



PASCHIM GUJARAT VIJ COMPANY LTD

Reg. & Corporate Office, "Paschim Gujarat Vij Seva Sadan"

Off. Nana Mava Road, Laxminagar, Rajkot - 360 004

CIN: U40102GJ2003SGC042908;

Phone: (0281)2380425, 2380427; Fax : 2380428;

Email: ceproject.pgvl@gebmail.com

Web site: www.pgvl.com



NO: PGVCL/Project/PMKUSUM-B/LOA/ 146

Date: 24/01/2022

BY E-mail/RPAD

To,
The Director

Sr.no	Name of the Agency	Consortium Party name & address
1	BRIGHT SOLAR LIMITED C-103, Titanium Square Nr. Thaltej Cross Road, SG Highway Ahmedabad -380059, Gujarat (cmd@brightsolar.co.in tender@brightsolar.co.in)	SHIVAM PHOTOVOLTAICS PRIVATE LIMITED 101, New Ahmadabad Industrial Estate Near Zydu Research Centre, Sarkhej-Bavla Road Village Moraiya, Tasanand, Gujarat-382213
2	DUKE PLASTO TECHNIQUE PRIVATE LIMITED NH 27, Deesa Highway, Opp. Green Wood Hotel, Badarpura, Palanpur, Gujarat-385510 (harshadp@dukeplasto.com)	DESIRE ENERGY SOLUTIONS PVT. LTD 401, Manupasana Tower, Sardar Patel Marg, C-Scheme, Jaipur, Rajasthan (tenders@desireenergy.com)
3	GOLDI SOLAR PRIVATE LIMITED 1009, 10th Floor, Infinity Tower, Beside Ayurvedic College, Near Railway Station, Surat -395003, Gurarat (alpesh.d@goldi.one, info@goldi.one)	Not Applicable
4	ISHAAN SOLAR POWER PRIVATE LIMITED 10/2, Venkatanarayana Road, T. Nagar, Chennai, Tamil Nadu -600017 (tenders@sunedisoninfra.com)	MAHENDRA PUMPS PVT.LTD. 733, Puliakulam, Coimbatore, Tamil Nadu-641045
5	JJ PV SOLAR PRIVATE LIMITED Survey No. 236, Plot No. 2, Near Vikas Stove, B/h Hargange Weigh Bridge Veraval (Shapar) Dist. Rajkot - 360024 Gurarat (tender@jjpvsolar.com)	Not Applicable
6	SAHAJ SOLAR PRIVATE LIMITED 301, Ashirwad Paras, Corporate Road, Opp Prahladnagar Garden, Setellite, Ahmedabad -380051 (info@sahasolar.com bparmar@sahajsolar.com)	M/s Vallabh Agri Trade Private Limited Poddar Plaza, 37, Near Nahata coaching classess, New Siyaganj, Indore, Madhya Pradesh 452001
7	SHAKTI PUMPS I LTD Plot No. 401,402 & 413, Industrial Area, Sector-3, Pithampur, Dist. Dhar -454774 (MP) (info@shaktipumps.com sales@shaktipumps.com tenders@shaktipumps.com)	Not Applicable
8	SOLEX ENERGY LIMITED 131/A, Phase -1, GIDC, Nr. Krimy, VU Nagar, Anand - 388121	Not Applicable
9	TATA POWER SOLAR SYSTEMS LIMITED Plot No. 78, Electronic City, Phase -1, Hosur Road Bangalore, Karnataka -560100 (solexin14@gmail.com sales@solex.in arpit.srivastava@tatapowersolar.com info.solar@tatapower.com)	Not Applicable

10	VRG ENERGY INDIA PVT LTD & Avni Traders Plot -G-2832, Opp. Jyoti CNC, Road-J, Almighty Gate-2, GIDC Metoda-360021, Kalawad Road, Rajkot (tender@vrgenergy.com)	AVNI TRADERS C2/102, Aishwarya Chamber, GE Road, Raipur, Chatisgarh
11	VTECH SUNSYSTEMS PVT. LTD & Australian Solar Private Limited Sbubh Vinayak Building, Ground Floor, Oppsite Dr. Murkute Clinic, Near Small Ayachit Mandir, Mahal, Nagpur-440032 (vtech.sunsystems@gmail.com)	AUSTRALIAN PREMIUM SOLAR(INDIA) PRIVATE LIMITED Tajpur, Prantij

Sub: Letter of Award & Empanelment for Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of off Grid Standalone Solar Photovoltaic Water Pumping Systems under Component-B of PM-KUSUM scheme in Gujarat State.

- Ref: 1. MNRE's Sanction NO:32/54/2018-SPV Division dated:13.01.2021 & 05.03.2021
2. MNRE's OM no. 32/645/2017/SPV Division dated: 27.08.2021
3. EESL tender no. EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off grid/202101032 dtd 14.01.2021
4. MNRE's E mail dated: 09.12.2021 for new Empanelment of Agencies with Rate for sanction 2020-21
5. GUVNL/Tech/ Solar Cell/PM-KUSUM-B/3501 dtd 28.12.2021

Dear Sir,

With reference to the MNRE guidelines, EESL tender for off-grid Solar Pumps, Sanction letter of MNRE for Gujarat to GUVNL, Please find herewith the Letter of Award & Empanelment for work of Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Stand-alone Off Grid Solar Photovoltaic Water Pumping Systems including complete system warranty and its repair and maintenance for 5 Years under MNRE off-grid and decentralized solar Applications scheme on behalf of State Nodal Agencies (SNAs)-GUVNL against the sanction for the year 2020-21 in Gujarat State through DISCOMs (DGVCL, MGVCL, PGVCL & UGVCL) of GUVNL(SNA) on the prices discovered by EESL with the terms and condition of EESL tender and other terms mentioned here under.

1. Empanelled Agencies for Solar Pumps with Normal controller & with USPC:

As per referred tenders by M/s EESL and MNRE's Allotment, the eligible Empanelled Agencies (Vendors) for Solar Pump to work in Gujarat, under different categories are as under:

Sr. No.	Name of Agency Empanelled for Solar pump	Eligible for pump category	
1	M/S BRIGHT SOLAR LIMITED	Surface Pumps (With Normal Controller)	AC -1 HP DC- 1 HP
2	M/S DUKE PLASTO TECHNIQUE PRIVATE LIMITED	Submersible water filled Pumps (With Normal Controller)	AC-10 HP

3	M/S GOLDI SOLAR PRIVATE LIMITED	Submersible water filled Pumps (With Normal Controller)	AC -2, 3,5,7.5,10 HP DC- 2,3 ,5,7.5,10 HP
		Surface Pumps (With Normal Controller)	AC -2,3,5,7.5,10 HP DC- 2,3,5,7.5,10 HP
4	M/S ISHAAN SOLAR POWER PRIVATE LIMITED	Submersible water filled Pumps (With Normal Controller)	AC -2 HP
		Surface Pumps (With Normal Controller)	AC -2 HP DC-2 HP
5	M/S JJ PV SOLAR PRIVATE LIMITED	Submersible water filled Pumps (With Normal Controller)	AC -5, 7.5,10 HP DC-7.5 HP
6	M/S SAHAJ SOLAR PRIVATE LIMITED	Submersible water filled Pumps (With Normal Controller)	AC -3,5 DC-2, 3,5,7.5,10 HP
		Surface Pumps (With Normal Controller)	DC-3,5HP
		Submersible water filled Pumps (With USPC)	AC-7.5,10, HP DC-7.5,10 HP
7	M/S SHAKTI PUMPS I LTD	Submersible water filled Pumps (With Normal Controller)	AC -3,5,7.5,10 HP DC-2,3,5,7.5 ,10 HP
		Surface Pumps (With Normal Controller)	AC-3 ,5 ,7.5,10 HP DC-3,5,7.5,10 HP
		Submersible water filled Pumps (With USPC)	AC-7.5,10 HP DC-3 ,7.5,10 HP
		surface Pumps (With USPC)	AC-7.5,10 HP DC-7.5,10 HP
8	M/S SOLEX ENERGY LIMITED	Submersible water filled Pumps (With Normal Controller)	AC-3 ,10 DC-3,5,10
		Surface Pumps (With Normal Controller)	AC-3,5,10 DC-3,5,10

9	M/S TATA POWER SOLAR SYSTEMS LIMITED	Submersible water filled Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10
		Surface Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10
		Submersible water filled Pumps (With USPC)	AC-3,5,7.5,10 DC-3,5,7.5,10
		surface Pumps (With USPC)	AC-3,5,7.5,10 DC-3,5,7.5,10
		Submersible oil filled Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10
		Submersible oil filled Pumps (With USPC)	AC-3,5,7.5,10 DC-3,5,7.5,10
10	M/S VRG ENERGY INDIA PVT LTD & Avni Traders	Submersible water filled Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10
		Surface Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10
		Submersible water filled Pumps (With USPC)	AC-3,5,7.5,10 DC-3,5,7.5,10
		surface Pumps (With USPC)	AC-3,5,7.5,10 DC-3,5,7.5,10
		Submersible oil filled Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10
		Submersible oil filled Pumps (With USPC)	AC-3,5,7.5,10 DC-3,5,7.5,10
11	M/S VTECH SUNSYSTEMS PVT. LTD & Australian Solar Private Limited	Submersible oil filled Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10
		Submersible water filled Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10
		surface Pumps (With Normal Controller)	AC-1,2,3,5,7.5,10 DC-1,2,3,5,7.5,10

2. Implementation Model:

As per the MNRE Guidelines for Component B- of KUSUM scheme dt. 22.7.2019 and its subsequent modifications dt. 19.08.2019, above empanelled vendors will have equal opportunity to work in market mode in their eligible pump category.

3. Rate of Solar PV Water Pump: -

Discovered rate for category wise, type wise and capacity wise Solar Water Pump with normal controller & with USPC as finalized by EESL is as under:-

Sr. No.	Capacity of Pump in HP	Unit rate without GST (Rs)	GST @13.8% (Rs.)	Unit Rate including GST (Rs.)	Type of pump set
1	1	97400.00	13441.20	110841.20	AC Solar submersible water filled pumps with normal controller
2	2	122093.00	16848.83	138941.83	
3	3	159500.00	22011.00	181511.00	
4	5	227000.00	31326.00	258326.00	
5	7.5	308027.00	42507.73	350534.73	
6	10	403300.00	55655.40	458955.40	
7	1	99200.00	13689.60	112889.60	DC Solar submersible water filled pumps with normal controller
8	2	124800.00	17222.40	142022.40	
9	3	164000.00	22632.00	186632.00	
10	5	229000.00	31602.00	260602.00	
11	7.5	323422.00	44632.24	368054.24	
12	10	405300.00	55931.40	461231.40	
13	1	92400.00	12751.20	105151.20	AC Solar surface pumps with normal controller
14	2	116514.00	16078.93	132592.93	
15	3	156900.00	21652.20	178552.20	
16	5	225000.00	31050.00	256050.00	
17	7.5	308027.00	42507.73	350534.73	
18	10	403400.00	55669.20	459069.20	
19	1	92400.00	12751.20	105151.20	DC Solar surface pumps with normal controller
20	2	117454.00	16208.65	133662.65	
21	3	159600.00	22024.80	181624.80	
22	5	227000.00	31326.00	258326.00	
23	7.5	323422.00	44632.24	368054.24	
24	10	402600.00	55558.80	458158.80	
25	3	179500.00	24771.00	204271.00	AC Solar submersible water filled pumps with USPC
26	5	247000.00	34086.00	281086.00	
27	7.5	356000.00	49128.00	405128.00	
28	10	459000.00	63342.00	522342.00	
29	3	184000.00	25392.00	209392.00	DC Solar submersible water filled pumps with USPC
30	5	249000.00	34362.00	283362.00	
31	7.5	365000.00	50370.00	415370.00	
32	10	462500.00	63825.00	526325.00	

33	3	176900.00	24412.20	201312.20	AC Solar surface pumps with USPC
34	5	245200.00	33837.60	279037.60	
35	7.5	350600.00	48382.80	398982.80	
36	10	459000.00	63342.00	522342.00	
37	3	179600.00	24784.80	204384.80	DC Solar surface pumps with USPC
38	5	247000.00	34086.00	281086.00	
39	7.5	355300.00	49031.40	404331.40	
40	10	460400.00	63535.20	523935.20	
41	1	97400.00	13441.20	110841.20	AC Solar submersible oil filled pumps with normal controller
42	2	123500.00	17043.00	140543.00	
43	3	159500.00	22011.00	181511.00	
44	5	227000.00	31326.00	258326.00	
45	7.5	326000.00	44988.00	370988.00	
46	10	431928.00	59606.06	491534.06	
47	1	99200.00	13689.60	112889.60	DC Solar submersible oil filled pumps with normal controller
48	2	128000.00	17664.00	145664.00	
49	3	164000.00	22632.00	186632.00	
50	5	229000.00	31602.00	260602.00	
51	7.5	335000.00	46230.00	381230.00	
52	10	429928.00	59330.06	489258.06	
53	3	179500.00	24771.00	204271.00	AC Solar submersible oil filled pumps with USPC
54	5	247000.00	34086.00	281086.00	
55	7.5	356000.00	49128.00	405128.00	
56	10	464000.00	64032.00	528032.00	
57	3	184000.00	25392.00	209392.00	DC Solar submersible oil filled pumps with USPC
58	5	249000.00	34362.00	283362.00	
59	7.5	365000.00	50370.00	415370.00	
60	10	464000.00	64032.00	528032.00	

4. CFA/Subsidy: -

The CFA/subsidy will be calculated as per the PMKUSUM Component-B Guideline & Sate Government G.R.

5. Eligible Beneficiaries: -

It is to be noted that as per Sate Government G.R. for implementing the PMKUSUM Component-B, farmers will be provided financial assistance for installing standalone Solar pump for replacement of existing Diesel Agriculture pumps / for irrigation systems in off-grid areas, where grid supply is not available. The applicants of the far-flung area where it is technically not feasible and commercially not viable to give conventional grid connections, Forest, for replacement of pump set operating on Diesel, Khet Talavadi and having facility of irrigation through surface water. A detailed guideline is being issued to DISCOMs for implementing the scheme shall be applicable to the Empanelled Agencies for selection of beneficiaries and process of application.

6. Process of applications on web portal: -

- a. List of Empanelled Agencies with various types and capacities wise rates shall be uploaded on DISCOM's website and will be made available up to Sub division office.
- b. Newspaper Advertisement shall be given for receiving application from beneficiaries.
- c. The Empanelled Agencies will do awareness Programme to get applications.
- d. Beneficiary will have to select one of the Solar Agencies from the list of Empanelled Agencies.
- e. The Empanelled Agency will register online application on behalf of the beneficiary on the State-Portal of the PM-KUSUM Scheme along with the required documents.
- f. Thereafter site survey and document verification will be carried out and eligible applicants will be informed to pay 40% contribution of the total cost of the solar system within one month at the sub-divisional office (except forest are & applicant under TASP). Applicant under forest shall be paid fixed cost charge as per notified by Hon'ble GERC.
- g. Upon receiving payment of contribution by the farmer based on application process, concerned DISCOM will issue Notice To Proceed (NTP) to the concerned Empanelled Agency for the installation of Solar Pumping Systems.
- h. DISCOM will monitor the installation and commissioning of the Solar pumps at beneficiaries sites and do related activities like inspection, make payment to the concerned vendors as per tender terms and condition.
- i. The Terms, Conditions and guidelines for farmers / beneficiaries as per guideline issued by Energy and petrochemicals department copy is available on DISCOM's website shall be provided to the farmer / beneficiary by the contractor at the time of survey.

7. Quantity:

Approximately 2000 Nos. of Solar pumps are estimated to be installed sanctioned against FY 2020-21. Total no. of pump-sets to be installed will vary depending up on actual applications with its HP, type of motor AC/DC and type of pump-sets (Surface/submersible) to be selected by the beneficiaries and available Budget for subsidy.

8. Contract Agreements:

You shall require to submit a contract agreement as per terms and condition of EESL Tender issued on behalf of Gujarat State on be within 21 (Twenty one) days of placement of LoA, as per terms and condition of tender issued by EESL. The cost of Rs 300.00 Non-judicial stamp & Notary charges will be borne by you. Singed copy of LoA, bid documents along with all corrigendum, clarifications, bidder's offers, etc., should be attached with the agreement which will be the part of agreement.

9. Test Report and Certificate:-

You shall require to submit the valid pump test report and IEC /IS certificate of PV modules, controller, USPC etc., within 30 days from the date of issue of this LOA, as per EESL's tender with all amendments, Guidelines of PM KUSUM component "B" and confirming the MNRE specifications issued in 2019 for solar water pumping system to DISCOM form NISE or any other lab accredited by NABL for the particular pump

models (spwps), which are quoted in EESL tender issued on behalf of SNA for Gujarat. For vendors who are empanelled for supplying Universal Solar Pump Controller (USPC), valid pump test report have to be submitted for them as well within 30 days from the date of issue of this LoA.

10. The carbon credit of the project will be the sole authority of GUVNL and claim for it by Empanelled Agencies will not be entertained.
11. In case of failure of submitting documents within the time limit as per terms and conditions of EESL tender issued on behalf of SNA for Gujarat, empanelment will stand cancelled without any prior intimation. A communication regarding the same would be made to MNRE.
12. The beneficiary share will be as per MNRE's guideline of the scheme and it will be deposited at Sub-division Office after processing application online through web portal. The amount to be deposited as the beneficiaries share is available in detailed guideline.
13. Each SPWPS is to be provided with a coloured metallic sticker duly riveted displaying required details as provided by GUVNL/DISCOM.

14. CONTRACT PERFORMANCE GUARANTEE (CPG):

Please go through Tender condition SECTION-4 (Technical & Special Conditions of Contract) for the CPG. Accordingly, you shall require to submit Contract Performance Guarantee (CPG) in the form of a bank guarantee of within 15 days from the date issuance of LOA, in favor of **Paschim Gujarat Vij Company Ltd., Rajkot** with a validity of 1 year, to be rolled over every year (renewed BG must be submitted before 04 weeks expiry of validity) for the first five year. Agency wise CPG is as under.

SR NO	Name of Agency	3 % CPG In Rs.
1	M/S ISHAAN SOLAR POWER PRIVATE LIMITED	416825.50
2	M/S DUKE PLASTO TECHNIQUE PRIVATE LIMITED	1376866.20
3	M/S JJ PV SOLAR PRIVATE LIMITED	1376866.20
4	M/S BRIGHT SOLAR LIMITED	315453.60
5	M/S GOLDI SOLAR PRIVATE LIMITED	1383694.20
6	M/S SOLEX ENERGY LIMITED	1383694.20
7	M/S SHAKTI PUMPS I LTD	1578975.00
8	M/S SAHAJ SOLAR PRIVATE LIMITED	1578975.00
9	M/S TATA POWER SOLAR SYSTEMS LIMITED	1584096.00
10	M/S VRG ENERGY INDIA PVT LTD	1584096.00
11	M/S VTECH SUNSYSTEMS PVT. LTD	1474602.19

However, if total number of SPWPS is more than 10 % of the value of no. of pump sets as mentioned above or 100 Nos. the first list of consent of beneficiaries in the concerned Agency's favor, the concerned Agency shall submit another CPG equivalent to differential value of order as per NTP. In case of non-performance or failure in fulfillment of contractual obligation under the contract, you will be liable to submit 10 % CPG apart from other penal provisions of the tender.

However, in 12 months, Empanelled Agency can only get 50 nos. of consent of beneficiaries in his favor. In this case, Empanelled Agency can claim the return of CPG equivalent to the un-awarded capacity i.e, 50 (100-50) after submitting the CPG equivalent to the 3% of the amount of awarded capacity i.e, 50 nos. of SPWPS.

Any delay in submission of CPG shall be deemed as accruing of financial benefit to the supplier and DISCOM may take necessary interest penalty recovery action (interest @ SBI's MCLR + 2 %) from the payments due to the Agency for the period of delay. However, this provision does not bind DISCOM in any way from proceeding against the Agency (including cancellation of the LOA, etc.) for non-compliance towards non-submission of the CPG.

15. Inspection / Checking / Testing:

All materials / equipment manufactured by the Empanelled Agency against the Letter of Award shall be subject to inspection, check and/or test by the respective DISCOMs or his authorized representative at all stages and place, before, during and after the manufacture. All these tests shall be carried out in the as per technical specifications and bidder shall submit the relevant test reports. If upon delivery the material / equipment does not meet the specification, the materials / equipment shall be rejected and returned to the Empanelment Agency for repairs / modification etc. or for replacement. In such cases all expenses including the to-and-fro freight, repacking charges, any other costs etc. shall be to the account of the Empanelled Agency.

16. Removal of Rejected Goods and Replacement.

If upon delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specification, the same shall be rejected by DISCOMS or duly authorized representative and notification to this effect will be issued to the bidder normally within 7 days from the date of receipt of the material at the work/site/office.

The Empanelled Agency shall arrange removal of the rejected items within 15 days from the date of notification. In the event, the bidder fails to lift the materials within the said 15 days, DISCOMs shall be at liberty to dispose of such rejected items in any manner as it may deemed fit. All expenses incurred on storage, disposal etc. shall be recoverable from the Empanelled Agency.

17. Taxes, Levies and Duties.

GST shall be applicable as per GST rules for solar power generating system.

18. Patent Indemnity.

Royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the Empanelled Agency .The Empanelled Agency shall satisfy all demands that may be made at any time for such royalties and fees and he alone shall be liable for damages, infringement and shall keep DISCOM indemnified in that regard in the event of any equipment/ material or

part there of supplied by the bidder is involved in any suit or other proceedings held to constitute infringement and its used is enjoyed, the Empanelled Agency shall, at his own expenses, either procure for DISCOMs the right to continue the use of such equipment/material replace it with a non-infringing material / equipment or modify it so it become non- infringing.

Empanelled Agency shall agree to indemnify the DISCOM or/and hold it/them harmless from against all claims, liability, loss, damage or expense including counsel fees arising from or by reasons of an action or claimed trade mark patent or copyright infringement or any litigation based thereon with respect to any part of the quoted items and such obligation shall survive acceptance of and payment for the items.

19. Force Majeure:

Empanelled Agency shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot. Only those causes which have duration of more than 7 days shall be considered cause of force/ calendar majeure. A notification to this effect duly certified by local chamber of commerce/ statutory authorities shall be given by the Empanelled Agency to DISCOM by registered/speed post letter. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of DISCOM, the order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of DISCOM. In the event of such cancellation, the bidder shall refund any amount advanced or paid to the Empanelled Agency by DISCOM and deliver back any materials issued to him by the Purchaser and release facilities, if any provided by the Purchaser.

20. Limitation of Liability:-

Except in cases of criminal negligence or willful misconduct, the Implementing Partner shall not be liable to the DISCOMs, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Implementing Partner to pay liquidated damages to the DISCOMs and the aggregate liability of the Implementing Partner to the DISCOMs, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Implementing Partner to indemnify the DISCOM with respect to patent infringement or as specified in SCC of tender.

21. Cancellation:-

DISCOMs reserves the rights to cancel the order in the part or in full by giving one week advance notice thereby if-

- The Empanelled Agency fails to comply with any of the terms of the order.
- The Empanelled Agency becomes bankrupt or goes in to liquidation.
- The Empanelled Agency makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the Empanelled Agency.

22. Insurance:-

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and strikes.

23. Supply and Manufacture and Service center:

Empanelled Agency shall be responsible for design, supply, installation and commissioning of SPWPS along with 5 years of repair and maintenance. To ensure timely maintenance of SPWPS, apart from training a local person and making available necessary spare parts & tools in each block/District, the vendor shall have one authorized service center in each operational district and a help line(s) in English/Hindi or Regional language of the state where such SPWPS are installed. Toll free no. shall be affix on controllers and shall be readable for 5 years in English/Gujarati. Specific pump numbers must have been captured by DISCOMs' web based Application at the time of installation at site.

24. Installation & Commissioning:

1. Empanelled firm shall be responsible for design, supply, installation and commissioning of SPWPS along with 5 years of repair and maintenance. To ensure timely maintenance of SPWPS, apart from training a local person and making available necessary spare parts & tools in each district, the Empanelled firm shall have one authorized service center in each operational district and a help line(s) in English/Hindi or Regional language of the state where such SPWPS are installed.
2. Empanelled firm have to submit monthly consent of beneficiaries in their favors to respective DISCOMs for which respective DISCOMs will give Notice To Proceed and for this, empanelled firm shall complete the installation and Commissioning of SPWPS within 90 days of issuance of NTP.
3. Empanelled Agency should conduct site survey and provide DPR (Daily Progress Report) as per the requirement of respective DISCOMs
4. Action plan should be submitting to respective DISCOMs including complete details of team, resources, service centers in each district within 30 days of acceptance of demand from respective DISCOM.
5. Pre-dispatch Inspection:
Intimation to be given to respective DISCOMs before one week of Pre-Dispatch inspection call and should submit complete warranty and test certificates of each lot at the time of inspection. PDI will be conducted at manufacturing units of major components like Solar PV Modules, Solar Pumps, and Controllers etc.

During the time of PDI of each component, test report of equipment's, warranty certificates and calibration certificates should be provided by the Agency. Also, Agency should submit module structure wind withstand capacity certificate from certified Architecture Engineer for wind speed of 150 Km/hour. Agency has to submit the PDI request within one week from the date of clearance (site allocation)/Notice to Proceed given by respective DISCOMS.

The MMS design specified by the MNRE in the Technical Specification issued in 2019 shall be followed. However, in case of any change in MMS design having improved design features than MNRE specified design, the vendor shall submit a certificate to this effect from recognized structural engineering institutions like IIT Roorkee, IIT Madras, etc.

6. Empanelled Agency should submit installation reports as per the format given by respective DISCOMs on weekly basis.
7. Empanelled Agency should submit completion reports to DISCOM within one week of 100 % completion of work.
8. Empanelled Agency should submit monthly and quarterly progress reports online to SIA's.
9. Empanelled Agency shall comply with all applicable regulatory and statutory norms. Empanelled Agency has to obtain approval/NOC (where ever required) from appropriate Govt. authority for implementing the project in each selected village.
10. Empanelled Agency should have finalized sub-bidders and purchase order (P.O.) on all materials such as Solar PV module, structures, Pump, Controller, etc. within 30 days from the date of notification of award of Contract and un priced P. O. copies will be submitted to SIA's within 30days from date of issue of LOA. Empanelled Agency should commission minimum pumps/ quarter as defined in Scope of Work.
11. Empanelled Agency has to ensure working of minimum 95% of total installed SPWPS at any point of time.
12. Agency should submit the Certificate (as per prescribed format-to be provided by respective DISCOMs) and photographs of each SPWPS installed which must show complete installation setup with beneficiary, Pump number etc.
13. Remote Monitoring System (RMS) will be compulsory for each SPWPS as per terms and conditions of EESL tender and its amendments.

25. Technical Requirements and testing:

1. Systems installed under this Programme should meet technical specification and construction standards as specified by BIS and MNRE from time to time as given in EESL's tender. Non- compliance will be taken seriously to the extent of blacklisting of the vendor.
2. It will be mandatory to use indigenously manufactured Solar Panels with indigenous Solar Cells and Modules. Further the motor-pump-set, controller and balance of system should also be manufactured indigenously. The Agency has to declare the list of imported components used in the manufacturing of solar water pumping system as per tender condition.

The Agency must submit a declaration for indigenously manufactured Solar Panels with indigenous Solar Cells and Modules, motor-pump-set, controller and balance of system should also be manufactured indigenously and further they are agreeing to accept and follow Guidelines for the implementation of PM-KUSUM scheme issued

by MNRE on 22-07-2019 and its subsequent amendment(s). The Agency has to declare the list of imported components used in the manufacturing of solar water pumping system.

26. Operation & Maintenance (O&M), Training, Awareness and sensitization:

1. Agency should keep necessary spare parts min 2% of allotted quantity of each component of the complete system at the service center at each district and should ensure proper maintenance of SPWPS to 5 years from the date of installation of each SPWPS. Agency should also ensure to provide local training to local persons regarding proper maintenance of the SPWPS. Agency should submit bi-weekly maintenance report to respective DISCOMs as per prescribed format provided. Also should provide quarterly inspection report of the installation as per prescribed format provided by respective DISCOMs.
2. Any complaint registered/ service calls received should be attended at the earliest and the system should be repaired/ restored/ replaced within 3 days from the date of complaint received/informed to the Agency.
3. The installation data should be punched in the Web Application Platform to be developed by GUVNL as per the terms and conditions provided by MNRE. GUVNL will develop the Web application.
4. The Ministry officials or designated agency or respective DISCOMs/GUVNL may inspect the ongoing installation or installed plants. In case the installed systems are not as per standards, non-functional on account of poor quality of installation, or non-compliance of maintenance, the Ministry/ respective DISCOMs/GUVNL reserve the right to blacklist the vendor.
5. Empanelled Agency has to submit an Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with each solar photovoltaic water pumping system to the beneficiary. The following minimum details must be provided in the Manual:
 - Basic principles of Photovoltaic.
 - A small write-up (with a block diagram) on solar photo voltaic water pumping system its components, PV module, electronics and expected performance.
 - A simple single line diagram (SLD) depicting the electrical circuits and control mechanism
 - Type, Model number, Voltage & capacity of the motor, used in the system. The make, model number, country of origin.
 - Significance of indicators.
 - Clear instructions on regular maintenance and trouble-shooting of the solar photovoltaic water pumping system
 - Preventive maintenance schedule
 - Detail information about warranty coverage DO's and DONT's.
 - Name and address of the contact person for repair and maintenance, in case of non- functionality of the solar photovoltaic water pumping system.
 - Description of frequent faults of PV module and pump and its remedy.
 - Minimum 10 hard copies (to be printed in booklet form) kept at each service center. Also, to be provided to respective DISCOMs as and when required.

6. The Operation & Maintenance (O&M) cost of the system is in-built in the system cost. The Agency shall provide repair and maintenance of the system for 5 years.
7. Empanelled Agency shall do the preventive maintenance at the interval of every 4 months from the date of last SPWPS at each district and should submit the report in prescribed format to respective DISCOMS.
8. If complaint is not rectified within 3 days from the date of complaint received/informed to the Agency, in that case after 3 days INR 100 per pump/day penalty will be imposed, for first 3 days and thereafter Rs. 500/ per pump/day shall be imposed till the SPWPS put back to satisfactory working condition. This amount shall be recovered from running bills or CPG of the Agency. Agency has to ensure the working of SPWPS for 5 year from the date of installation. Also, Agency has to provide comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft & burglary etc. during 5 years warranty period.
9. Agency shall submit the detailed report and short 5-minute video per district including local training, awareness and sensitization campaigns, Methodology for sustainable maintenance for further five years to the beneficiaries with relevant photographs.

27. Completion Time:

1. Empanelled Agency should ensure to complete the project as per above condition no. 24.2 and instruction of respective DISCOMS.
2. The implementation work on ground should start within 15 days from the date of Notice To Proceed from respective DISCOMS.
3. Empanelled Agency shall submit the un priced P. O. copies of Solar PV module, Pumps, wires / cables etc. to respective DISCOMS within 30 days from the date of notification of award of Contract. (Not applicable in case Agencies itself manufacturing all the items.) In case un priced PO copies within 30 days not submitted, respective DISCOM may, cancel the contract and award the same quantity to another Agency.
4. In order to achieve the target, suitable number of teams (one team with minimum of three members) must be deployed by the Agency.
5. Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of Engineer-in-charge designated by respective DISCOMS.

28. Others:

1. Respective DISCOMS/GUVNL reserves the right to divert the awarded quantity of Agency to third party if the Agency does not perform within one month as per the schedule on the risk and cost of the Agency.
2. Respective DISCOMS/GUVNL reserves the right for the variation of +/- 20% of awarded Quantity State wise.
3. Further, in case an empanelled agency is not able to supply quantity allocated to them as per scheduled timelines, respective DISCOMS/GUVNL reserves the right to shift the part/full quantity to other empanelled Agency, who has matched the price.
4. Please note that in all cases Matching of Prices will be on total landed cost for complete scope of work.

29. Liquidated damages

1. In case of any delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided including any extension permitted in writing, respective DISCOMs reserves the right to recover from the Agency a sum equivalent to 0.5 % of the value plus GST & cess as applicable of the delayed SPWPS installation or on the unexecuted portion of the work for each week of the delay and part thereof subject to a maximum of 5% of the total value of the contract plus applicable GST & cess.
2. Alternatively, respective DISCOMs reserves the right to purchase of the material and completion of the works including maintenance from elsewhere at the sole risk and cost of the Empanelled Agency/ contractor and recover all such extra cost incurred by respective DISCOMs in procuring the material from resources available including encashment of the bank guarantee or any other sources etc. Further, if any extra cost is incurred by respective DISCOMs due to delay in work completion by the party beyond the completion time as per PO/LOA, the same shall be recovered from the party's Invoice/BG etc.
3. Alternatively, respective DISCOMs may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

30. ADJUDICATOR:

Adjudicator under the contract shall be appointed by the Managing Director of concerned DISCOMs/GUVNL. If the Agency does not accept the Adjudicator proposed by respective DISCOMs/GUVNL, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the SNA and contractor have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the MNRE.

31. ARBITRATION:

Arbitration shall be carried out as per 'The Arbitration & Conciliation Act, 1996' and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the laws in force in India. The Courts of respective Head Quarter of concerned DISCOM where Programme is to be implemented shall have exclusive jurisdiction in all matters arising under the contract.

32. WARRANTY AND MAINTENANCE:

1. The complete Solar Photovoltaic Water Pumping System and display board / Name Plate (respective DISCOMs/GUVNL will provide the details) shall be warranted and maintained for 5 years from the date of installation.
2. The maintenance service provided shall ensure proper functioning of the system as a whole. All preventive/routine maintenance and breakdown/corrective maintenance required for ensuring maximum uptime shall have to be provided by the Contractor.
3. Empanelled Agency, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Empanelled Agency indemnifies respective DISCOMs/GUVNL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by Agency as per settlement solely. Respective DISCOMs/GUVNL /EESL has no role to play in this matter.

4. Empanelled is to submit inter changeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge of respective DISCOMs at same cost & terms and conditions. Empanelled Agency, on whom letter of award has been placed, has also to confirm that the prices of improved version of product are not lesser than the original product or its parts in comparison. Agency must also provide a declaration as per tender.
5. Local representative of Agency should meet governing authorities of each block and should submit the minutes of meeting to respective DISCOMs & GUVNL on quarterly basis.
6. The Empanelled Agency shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The Empanelled Agency shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.
7. Further respective DISCOMs/GUVNL reserve the right to place a repeat order in case of urgency for equal to or more than ordered quantity in the Letter of Award for similar work. In case of poor performance/poor quality of material respective DISCOMs/GUVNL reserves the right to short close / terminates the contract and award the work to third party at risk and cost of Agency.

33. Technical specification:

Technical specification of Solar Water Pumping System and Universal Pump Controller (USPC) for stand-alone applications will be as per EESL tender no. EESL/06/2020-21/ KUSUM/ SWPS/ 1-10 HP/ off grid/202101032 dated: 14.01.2021 with all amendments and Guideline of MNRE.

34. SPECIAL CONDITIONS OF CONTRACT

1. **PAYMENT WILL BE MADE BY CONCERNED DISCOMS (PGVCL/DGVCL /MGVCL/UGVCL) who has given you the Notice to Proceed (NTP) for the solar water pump installation in their jurisdiction.**

Terms of Payment

- A. **Stage I: - 90% of the value of month-wise nos. of SPWPS installed at site and 100% applicable taxes there upon based on:**

- **Submission of detailed work plan (Project Execution plan) with timeline for the lot supplied duly approved by respective DISCOMs representative;**

- Submission of evidence in hard copy regarding completion of installation of SPWPS in good condition at site, duly verified and acknowledged by EIC, respective DISCOMs and Farmer.
- All the relevant Warranty and quality (performance test reports) of the lot to be submitted.
- Signing of contract agreement between respective DISCOMs and Agency.
- Submission of Contract Performance Guarantee (CPG) as per relevant CPG clause to respective DISCOMs
- Submission of original supply Invoices/Bills duly verified/certified by EIC, respective DISCOMs
- Submission of report supported with labelled photograph on completion of village community training, awareness/ sensitization, capacity building measures undertaken and development of entrepreneurship etc. in each village with relevant photographs
- Submission of installation report as per prescribed format of respective DISCOMs/GUVNL.
- Operation and Maintenance manual to be provided to each beneficiaries
- Submission of handing over certificates of solar photovoltaic water pumping system signed by Farmer and duly certified by respective DISCOMs representative;
- Performance report for 1 day after commissioning based on data received from remote monitoring system or data logger in cases, where internet services are not available
- An undertaking shall need to be submitted by the Contractor certifying that the civil work will withstand the wind speed of 150 km/hr in all weather conditions.
- **B. Stage II: - Balance 10% i.e. on completion of one month from the date of completion certificate.**

Note:-

Respective DISCOMs has the right to seek any additional documents / information / certification it deems fit prior to the release of any payment relevant to the SPWPS.

Payment will be made to the Agency within 30 Days after submission of Invoice complete in all respect i.e. with all the required documents and compliance of relevant terms & conditions of LOA duly accepted & certified by EIC, respective DISCOMs

- If the invoice is incomplete in any respect or if there is any non-compliance with relevant Terms & Conditions of LOA, payment due date shall start from the date of submission of all necessary documents provided relevant terms & conditions of LOA have been fulfilled.

C. PROCESS FOR RAISING INVOICE/BILL: -

- The Empanelled Agency's request (s) for release of payment shall be made to the Engineer-In-Charge in writing, upon fulfillment of required obligations stipulated in the contract.

- The Empanelled Agency shall submit the invoice in triplicate showing description, quantity, Unit rate and total amount with all supporting documents as per terms of the Contract. After due verification by Engineer-In-Charge, respective DISCOMs shall process the verified Bill (s)/Invoice (s) for release of payment. In case Agency fails to submit the Invoice/Bill with all the required documents, respective DISCOMs reserves the right to hold the payment against such Bills/Invoices.
- The Empanelled Agency shall be responsible for submitting all the requisite documents for processing the Bill (s)/Invoice (s). The Empanelled Agency shall submit the Bills/Invoices for the work executed showing separately, GST and any other statutory levies in the Bill (s)/Invoice (s).

Note: Respective DISCOMs has the right to seek any additional documents / information / certification it deems fit prior to be release of any installment.

2. Empanelled Agency has to ensure all safety guidelines, rules and regulations, labor laws etc. Empanelled Agency indemnifies respective DISCOMs/GUVNL for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by Agency as per settlement solely. Respective DISCOMs/GUVNL has no role to play in this matter.
3. Empanelled Agency is to comply, and to procure that its sub-contractors (if any) comply, with international standards for the protection of the environment and labor laws, including the fundamental conventions of the International Labor Organization and the international environmental conventions, in accordance with the applicable laws and regulations of India.
4. Empanelled Agency is to submit interchangeability certificate for its product supplied for replacement during warranty and maintenance period and even when it is purchased from open market. In case due to change in technology, the supplied product is not available during warranty/ maintenance period than the improved version of product can be used in warranty/ maintenance period with same or improved technical parameters or the combination thereof after written communication of Engineer in Charge of respective DISCOMs/GUVNL at same Cost & terms and conditions. Empanelled Agency, on whom letter of award has been placed, has also to confirm that the price of improved version of product is not lesser than the original product or its parts in comparison.
5. Empanelled Agency shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the Works in line with the Scope of Work specified in the document at the offered rates and to have satisfied himself to the sufficiency of his Bid. The Agency shall be deemed to know the scope, nature and magnitude of the work and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents. In case of non-performance of any Agency, work will be awarded to third party at the risk and cost of the existing Agency.

6. Insurance:

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and strikes.

The Comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft & burglary etc. during 5 years warranty period.

7. Transportation, Demurrage Wharfage, Etc.

Contractor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor, and the related cost shall be included in the Contract Price.

8. If it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by this tender document and amendment thereof) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market / other sources and recover the loss, if any, from the Agency reserving to ourselves the right to forfeit the security deposit, furnished by the Agency against the contract. The Agency will make his own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter material will lie entirely at the Agency's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the Agency.

9. We reserve the right to split and place order on more than one Agency.

10. The Agency should not have been black-listed by any Central / State Government or Public Sector Undertakings. During the currency of the contract, any suppression/ falsification of such information is brought to the knowledge, EESL/SNA/respective DISCOM shall have the right to reject the proposal or terminate the contract, as the case may be, without any compensation to the tenderer & forfeiture of bid security/EMD/CPG.

11. Statutory Compliance/ Certification regarding Cyber Security Products:

A certificate (in the format at tender) is to be submitted by the Agencies that the items offered meet the definition of domestically manufactured/produced Cyber Security Products as per MEITY notification vide File no. 1(10)/2017-CLES dt. 02.07.18. The above certificate shall be on Company's letterhead and signed by Statutory Auditor or Cost Auditor of the Company.

'Cyber Security Products means a product or appliance or software manufactured/ produced for the purpose of protecting, information, equipment, devices computer, computer resource, communication device, and information stored therein from unauthorized access, use, disclosure, disruption, modification or destruction'.

12. Statutory deduction at on applicable rate as per prevailing norms time to time will be done at the time of payment.

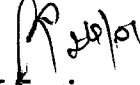
13. On all kind of penalties recovered under this contract GST at applicable rate will be collected extra.

All other terms and conditions will be same as per Tender's terms and conditions of above referred tender and amendment thereof in Toto, which shall be applicable.

Kindly acknowledge the receipt of this Letter of Award and Empanelment within seven days.

Thanking you,

Yours faithfully



I/C Chief Engineer (Project)
PGVCL

Encl: As above

Copy fwcs to:

- The MD, GUVNL, Vadodara.
- The MD, DGVCL, MGVCL, PGVCL, UGVCL, Corporate office, Surat, Vadodara, Rajkot, Mehasana.
- The Chief Engineer(Tech), GUVNL, Head office, Vadodara,
- The Chief Engineer(Project), DGVCL, MGVCL, UGVCL, Corporate office, Surat, Vadodara, Mehasana
...for necessary action at their end please.
- Mr. J. K. Jethani, Scientist-E ,Ministry of New and Renewable Energy, Block no-14, CGO Complex, Lodhi Road, NEW DELHI-110003..
...w.r.t. his letters referred above.