
	<p align="center">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.pgvccl@gmail.com Web site: www.pgvccl.com</p>	
NO: PGVCL/Project/PMKUSUM-B/LOA/ 426		Date: 15/04/2020

BY E-mail/RPAD

To, The Director

M/s Ecozen Solutions Pvt. Ltd. Survey No. 134/1-2-3, Jeevan nagar, Tathawade, Mubai-Pune Highway, Pune - 411 033, Maharashtra, India	M/s Gautam Solar Pvt. Ltd. D 120-121, Okhla Industrial Area, Phase-1, New Delhi-110020
M/s Ethos Power Pvt. Ltd. 121-123, 1st Floor, DLF Star Tower, NH-8, Sector-30. Guagaon, Haryana 122001	M/s Neety Euro Asia Solar Energy E-153, GIDC Electronics Estate, Beside Gujarat Petronet, Sector-26, Gandhinagar-382028, Gujarat
M/s Premier Solar System Pvt. Ltd. Survey no.54/ part, Vikrampur colony, Above Pulla Reddy Sweet house, Karkhana road, Secunderabad 500015, Greater Hyderabad, Telangana	M/s Rajasthan Electronics and Instruments Ltd. Rajasthan Electronics & Instruments Limited, 2 Kanakpura Industrial Area, Sirsi Road , Jaipur
M/s Rotomag Motor& Controls Pvt. Ltd. 2102/3 & 4,GIDC, Vitthal Udyognagar , Near Anand, Gujarat-388121	M/s Sai Bubuji Projects Pvt. Ltd. Plot No:16,IDA, Balanagar, Hyderabad-500037,Telangana State
M/s Shakti Pumps (I) Ltd. 401,402 & 413, Industrial Area, Sector-3, Pithampur, Dist. Dhar-454774 (M.P.)	M/s Solex Energy Ltd. Plot no. : 131/A, Phase-1, Nr.Krimy , H.M.Road, VithhalUdyognagar - 388121, Aanand, Gujarat.
M/s VRG Energy India Pvt. Ltd. G-2119, Nr. Galaxy Stamping, Kadvani Forge Road, Kishan Gate-3, GIDC METODA - 360 021. Rajkot (Gujarat)	M/s Tata Power Solar System Ltd. 1st Floor, B-12-13, Shatabdi Bhavan, Sector -4, NOIDA - 201304, U.P.

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 OM no. 32/54/2017-SPV Division dtd 22-07-2019 with all amendments
2. MNRE's OM no. 32/54/2017-SPV Division dtd 19-08-2019
3. EESL's tender no. EESL/06/2019-20/KUSUM/SWPS/PHASE-1/Off grid/1920007012 dtd 21.08.2019 with all amendments.
4. EESL, tender no. EESL/06/2019-20/KUSUM/SWPS/PHASE-1/10HP/Off-grid/192012030 dtd 20.12.2019 with all amendments
5. MNRE's Sanction letter No. F. No. 32/54/2018-SPV Division dtd 15.01.2020

6. MNRE's letter for finalization of centralized tender vide letter no. F. No. 32/54/2018- SPV Division dtd 5.02.2020, received on 23.3.20.
7. MNRE's letter for finalization of centralized tender vide letter no. F. No. 32/54/2018-SPV Division dtd 7-5-20
8. EPD-GOG-GR vide no. BJT/2014/1447/B1 DT 19-06-2020
9. GUVNL/Tech/ Solar Cell/PM-KUSUM/1330 dtd 04-07-2020

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 2019-20 in Gujarat State through DISCOMs (DGVCL, MGVL, 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:

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.	Tender	Name of Agency Empanelled for Solar pump	Eligible for pump category	
1	Up to 7.5 HP	M/s Ecozen Solutions Pvt. Ltd.	Submersible Pumps (Water Filled Motors)	AC-3 HP
			Submersible Pumps (Oil Filled Motors)	DC-2,3,5 HP AC-2,3,5 HP
2		M/s Ethos Power Pvt. Ltd.	Submersible Pumps (Water Filled Motors)	DC-1,2,5, 7.5 HP AC-1,2,5, 7.5 HP
			Surface Pumps	DC-1,2,3,5,7.5 HP AC-1,2,3,5,7.5 HP
3		M/s Premier Solar System Pvt. Ltd.	Submersible Pumps (Water Filled Motors)	DC-1,2,3,5,7.5 HP AC-1,2,3,5,7.5 HP
4		M/s Rotomag Motor & Controls Pvt. Ltd.	Submersible Pumps (Water Filled Motors)	DC-1,2,3,5,7.5 HP AC-1,2,3,5,7.5 HP
			Surface Pumps	DC-1,2,3,5,7.5 HP AC-1,2,3,5,7.5 HP
5.1		M/s Shakti Pumps (I) Ltd.	Submersible Pumps (Water Filled Motors)	DC-1,7.5 HP AC-7.5 HP
			Surface Pumps	DC-7.5 HP AC-7.5 HP

6		M/s VRG Energy India Pvt. Ltd.	Submersible Pumps (Water Filled Motors)	DC-1,7.5 HP AC-1,7.5 HP
			Surface Pumps	DC-7.5 HP AC-1,3,5,7.5 HP
			Submersible Pumps (Oil Filled Motors)	DC-1,2,3,5,7.5 HP AC-1,2,3,7.5 HP
7	10 HP	M/s Gautam Solar Pvt. Ltd.	Submersible Pumps (Water Filled Motors)	DC-10 HP AC-10 HP
8		M/s Neety Euro Asia Solar Energy	Submersible Pumps (Water Filled Motors)	DC-10 HP AC-10 HP
			Surface Pumps	DC-10 HP AC-10 HP
9		M/s Rajasthan Electronics and Instruments Ltd. Jaipur	Submersible Pumps (Water Filled Motors)	DC-10 HP AC-10 HP
			Surface Pumps	DC-10 HP AC-10 HP
			Submersible Pumps (Oil Filled Motors)	DC-10 HP AC-10 HP
10		M/s Sai Bubuji Projects Pvt. Ltd.	Submersible Pumps (Water Filled Motors)	DC-10 HP AC-10 HP
			Surface Pumps	DC-10 HP AC-10 HP
			Submersible Pumps (Oil Filled Motors)	DC-10 HP AC-10 HP
5.2		M/s Shakti Pumps (I) Ltd.	Submersible Pumps (Water Filled Motors)	DC-10 HP AC-10 HP
			Surface Pumps	DC-10 HP AC-10 HP
11		M/s Solex Energy Ltd.	Submersible Pumps (Water Filled Motors)	DC-10 HP AC-10 HP
			Surface Pumps	DC-10 HP AC-10 HP
12		M/s Tata Power Solar System Ltd.	Submersible Pumps (Water Filled Motors)	DC-10 HP AC-10 HP
			Surface Pumps	DC-10 HP AC-10 HP
			Submersible Pumps (Oil Filled Motors)	DC-10 HP AC-10 HP

2. Empanelled Agencies for USPC:

As per referred tenders by M/s EESL and MNRE's Allotment, the eligible Empanelled Agencies (Vendors) for supply of the Universal Solar Pump Controller (USPC) with their systems to the interested beneficiaries, under different categories of pumps are as under :-

Sr. No.	Tender	Name of Agency Empanelled for USPC	Eligible for pump category
1	Up to 7.5 HP	M/s Ethos Power Pvt. Ltd.	DC-3, 5, 7.5 HP AC-3, 5, 7.5 HP
2		M/s Premier Solar System Pvt. Ltd.	DC-3, 5, 7.5 HP AC-3, 5, 7.5 HP
3		M/s Rotomag Motor & Controls Pvt. Ltd.	DC-3, 5, 7.5 HP AC-3, 5, 7.5 HP
4.1		M/s Shakti Pumps (I) Ltd.	DC-3, 5, 7.5 HP AC-3, 5, 7.5 HP
5		M/s VRG Energy India Pvt. Ltd.	DC-3, 5, 7.5 HP AC-3, 5, 7.5 HP
4.2	10 HP	M/s Shakti Pumps (I) Ltd.	DC-10 HP AC-10 HP
6		M/s Solex Energy Ltd.	DC-10 HP AC-10 HP
7		M/s Tata Power Solar System Ltd.	DC-10 HP AC-10 HP

3. 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.**

4. USPC:-Applicant Beneficiary will have a choice to opt for the Universal Solar Pump Controller (USPC) instead of normal controller to enhance the utility of the solar water pump system. The beneficiary would be required to contribute extra while opting to install Universal Solar Pump Controller (USPC). Additional Cost of the USPC Shall have to be borne by the Beneficiary.

5. Rate of Solar PV Water Pump with normal controller: -

Discovered rate(exclusive of GST) for category wise, type wise and capacity wise Solar Water Pump with normal controller as finalized by EESL is as under:-

(Prices in Rs. exclusive of GST)

Sr. No.	Types AC/DC	Pump Description	Submersible Pump (Water Filled type) Rs.	Surface Pump Rs.	Submersible Pump (Oil Filled type) Rs.
1	DC	1 HP DC	95540	85403	101000
2		2 HP DC	116835	106776	127990
3		3 HP DC	155528	149785	166917
4		5 HP DC	218513	208549	236990
5		7.5 HP DC	323422	310873	335000
7	AC	1 HP AC	88603	84315	96500
8		2 HP AC	110994	105922	123990
9		3 HP AC	152028	145814	165590
10		5 HP AC	212402	206412	236000
11		7.5 HP AC	308027	300542	335000

Sr. No.	Types AC/DC	Pump Description	Submersible Pump (Water Filled type) Rs.	Surface Pump Rs.	Submersible Pump (Oil Filled type) Rs.
1	DC	10 HP DC	404000	404000	422649
2	AC	10 HP AC	404000	404000	417784

6. Rate of Universal Solar Pump Controller (USPC): -

Discovered price (exclusive of GST) for category wise, type wise and capacity wise of Universal Solar Pump Controller of various capacities as finalized by EESL is as under: -

(Prices in Rs. exclusive of GST)

Type	Shakti	Rotomag	VRG Energy	Ethos	Premier
3HP DC	52100	36000	35000	27000	36000
5HP DC	67500	42000	40000	28500	42000
7.5HP DC	72500	50000	50000	30000	50000
3HP AC	47650	36000	35000	27000	36000
5HP AC	58900	42000	40000	29000	42000
7.5HP AC	66250	50000	50000	30000	50000

Type	Shakti	Tata Power	Solex Energy
10 HP DC	55000	55000	150000
10 HP AC	55000	55000	170000

Vendors, who are empanelled for supplying Universal Solar pump Controller (USPC), would have to convey willingness to supply at the above L1 rates for respective empanelled categories.

- 6. CFA/Subsidy:** -The CFA/subsidy will be calculated as per the PMKUSUM Component-B Guideline. In case of submersible pumps, the rates of water filled motors will be considered for the purpose of calculating subsidy. For the Pumps of capacity higher than 7.5 HP, the eligible subsidy shall be the subsidy applicable for the 7.5 HP pump set and the difference of amount shall be paid by the beneficiary. CFA will not be available on USPC Cost.

- 7. 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.

8. 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. The application received on portal will be prioritize as per the condition mentioned in the GOG-EPD-GR. Accordingly,
 - i. First priority shall be given to old Applicants who applied previously but yet not get the Solar pump or conventional connections. This priority shall remain valid for the applications received during 30 days from the date of publishing advertisement. Empanelled agencies will also get list of such prospective beneficiaries from DISCOMs. Beneficiary farmers would have the option of choosing the vendor with type of pump set and its capacity. Empanelled Agencies are requested to seek the consent of beneficiary and then conduct site suitability and capacity /type assessment of solar photovoltaic Water Pumping Systems for the particular beneficiary.
 - ii. Second priority will be given to Applicants who are having micro irrigation techniques or participating under micro irrigation Schemes.
 - iii. Third priority will be given to Small and marginal farmers.
- g. The applications will be shortlisted based on above priorities and considering limit of State Subsidy budget for the FY (2020-21) on portal for paying registration deposit Rs. 1000/- in concerned Sub-division. This amount will be adjusted against contribution amount to be paid by farmers.
- h. 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 and the additional amount, if any towards difference of CFA /USPC Cost within one month at the sub-divisional office.
- i. 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.
- j. 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.
- k. 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

9. Quantity:

Approximately 1424 Solar pumps are estimated to be installed in the current 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.

List of old applicants as mentioned in above para 8. f-1 will be given to All Empanelled Agencies. Preference would be rendered to MSME vendors for 25% of the total number of pumps, i.e. 356 no. of pump sets among all MSME firms as per tender condition. MSME firms shall require to submit applications along with consent from farmer in prescribed form during the first one month from the date of advertisement, there after no preference would be rendered.

10. Contract Agreement:

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 15 (Fifteen) days of placement of LoA, as per terms and condition of tender issued by EESL. The cost of 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.

11. 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.

12. The carbon credit of the project will be the sole authority of GUVNL and claim for it by Empanelled Agencies will not be entertained.
13. 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.
14. 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.
15. Each SPWPS is to be provided with a coloured metallic sticker duly riveted displaying required details as provided by GUVNL/DISCOM.

16. CONTRACT PERFORMANCE GUARANTEE (CPG):

Please go through Tender condition for the CPG. Accordingly, you shall require to submit Contract Performance Guarantee (CPG) in the form of a bank guarantee of within 28 days from the date issuance of LOA, in favour 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.

The CPBG of Rs. 74.34 lakh would be valid for 20 % of estimated quantity i.e.258 nos. SPWPS up to 7.5 HP SPWPS.

The CPBG of Rs. 11.79 lakh would be valid for 20 % of estimated quantity i.e 27 nos. SPWPS of 10 HP SPWPS.

However, if total number of SPWPS is more than 20% of the value of no. of pump sets as mentioned above the first list of consent of beneficiaries in the concerned Agency's favour, the concerned Agency shall submit another CPG equivalent to differential value of order as per NTP.

In case, if consent of beneficiaries in Agency's favor is less than the value of submitted CPG, Implementing Agency shall return the original CPG within 15 days of receiving the new CPG equivalent to total awarded quantity to the Agency. However, such request for return of the CPG equivalent to unawarded capacity shall be considered only after 12 months of issuance of LoA.

17. Supply and Manufacture and Service centre:

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.

18. Installation & Commissioning:

1. **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.**
2. Empanelled Agency should conduct site survey and provide DPR (Daily Progress Report) as per the requirement of respective DISCOMs

3. 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.

4. 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, 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.

5. 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.
6. Remote Monitoring System (RMS) will be compulsory for each SPWPS as per terms and conditions of EESL tender and its amendments.

19. 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.

20. 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.

21. Completion Time:

1. Empanelled Agency should ensure to complete the project as per above condition no. 18.1 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 unpriced 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 unpriced 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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/06/2019-20/ KUSUM/ SWPS/ PHASE-1/ off grid/1920007012dtd21.08.2019 & EESL/06/2019-20/KUSUM /SWPS/ PHASE-1/ 10HP/Off-grid/192012030 dtd 20.12.2019 with all amendments and Guideline of MNRE.

The payment of USPC will be done by Implementing Agency to EA, in the same way how the payment will be done for a system without USPC. Farmer will pay to Implementing Agency for his/her contribution.

28. 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'.

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


Chief Engineer (Project)
PGVCL

Encl: As above

Copy fws to:

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