

- 1.11.1 Dated Claim letter from the bidder on its letter head certifying that the SPV Modules and Cells deployed in the systems installed are Indian Made (DCR Undertaking as prescribed MNRE Format as **Annexure-W**), and all the technical specifications of the components supplied and installed are in accordance with the specifications given in this document and adhere to MNRE requirement and all the information / documents provided along with the claim letter are is correct and factual.
- 1.11.2 Invoice of the System billed to the beneficiary.
- 1.11.3 Photograph of the system with placard held by the beneficiary showing the name of the beneficiary, *APDCL* registration number and system capacity. Photo-shopped/edited images shall not be uploaded on the SPIN portal.
- 1.11.4 Certificate of the beneficiary that the system is installed and commissioned in all respect with the date of commissioning, system and inverter capacity, etc. and that he has been provided the 05 (Five) Year Warranty Card and the O&M Manual.
- 1.11.5 Overwritten certificates/ documents shall be out rightly rejected and will not be processed for CFA payment.
- 1.11.6 Self-certified copies of documents will be submitted in support of claims made by the Empanelled Vendors.
- 1.11.7 The CFA shall be released subject to availability and release of funds from MNRE, Gol to APDCL.
- 1.11.8 Third party Inspection may also be carried for disbursement of CFA. Third party Inspection will be carried out by the Agency nominated by MNRE or APDCL.

Bid Information Sheet

Bid Docarintian	The hidding process under this Deafter scheme is for 1.5 MM/4/2
Bid Description	The bidding process under this Rooftop scheme is for 1.5 MWp comprising of Part A, B, C, D, E & F. Bidder can quote for a maximum aggregate capacity of 75 kW and minimum aggregate capacity of 28 kW under this RfS. The maximum and minimum aggregate quote capacities against each PART shall be as follows:
	 Under PART-A- Upto Plant Capacity 1 kWp (total Aggregate capacity 337 kWp), Bidder can apply for minimum aggregate capacity of capacity 6 kWp and maximum aggregate capacity of 16 kWp. Under PART-B- Above 1 to upto 2 kWp (total Aggregate capacity 217 kWp), Bidder can apply for the minimum aggregate bid capacity of capacity 4 kWp and maximum aggregate bid capacity of 12 kWp. Under PART-C- Above 2 to upto 3 kWp 246 kWp), Bidder can apply for the minimum aggregate bid capacity of 12 kWp. Under PART-C- Above 2 to upto 3 kWp 246 kWp), Bidder can apply for the minimum aggregate bid capacity of capacity of capacity 6 kWp and maximum aggregate bid capacity of 12 kWp. Under PART-D-Above 3 to upto 10 kWp - (total aggregate capacity 700 kW), Bidder can apply for the minimum aggregate bid capacity of 12 kWp and maximum aggregate bid capacity of 35 kWp. Bidder can bid for PART-A or PART-B or Part-C or PART-D as per the eligibility criterion of RFP. Bidders can also bid combination of parts under CAPEX Model and for all five (05) parts subject to
	 meeting the eligibility criterion set forth herewith. Note: It is mandatory for the bidder to quote all the categories <lu> Support a part of 2 for the server tendering process </lu>
	 except part -E & F above in the same tendering process otherwise all of the proposals in which the Bidder has participated to be disqualified. The project capacity under PART -E & F will be allotted as per provision of RFS. Out of 1500 kW, the cumulative project capacity of 500 kW shall be reserved for the Open Category

Broad Scope	Identification of rooftops/beneficiaries which includes but is not limited to submission of project sanction documents, EPC agreement between Empanelled Vendor and the Consumer(s) at the quoted project cost and Clearances from APDCL as per terms and conditions of RFP for the approval of capacity for issue of project specific consent letter(s).
	Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the Grid-connected rooftop solar PV project including comprehensive Operation and Maintenance (O&M) of the project for a period of 05 years for CAPEX Model after commissioning of project.
	Total timeline for the above Scope of Work up to Commissioning of project is 12 Months from the date of the Letter of Allocation (LoA) or 24 months from dated of MNRE Sanction to APDCL i.e. 19.01.2024, whichever is earlier.
Downloading of RFP document	The Bid Document can be downloaded from the <u>https://assamtenders.gov.in</u> from 12/04/2022 to 30/04/2022
Pre-Bid Conference/Clarification meeting	Date: 20/04/2022 Time: 14:00 hrs Venue: O/o the CGM (NRE), Assam Power Distribution Company Limited (APDCL), Annex Building, Bijulee Bhawan, Paltanbazar, Guwahati-01
Online Bid submission Deadline	Date: 02/05/2022 Time:17:00 hrs
Physical submission of documents	Date: 02/05/2022 Time: 17:00 hrs
Date of Techno-Commercial bids opening	Date and Time: 04/05/2022 at 14:00 hrs Venue: O/o the CGM (NRE), Assam Power Distribution Company Limited (APDCL), Annex Building, Bijulee Bhawan, Paltanbazar, Guwahati-01
Validity of Bid	Validity of bid shall be minimum 06 months from the date of techno- commercial bid opening date
Validity of Price	24 months from date of Sanction by MNRE to APDCL 19.01.2024.
Tender Processing Fee (Non-refundable)	INR. 1062.00 (Including GST @18%) . The processing fee is to be submitted by the Bidder in online mode while online submission of tenders in <u>https://assamtenders.gov.in</u> .
	State Registered MSME /Vendor Registered with DIPP having registered office in Assam shall be exempted from furnishing the Tender Fee , subject to the submission of documentary evidence as mentioned of this RfS
Bid Bond/EMD	 Amount: INR 1175/- per kW (Indian Rupees One Thousand One Hundred & Seventy Five only) or part thereof as per quoted capacity. The EMD to be submitted by the Bidder in online while online submission of tenders in https://assamtenders.gov.in State Registered MSME /Vendor Registered with DIPP having registered office in Assam shall be exempted from furnishing the EMD, subject to the submission of documentary evidence as
Bid Process	mentioned of this RfS. Two Part (Techno-Commercial Bid & Price Bid) on <u>https://assamtenders.gov.in</u> .

Name, Designation, Address and other details of Tender Inviting Authority	Sri Santanu Borah CGM (NRE), Assam Power Distribution Company Limited Annex Building, Bijulee Bhawan, Paltanbazar, Guwahati- 01 1. Sri Dipesh Chandra Das DGM (NRE), M. No: 9954110254 (Office hour only) 2. Sri Kuldip Sarmah AGM (NRE), M. No: 8473919735 (Office hour only) 3. Jitumoni Das Individual Consultant, M. No 8135078531(Office hour only)		
Contact person			
, , , , , , , , , , , , , , , , , , , ,	bidders are requested to remain updated for any rec. to the RFP document through the website: <u>https://assamtenders.gov.in</u> .		

No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. All the information related to this RFP shall be updated in the website.

-s/d-

(Name and Designation of Signing Authority)

DEFINITIONS

	In this "Bid $/$ RFP Document" the following words and expression will have the meaning as herein defined where the context so admits:
1.1	"Affiliate" shall mean a company that either directly or indirectly; (a) controls or (b) is controlled by or (c) is under common control with
	A Bidding Company and "control" means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
1.2	"Beneficiary" or "Customer" shall mean the residential category Consumers of APDCL for 1-phase / 3-phase connection of Supply of Electricity
1.3	" Bid " shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachment's annexure etc., in response to this RFP, ir accordance with the terms and conditions hereof.
1.4	"Bidder" shall mean Bidding Company/ Bidding consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding consortium / consortium members of a bidding consortium including its successors, executors and permitted assigns and lead member of the bidding consortium jointly and severally, as the context may require".
1.5	" Bidding Company " shall refer to such single company that has submitted the response in accordance with the provisions of this RFP.
1.6	" Bidding consortium or consortium " shall refer to a group of companies that have collectively submitted the response in accordance with the provisions of this RFP.
1.7	" Bid Bond " shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause of this RFP, in the prescribed Format;
1.8	"Bid Deadline" shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information Sheet;
1.9	"Bid Capacity" shall means capacity offered by the bidder in his Bid under invitation.
1.10	"CAPEX" CAPEX Model.
1.11	"CEA" shall mean Central Electricity Authority.
1.12	" Chartered Accountant " shall mean a person practicing in India or a firm whereof al the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
1.13	" Competent Authority " shall mean Managing Director (MD) of APDCL himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;

1.14	"Contract" shall mean the agreement to be entered into by APDCL with the Empanelled Agency upon receiving the Letter of Empanelment from APDCL for implementation of the Scheme/ Project and shall include the General and commercial terms & condition, scope of work, project requirement, technical conditions, schedules, appendixes, drawings and any other conditions specifically agreed between the parties forming a part of the contract.
1.15	"Commissioning" shall mean successful installation and grid-integration of the Solar Power Project, as defined in RFP.
1.16	"Company" shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013, including any amendment there to.
1.17	"Capacity Utilization Factor" (CUF) means the ratio of the annual output of the plant in kWh versus installed plant capacity for number of days.
	CUF = plant output in kWh / (installed plant capacity in kW * 365 * 24).
1.18	"Circle" means electrical circle of APDCL
1.19	"DNI" shall means Direct Normal Irradiation.
1.20	"Date of completion of project " shall mean that the date when the system has been installed and connected to the grid and is fit to be handed over to the beneficiary.
1.21	"Division" Shall mean Electrical Sub-division of APDCL.
1.22	"Eligibility Criteria" shall mean the Eligibility Criteria as set forth in Clause 5.5 of this RFP.
1.23	"EMD " shall mean Earnest Money Deposit which is required to be Paid as per the prevailing terms and conditions of RFP.
1.24	"Empanelled Vendor(s)" shall mean the Bidder(s) selected by APDCL pursuant to this RFP
1.25	"EPC" Shall mean Engineering, Procurement and commissioning of the complete project as per the terms and condition of the RFP Document.
1.26	"Financially Evaluated Entity" shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria.
1.27	"Financial Year" or "FY" shall mean the Period starting from 1 April of the first calendar year to 31 March of the consecutive calendar year.
1.28	"Inter-connection point / Delivery / Metering Point" shall mean the point at distribution voltage level where the power from the solar power Project is injected. Metering shall be done at this interconnection point where the power is injected into the Distribution System i.e. the Delivery Point. For interconnection with grid and metering, the EPC shall abide by the relevant EXIM Metering Regulations and their amendments thereof.
1.29	APDCL shall mean Distribution Company of the State responsible for implementation of Phase-II Rooftop Solar Scheme.