
	<b>DAKSHIN GUJARAT VIJ CO. LTD.</b> CIN U40102GJ2003SGC042909 "URJA SADAN" REGD. & CORPORATE OFFICE		
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**LoA BEHALF OF DGVCL, PGVCL, MGVCL, UGVCL.**

**BY E-mail/RPAD**

**To,  
The Director**

<b>Sr.no</b>	<b>Name of the Vender</b>	<b>Consortium Party name &amp; address</b>
1	M/s. Australian Premium Solar India Pvt. Ltd. 301,3rd Floor, Satyamev Eminence, Near Shukan Mall, Science City Road, Ahmadabad, Gujrat – 380060 Contact Person :- Pankaj Kumar Contact No. 9867681061, 9372032323 E-mail :- conskusumsp@gmail.com;	M/s. VTECH Sunsystems Pvt. Ltd. Shubh Vinayak Building, Opp. Dr. Murkute Clinic, Mahal Nagpur 440032 Contact Person :- Pankaj Agrawal E-mail :- vtech.sunsystems@gmail.com
2	M/s. AVI Appliances Pvt. Ltd. 65,66, Narayan Industrial Estate, Opp. Raipur Mill Compound, Saraspur, Ahmedabad – 380018. Contact Person :- Niraj Gadhiya Contact No. 9913759764 E-mail :- design01@avi-products.com	M/s. Ritika Systems Pvt. Ltd. C-22/18, Sector - 57, Noida, Dist. G.B.Nagar, UP-201301. Contact Person :- Samarth Wadhwa, Contact No. 8800564525 E-mail :- samarth@ritikasytems.in
3	M/s. JJ PV Solar Pvt Ltd Survey No. 236, Plot No. 2, Near Vikas stove, Behind Har Gange Weigh bridge, Rajakot, Gujarat- 360024 Contact Person :- Ravi Gujarati Contact No. 9904809006 E-mail :- tender@jjpvsolar.com	N.A.
4	M/s KOSOL ENERGIE PVT LTD " Kalathia House " 193 Satyagrah Chhavni, OPP ISCON Mega mall, S G Highway, AHMEDABAD. Contact Person :- Parag Vyas Contact No. 9825207677 E-mail :- pvyas@sunray.co.in	N.A.

5	<p>M/s. KSB Limited E3 &amp; E4 - MIDC, Sinner, Nasaik, MAHARASHTRA – 422113 Contact Person :- Vinod Mohandass Contact No. 8220002068 E-mail :- Vinod.mohandass@ksb.com</p>	<p>M/s. GANESH ELECTRICALS PVT LTD. F-202 &amp; G-201, S G Business Hub, NR Gota Flyover, S G Highway, Gota, AHMEDABAD – 382470 Contact Person :- Murugesh Patel E-mail :- ge@ghgroup.co.in</p>
6	<p>M/s. Neety Euro Asia Solar Energy E-153, GIDC, Electronics Estate, Sector-26, Gandhinagar- 382028. Contact Person :- Falgun D Bhatt Contact No. 7016849308, 9099083421, 9879000443 E-mail :- tender1@nease.in, <a href="mailto:vp@nease.in">vp@nease.in</a>, falgun@nease.in.</p>	N.A.
7	<p>M/s. Sahaj Solar Private Limited 301, Ashirwad Paras, Corporate Road, Opp Prahladnagar Garden, Satellite, Ahmedabad-380015 Contact Person :- Bhavik Parmar Contact No. 7573006832, 9725970492 E-mail :- bparmar@sahajsolar.com;</p>	N.A.
8	<p>M/s Shakti Pumps (India) Limited Shakti Pumps (India) Limited, Plot No. 401,402 &amp;413 Industrial Area Sector–3 Pithampur Distt. Dhar - 454774 (M.P.) Contact Person :- (1) Piyush Patidar, 7024110419 E-mail :- tenders@shaktipumps.com (2) Sandeep Yadav 7024130764 E-mail :- sandeep.yadav@shaktipumps.com</p>	N.A.
9	<p>M/s. Topsun Energy Limited B-101, GIDC, Electronic Zone, Sector-25, Gandhinagar, Gujarat -382028. Contact Person :- (1) Chintan G. Patel, 9825008943 E-mail :- cgpatel@topsunenergy.com (2) Snehal K. Sathwara 9825926807 E-mail :- cgpatel@topsunenergy.com, manager.mktg@topsunenergy.com</p>	N.A.

**Sub: Letter of Award & Empanelment fresh allocation for FY 2024-25 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 Office memorandum No. 32/645/2017-SPV Division Dtd. 22.07.2019.  
2. SECI tender no. SECI/C&P/MI/00/0010/2022-23 Dtd. 31.12.2022  
3. MNRE's OM No. 32/645/2017-SPV Division (Part-1) Dtd. 25.07.2023, for new Empanelment of venders with price discovered.  
4. GUVNL Letter no. GUVNL/Tech-3/ Solar Cell/PM-KUSUM-B/DE-1/1314 Dtd. 31.07.2023.  
5. MNRE's OM No. 32/24/2020-SPV Division Dtd. 04.09.2023, for benchmark cost.  
6. MNRE's OM No. 32/645/2017-SPV Division (part 1) Dtd. 15.09.2023 regarding Updated vender list.  
7. MNRE's order No. 32/54/2018-SPV Division – Part (1) Dtd. 25.06.2024.  
8. GUVNL letter no GUVNL/SE-1/Solar Cell/PM KUSUM-B/873 Dtd. 08.07.2024.

**Dear Sir,**

With reference to the MNRE guidelines, SECI tender for off-grid Solar Pumps, Sanction letter of MNRE for Gujarat to GUVNL, Please find herewith the Letter of Award & Empanelment for fresh allocation of FY 2024-25 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 for FY 2024-2025 on behalf of State Implementation Agencies (SIA-DGVCL, PGVCL, MGVCL, UGVCL) in Gujarat State on the prices discovered by SECI with the terms and condition of SECI tender and other terms mentioned here under.

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

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

<b>Sr No.</b>	<b>Name of Agency</b>	<b>Eligible For Pump Category</b>	
1	Australian Premium Solar India Pvt Ltd	Surface SPWPS with normal controller (without USPC)	N.A.
		Submersible SPWPS with normal controller (without USPC)	2 HP DC
		Surface SPWPS with USPC controller	N.A.
		Submersible SPWPS with USPC controller	N.A.

2	AVI APPLIANCES PVT. LTD.	Surface SPWPS with normal controller (without USPC)	N.A.
		Submersible SPWPS with normal controller (without USPC)	3 HP AC, 3 HP DC, 5 HP AC, 5 HP DC, 7.5 HP AC, 7.5 HP DC, 10 HP AC, 10 HP DC
		Surface SPWPS with USPC controller	N.A.
		Submersible SPWPS with USPC controller	N.A.
3	JJ PV SOLAR PVT. LTD.	Surface SPWPS with normal controller (without USPC)	N.A.
		Submersible SPWPS with normal controller (without USPC)	3 HP AC, 3 HP DC, 5 HP AC, 5 HP DC, 7.5 HP AC, 7.5 HP DC, 10 HP AC, 10 HP DC
		Surface SPWPS with USPC controller	N.A.
		Submersible SPWPS with USPC controller	N.A.
4	Kosol Energie Pvt Ltd.	Surface SPWPS with normal controller (without USPC)	N.A.
		Submersible SPWPS with normal controller (without USPC)	3 HP AC, 3 HP DC, 7.5 HP DC, 10 HP AC, 10 HP DC
		Surface SPWPS with USPC controller	10 HP AC
		Submersible SPWPS with USPC controller	10 HP AC
5	KSB LTD	Surface SPWPS with normal controller (without USPC)	1 HP AC, 1 HP DC,
		Submersible SPWPS with normal controller (without USPC)	2 HP DC, 3 HP AC, 3 HP DC, 5 HP AC, 5 HP DC, 7.5 HP AC, 7.5 HP DC
		Surface SPWPS with USPC controller	N.A.
		Submersible SPWPS with USPC controller	N.A.
6	Neety Euro Asia Solar Energy	Surface SPWPS with normal controller (without USPC)	N.A.
		Submersible SPWPS with normal controller (without USPC)	2 HP DC, 3 HP AC, 3 HP DC, 5 HP AC, 5 HP DC, 7.5 HP AC, 7.5 HP DC, 10 HP AC, 10 HP DC

		Surface SPWPS with USPC controller	N.A.
		Submersible SPWPS with USPC controller	N.A.
7	SAHAJ SOLAR PRIVATE LIMITED	Surface SPWPS with normal controller (without USPC)	1 HP AC, 1 HP DC
		Submersible SPWPS with normal controller (without USPC)	2 HP DC, 3 HP AC, 3 HP DC, 5 HP AC, 5 HP DC, 7.5 HP AC, 7.5 HP DC, 10 HP AC, 10 HP DC
		Surface SPWPS with USPC controller	10 HP AC, 10 HP DC
		Submersible SPWPS with USPC controller	10 HP AC, 10 HP DC
8	Shakti Pumps India Limited	Surface SPWPS with normal controller (without USPC)	N.A.
		Submersible SPWPS with normal controller (without USPC)	N.A.
		Surface SPWPS with USPC controller	10 HP AC, 10 HP DC
		Submersible SPWPS with USPC controller	10 HP AC, 10 HP DC
9	Topsun Energy Limited	Surface SPWPS with normal controller (without USPC)	N.A.
		Submersible SPWPS with normal controller (without USPC)	7.5 HP DC, 10 HP AC, 10 HP DC
		Surface SPWPS with USPC controller	N.A.
		Submersible SPWPS with USPC controller	N.A.

## 2. Implementation Model:

As per the MNRE Guidelines for Component B- of PM KUSUM scheme dt. 17.01.2024 and its subsequent modifications, above empanelled vendors **will have equal opportunity to work in market mode in their eligible pump category.**

## 3. CFA/Subsidy: -

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

**4. Rate of Solar PV Water Pump:-**

Rate discovered for different types and categories of standalone solar water pumps in the third centralized tender conducted by SECI behalf of MNRE under Component – B of PM KUSUM scheme as per MNRE's OM No. 32/645/2017-SPV Division (Part – 1) Dtd. 15.09.2023, as under.

Sr. No.	Type of pump	Capacity of Pump in HP	Rate of Solar Pump without GST (Rs.)	GST @13.8%	Rate including GST (Rs.)
1	AC Surface SPWPS with normal controller (without USPC)	1	109200	15070	124270
2		2		0	0
3		3		0	0
4		5		0	0
5		7.5		0	0
6		10		0	0
7	DC Surface SPWPS with normal controller (without USPC)	1	109200	15070	124270
8		2		0	0
9		3		0	0
10		5		0	0
11		7.5		0	0
12		10		0	0
13	AC Submersible SPWPS with normal controller (without USPC)	1		0	0
14		2	0	0	0
15		3	190000	26220	216220
16		5	261338	36065	297403
17		7.5	354231	48884	403115
18		10	463795	64004	527799
19	DC Submersible SPWPS with normal controller (without USPC)	1		0	0
20		2	148400	20479	168879
21		3	195000	26910	221910
22		5	263350	36342	299692
23		7.5	371935	51327	423262
24		10	466095	64321	530416
25	AC Surface SPWPS with USPC controller	1			
26		2			
27		3			

28		5			
29		7.5			
30		10	546000	75348	621348
31	DC Surface SPWPS with USPC controller	1			
32		2			
33		3			
34		5			
35		7.5			
36		10	546000	75348	621348
37	AC Submersible SPWPS with USPC controller	1			
38		2			
39		3			
40		5			
41		7.5			
42		10	546000	75348	621348
43	DC Submersible SPWPS with USPC controller	1			
44		2			
45		3			
46		5			
47		7.5			
48		10	546000	75348	621348

## 5. Eligible Beneficiaries: -

It is to be noted that as per State 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 SIAs (DGVCL, PGVCL, MGVCL, UGVCL) for implementing the scheme shall be applicable to the Empanelled Vender for selection of beneficiaries and process of application.

## 6. Process of applications on web portal: -

- List of Empanelled Vender with various types and capacities wise rates shall be uploaded on DISCOM's (DGVCL, PGVCL, MGVCL, UGVCL) website and will be made available up to Sub division office.
- Newspaper Advertisement shall be given for receiving application from beneficiaries.

- c. The Empanelled Vender will do awareness Programme to get applications.
- d. Beneficiary will have to select one of the Solar Vender from the list of Empanelled Vender.
- e. The Empanelled Vender 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 State portal will be prioritize as per the condition mentioned in the GoG-EPD-GR. Accordingly,
  - i. First priority shall be given to old applications 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.
  - ii. Empanelled agencies will also get list of such prospective beneficiaries from DISCOMs (DGVCL, PGVCL, MGVCL, UGVCL). Beneficiary farmers would have the option of choosing the vender with type of pump sets and its capacity. Empanelled vendors are required 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.
  - iii. Second priority will be given to applicants who applied for conventional Ag connection but due to the far-flung area where it is technically not feasible and commercially not viable to give conventional grid connections, In forest area where erection of electrical network not permitted. Applicant who willing to convert their application from conventional Ag connection to off grid solar pump under this scheme.
  - iv. Third priority will be given to applicants who are having micro irrigation techniques or participating under micro irrigation schemes.
  - v. Fourth priority will be given to small and marginal farmers.
  - vi. Fifth priority given to new applications other than above where Bore / Khettalavdi exist.
  - vii. Sixth priority given to old applications other than above where Bore / Khettalavdi does not exist.
  - viii. Seventh priority given to all new applications other than above where Bore / Khettalavdi does not exist.
- g. The applications will be shortlisted based on above priorities and considering limit of State Subsidy budget for the FY (2023-24) 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. If application cancelled in any reason, then deposit amount RS. 1000/- will be refunded to application.
- 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 within one



month at the sub-divisional office (except forest area & applicant under TASP/SPA). Applicant under forest shall be paid fixed cost charge as per notified by Hon'ble GERC.

- i. Upon receiving payment of contribution by the farmer based on application process, concerned DISCOM (DGVCL, PGVCL, MGVCL, UGVCL) will issue Notice To Proceed (NTP) to the concerned Empanelled Vender for the installation of Solar Pumping Systems.
- j. DISCOM (DGVCL, PGVCL, MGVCL, UGVCL) 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 (DGVCL, PGVCL, MGVCL, UGVCL) website shall be provided to the farmer / beneficiary by the contractor at the time of survey.

## **7. Quantity:**

Approximately 4300 Nos. of Solar pumps are estimated to be installed in the state of Gujarat for FY 2024-25. 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 applications as mentioned in above para 6.f-i will be given to all empanelled agencies.

## **8. Contract Agreements:**

You shall require to submit a contract agreement as per terms and condition of SECI Tender issued on behalf of Gujarat State on be within 21 (Twenty one) days of placement of LoA, with DGVCL. 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 SECI's tender with all amendments, Guidelines of PM KUSUM component "B" and confirming the MNRE's revised technical specifications and testing procedures issued in 2023(latest) and amendments thereof for solar water pumping system to DISCOM (DGVCL, PGVCL, MGVCL, UGVCL) form NISE or any other lab accredited by NABL for the particular pump models (SPWPS), which are quoted in SECI tender issued on behalf of SIA (DGVCL, PGVCL, MGVCL, UGVCL) 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 Vender will not be entertained.
- 11.** In case of failure of submitting documents within the time limit as per terms and conditions of SECI tender issued on behalf of SIA (DGVCL, PGVCL, MGVCL, UGVCL) 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/GoG 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 (DGVCL, PGVCL, MGVCL, UGVCL).

**14. PERFORMANCE Bank GUARANTEE (PBG):**

Please go through Tender condition SECTION-3, clause no 14 (Slandered Conditions of Contract) for the PBG. Accordingly, you shall require to submit Performance Bank Guarantee (PBG) in the form of a bank guarantee of within 15 days from the date issuance of LOA, in favor of **DGVCL** with a validity of 24 months, to be rolled over every year (renewed BG must be submitted before 04 weeks expiry of validity) for the first five year. Vender wise PBG is as under.

SR NO	Name of Vender	PBG required @ 3% of total amount of 6% of Qty
1	M/s. Australian Premium Solar India Pvt. Ltd.	1307125
2	M/s. Avi Appliances Pvt. Ltd.	4105421
3	M/s. JJ PV SOLAR PRIVATE LIMITED	4105421
4	M/s. Kosol Energie Pvt. Ltd.	4809234
5	M/s. KSB Pumps	3276048
6	M/s. Neety Euro Asia Solar Energy.	4105421
7	M/s. SAHAJ SOLAR PRIVATE LIMITED	4809234
8	M/s. SHAKTI PUMPS I LTD	4809234
9	M/s. Topsum Energy Ltd.	4105421

However, if total number of SPWPS is more than 25 Nos. of SPWPS or 6% of the value of total DISCOM (DGVCL, PGVCL, MGVCL, UGVCL) wise allocation. Along with the first list of consent from beneficiaries in vender's favor, vender shell submit another PBG equivalent to differential value of order as per notice to proceed (NTP). It may be noted that Successful vender shall submit the performance bank guarantee according to the format as Annexure –I with validity period up to (& including) the date as on 24 months from placement of LoA. Further, SIA (DGVCL, PGVCL, MGVCL, UGVCL) reserved the right to encase the existing PBG, in case the venders doesn't renew/extend the existing PBG at-least 30 days in advance.

However, in 12 months, Empanelled Vender can only get 20 nos. of consent of beneficiaries in his favor. In this case, Empanelled Vender can claim the return of PBG equivalent to the un-awarded capacity i.e, 05 (25-5) after submitting the PBG equivalent to the 3% of the amount of awarded capacity i.e, 20 nos. of SPWPS.

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

## **15. Inspection / Checking / Testing:**

All materials / equipment manufactured by the Empanelled Vender against the Letter of Award shall be subject to inspection, check and/or test by the SIA (DGVCL, PGVCL, MGVCL, UGVCL) 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 Vender 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 Vender.

## **16. Removal of Rejected Goods and Replacement.**

Selected vender is required under the contract to transport the Goods to place of destination defined as site. Transport to such place of destination in Gujarat including insurance, as shall be specified in the contract, shall be arranged by the selected vender, and the related cost shall be included in the contract price.

Subsequently to an order being placed against vender's quotation, received in response to 'enquiry', if it is found that the material supplied are not of the right quality or not in accordance with our specifications (required by DISCOM (DGVCL, PGVCL, MGVCL, UGVCL)) or

received in damaged or broken condition, not satisfactory owing to any reason of which we shall be the sole judge, SIA (DGVCL, PGVCL, MGVL, UGVCL) shall be entitled to reject the materials, cancel the contract and buy our requirement from open market/other sources and recover the loss, if any, from the vender/supplier reserving to ourselves to right to forfeit the PBG, furnished by the Vender/supplier against the contract. The supplier will make his own arrangement to remove the rejected material within a fortnight of instruction to do so. Thereafter material will lie entirely at the vender's/supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the vender/supplier.

SIA (DGVCL, PGVCL, MGVL, UGVCL) reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. SIA (DGVCL, PGVCL, MGVL, UGVCL) also reserve the right to split and place order on more than one vender/supplier.

## **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 Vender. The Empanelled Vender 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 SIA (DGVCL, PGVCL, MGVL, UGVCL) indemnified in that regard in the event of any equipment/ material or part thereof supplied by the vender is involved in any suit or other proceedings held to constitute infringement and its used is enjoyed, the Empanelled Vender shall, at his own expenses, either procure for DISCOMs (DGVCL, PGVCL, MGVL, UGVCL) 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 Vender shall agree to indemnify the DISCOM (DGVCL, PGVCL, MGVL, UGVCL) 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:**

### **19.1 Definition**

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event

with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired/commissioned in line with the penal provisions of Scheme guideline/RfS.

### 19.2 Excused Performance

Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay the amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Clause 27 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that SIA (DGVCL, PGVCL, MGVL, UGVCL) shall not be excused from making any payments and paying any unpaid amounts due in respect of Vendor to SIA (DGVCL, PGVCL, MGVL, UGVCL) prior to the Force Majeure Event performance interruption.

### 19.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Vendor's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then SIA (DGVCL, PGVCL, MGVL, UGVCL) shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the Vendor. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

## 20. Limitation of Liability:-

Except in cases of criminal negligence or willful misconduct, the Implementing Partner shall not be liable to the DISCOMs (DGVCL, PGVCL, MGVL, UGVCL), 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 (DGVCL, PGVCL,

MGVCL, UGVCL) and the aggregate liability of the Implementing Partner to the DISCOMs (DGVCL, PGVCL, MGVCL, UGVCL), 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 (DGVCL, PGVCL, MGVCL, UGVCL) with respect to patent infringement or as specified in SCC of tender.

## **21. Cancellation:-**

DISCOMs (DGVCL, PGVCL, MGVCL, UGVCL) reserves the rights to cancel the order in the part or in full by giving one week advance notice thereby if-

The Empanelled Vender fails to comply with any of the terms of the order.

The Empanelled Vender becomes bankrupt or goes in to liquidation.

The Empanelled Vender makes general assignment for the benefit of the creditors and any receiver is appointed for the property owned by the Empanelled Vender.

## **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/selected Vendor, 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.

## **23. Scope of work:-**

### **23.1. Supply and Manufacture and Service center:**

23.1.1. The Selected vendor 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, to ensure timely maintenance of the systems the vendor shall have one authorized service center in each operational district and a helpline in local language in each operational State. Helpline number shall be indicated on the pump/ controller at suitable location easily visible to the user.

23.1.2. Each pump should be marked with Toll Free No. of successful bidder (Toll Free No. shall be affix on controllers and shall be readable for 5 years) operating in English/Hindi and Regional language of respective state and specific pump number and same must have been captured by SIA's (DGVCL, PGVCL, MGVCL, UGVCL) web-based application (as per

instruction of SIA (DGVCL, PGVCL, MGVCL, UGVCL) at the time of installation at site. During the time of PDI of each component, test reports of equipment, warranty certificates, calibration certificates and any other certificates as specified in the guidelines and specification issued by MNRE should be provided by the bidder.

**23.1.3 Pre-dispatch Inspection:**

Intimation to be given to respective DISCOMs (DGVCL, PGVCL, MGVCL, UGVCL) 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 (DGVCL, PGVCL, MGVCL, UGVCL).

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.

**23.2. Installation & Commissioning:**

23.2.1. Installation and commissioning of SPWPS shall be done by the vendor as per the details provided by the concerned SIA (DGVCL, PGVCL, MGVCL, UGVCL). The vendors shall co-ordinate with respective SIA (DGVCL, PGVCL, MGVCL, UGVCL) for repair and maintenance of SPWPS for 5 years.

23.2.2. Selected vendors have to submit monthly consent of beneficiaries in their favor to SIA (DGVCL, PGVCL, MGVCL, UGVCL) for which SIA's (DGVCL, PGVCL, MGVCL, UGVCL) will be Notice to Proceed and for this, vendor shall complete the installation and commissioning of SPWPS within 120 days from date of issuance of NTP.

23.2.3. Selected Vendor and SIA (DGVCL, PGVCL, MGVCL, UGVCL) representative should conduct site survey and submit Progress report on fortnight basis as per the requirement of SIA (DGVCL, PGVCL, MGVCL, UGVCL) via PM-KUSUM App released by MNRE.

- 23.2.4. Action plan should be submitting to SIAs (DGVCL, PGVCL, MGVCL, UGVCL) including complete details of team, resources, and service centers in each district within 30 days of acceptance of LoA from SIA (DGVCL, PGVCL, MGVCL, UGVCL), failing of which by vendor SIA (DGVCL, PGVCL, MGVCL, UGVCL) have the right to levy penalty
- 23.2.5. Vendors will have to submit installation reports as per given format on weekly basis and Monthly basis or as and when required to MNRE and SIA (DGVCL, PGVCL, MGVCL, UGVCL).
- 23.2.6. Vendor will have to submit the completion reports of each district to SIA (DGVCL, PGVCL, MGVCL, UGVCL) within one week from 100% completion of work as per allocation of each district.
- 23.2.7. Selected Vendor shall submit monthly and quarterly progress reports or as and when required to SIA (DGVCL, PGVCL, MGVCL, UGVCL) in online mode.
- 23.2.8. Vendor shall comply with all applicable regulatory and statutory norms. Vendor must obtain approval/ NOC from appropriate Govt body for implementing the project in each selected village.
- 23.2.9. Selected vendor should have finalized sub-bidders and Purchase order for all materials such as PV Modules, Structure, Pump, Controllers, etc. within 30 days from date of award of contract and unpriced copy of such award letter/Purchase order will be submitted within 30 days from date of issuance of award.
- 23.2.10. Vendor should commission minimum pumps/ quarter as defined above at Clause 3.2b of Scope of work. Vendor must submit handing over certificates in the format prescribed by MNRE.
- 23.2.11. Each SPWPS is to be provided with the required details as mentioned in the specification and guidelines of the PM-KUSUM scheme.
- 23.2.12. Vendor should submit the prescribed certificate and photographs with latitude and longitude of each SPWPS installed which must show complete installation setup along with beneficiary, pump number etc.
- 23.2.13. The selected vendors shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope



of work mentioned above.

- 23.2.14. 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 SIA (DGVCL, PGVCL, MGVCL, UGVCL).
- 23.2.15. Remote Monitoring System (RMS) will be compulsory for each SPWPS as per terms and conditions of SECI tender and its amendments.

## **24. Technical Requirements and testing:**

- 24.1 SPWPS installed under this programme should meet technical specification and construction standards as specified by BIS and MNRE from time to time as given in Annexure-A.
- 24.2. 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.
- 24.3. In case of any ambiguity in interpretation of any of the provisions of PM-Kusum Guideline, the decision of the MNRE shall be final. Systems installed under this programme should follow OM-F.No.283/33/3029- GRID SOLAR of MNRE, Govt of India dated 23.09.2020

## **25. Operation & Maintenance (O&M), Training, Awareness and sensitization:**

- 25.1. Selected Vendor should keep necessary spare parts (minimum 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 date of installation of each SPWPS. Vendor should also ensure to provide local training to local persons regarding proper maintenance of SPWPS. Vendor should submit bi-weekly installation report to SIA (DGVCL, PGVCL, MGVCL, UGVCL) as per the prescribed format provided during the installation phase. Also should provide quarterly inspection report of the installation as per prescribed format provided by DISCOMs (DGVCL, PGVCL, MGVCL, UGVCL).
- 25.2. Any complaint registered registered/service calls received should be attended at the

- earliest and the system should be repaired/restored/replaced within 3 days from date of complaint received/informed to the vendor.
- 25.3 The installation data should be punched in the State/National Web Application Platform as per instruction of DISCOM (DGVCL, PGVCL, MGVL, UGVCL) as per the terms and conditions provided by MNRE.
- 25.4. MNRE officials, SIA (DGVCL, PGVCL, MGVL, UGVCL) or its designated agency may inspect the systems during the installation or operational phase. In case the installed systems are not as per the standards, found non-functional on account of poor quality of installation or maintenance or not in-compliance with the guidelines and specification and tender terms and conditions. SIA (DGVCL, PGVCL, MGVL, UGVCL) reserves the right to encash the PBG and/or blacklist the vendor for the period 3 years.
- 25.5. If any selected vendor, after getting empaneled doesn't go forward with the installation of pumps, apart from encashment of EMD, the said vendor shall also be blacklisted for 3 years period from the date of issuance of such notice of blacklisting by the respective SIA (DGVCL, PGVCL, MGVL, UGVCL)/MNRE.
- 25.6 Vendor must submit an O&M manual in both English and local language should be provided with each SPWPS to the beneficiary. The following minimum details must be provided in the manual: -
- i. Basic principles of PV system.
  - ii. A small write-up (with a block diagram) on SPWPS- its components, PV module, electronics and expected performance.
  - iii. A simple single line diagram (SLD) depicting the electrical circuits and control mechanism.
  - iv. Type, model number, voltage and capacity of the motor used in the system
  - v. The make model number and country of origin of each component
  - vi. Significance of indicators
  - vii. Clear instruction on regular maintenance and troubleshooting of the SPWPS
  - viii. Preventive maintenance schedule
  - viii. Detailed information about warranty coverage
  - ix. Dos and Don'ts Name and address of the contact person for repair and maintenance in case of non-functionality.
  - x. Description of frequent faults of PV module and pump and its remedies
  - xi. Minimum 10 hard copies in (booklet form kept at each service center also to be provided to SIA (DGVCL, PGVCL, MGVL, UGVCL) as and when required.
- 25.7. The O&M cost for 5 years should be inbuilt with system cost. The agency shall provide

repair and maintenance of the system for 5 years.

- 25.8. Vendors will mandatorily provide CMC for a period of 5 years from the date of commissioning of the systems including insurance coverage for the installed systems against natural calamities and theft. CMC will include inspection by Vendor at least once in a quarter and submission of quarterly inspection report of the installed pumps as per prescribed format. Selected Vendor shall provide a copy of valid insurance certificate of SPWPS to the beneficiary and same shall be renewed every year.
- 25.9 If complaint is not rectified within 3 days from the date of complaint received/informed to agency, in that case after 3 days Rs 100 per pump/day penalty will be imposed till the SPWPS put back to satisfactory working condition. This amount shall be recovered from running bills or CPG of the vendor. Vendor has to provide comprehensive insurance of the entire system shall be provided for natural calamities, theft & burglary etc. during 5 years warranty period.
- 25.10. Vendors have to provide the Remote Monitoring System (RMS) with all the SPWPS installed under the scheme. Further, vendor has to maintain the RMS in working condition for the period of 5 years and RMS systems shall push the accurate data of the parameters as specified in the specification and guidelines of the scheme failing which the installation of the system will not be accepted by SIA (DGVCL, PGVCL, MGVCL, UGVCL).
- 25.11 Vendor shall ensure that the local training, awareness and sensitization campaigns on usage of the SPWPS are conducted.

## **26. Notice to proceed / Completion Time:**

Selected vendors should ensure the completion of work above as per condition no. 23.2.2 and instruction of respective DISCOMs (DGVCL, PGVCL, MGVCL, UGVCL) as per Letter of Award (LoA)/ Notice To Proceed (NTP), tender terms and conditions, specifications, and guidelines of the scheme.

- 26.1. The implementation work on ground should start within 15 days from the date of Notice to Proceed from SIA (DGVCL, PGVCL, MGVCL, UGVCL).
- 26.2. Successful vendor shall submit the unpriced purchase order copies of solar pump sets, controllers and solar PV modules to SIA (DGVCL, PGVCL, MGVCL, UGVCL) within 30 days from the date of notification of award (Not applicable in case vendor itself is manufacturing all the items). In case unpriced purchase order copies do not submitted within 30 days to SIA (DGVCL, PGVCL, MGVCL, UGVCL), SIA (DGVCL, PGVCL, MGVCL,

UGVCL) may cancel the contract and award the same quantity to another empanelled vendor.

- 26.3 In order to achieve the target, suitable numbers of team must be deployed on the field by the selected vendor.
- 26.4 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 SIA (DGVCL, PGVCL, MGVCL, UGVCL).
- 26.5. Note withstanding the transfer of ownership of the plant and equipment the responsibility of care and custody thereof together with the risk of loss or damage there to shall remain with the Vendor pursuant to GCC hereof until completion of facilities or the part thereof in which such plant and equipment are incorporated.

## **27. Others:**

- 27.1 Respective SIA (DGVCL, PGVCL, MGVCL, UGVCL) reserves the right to divert the awarded quantity of Vender to third party if the Vender does not perform within one month as per the schedule on the risk and cost of the Vender.
- 27.2 Respective SIA (DGVCL, PGVCL, MGVCL, UGVCL) reserves the right for the variation of +/- 20% of awarded Quantity State wise.
- 27.3 Further, in case an empanelled vender is not able to supply quantity allocated to them as per scheduled timelines, respective DISCOM (DGVCL, PGVCL, MGVCL, UGVCL) reserves the right to shift the part/full quantity to other empanelled Vender, who has matched the price.
- 27.4 Please note that in all cases Matching of Prices will be on total landed cost for complete scope of work.

## **28. Liquidated damages**

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, SIA's (DGVCL, PGVCL, MGVCL, UGVCL) reserves the right to recover from the bidder a sum equivalent to 0.5 % of the value 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 3 % of the total value of the contract.

Alternatively, SIA's (DGVCL, PGVCL, MGVCL, UGVCL) 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 successful vender / contractor and recover all such extra cost incurred by SIA

(DGVCL, PGVCL, MGVCL, UGVCL) in procuring the material from resources available including encashment of the Performance bank guarantee or any other sources etc. Further, if any extra cost is incurred by SIA's (DGVCL, PGVCL, MGVCL, UGVCL) 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/PBG etc.

Alternatively, SIA (DGVCL, PGVCL, MGVCL, UGVCL) may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above

## **29. ADJUDICATOR:**

Adjudicator under the contract shall be appointed by the Appointing Authority of SIA (DGVCL, PGVCL, MGVCL, UGVCL). If the bidder does not accept the Adjudicator proposed by SIA (DGVCL, PGVCL, MGVCL, UGVCL), 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 SIA (DGVCL, PGVCL, MGVCL, UGVCL) and contractor have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the MNRE.

## **30 ARBITRATION:**

Arbitration shall be carried out as per Arbitration 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 (DGVCL, PGVCL, MGVCL, UGVCL) where programme is to be implemented shall have exclusive jurisdiction in all matters arising under the contract.

## **31. WARRANTY AND MAINTENANCE:**

The complete Solar Photovoltaic Water Pumping System and display board / Name Plate (SIA (DGVCL, PGVCL, MGVCL, UGVCL) will provide the details) shall be warranted and maintained for 05 years from the date of installation.

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.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnifies SIA (DGVCL, PGVCL, MGVCL, UGVCL) 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 successful bidder as per settlement solely. Respective DISCOM (DGVCL, PGVCL, MGVCL, UGVCL) / GUVNL has no role to play in this matter.

Local representative of bidder should meet governing authorities of each block and should submit the minutes of meeting to SIA's (DGVCL, PGVCL, MGVCCL, UGVCL) on quarterly basis.

### **32. Technical specification:**

Technical specification of Solar Water Pumping System and Universal Pump Controller (USPC) for stand-alone applications will be as SECI tender no. SECI/C&P/MI/00/0010/2022-23 Dtd. 31.12.2022 with all amendments and Guideline of MNRE.

### **33. SPECIAL CONDITIONS OF CONTRACT**

- 1. PAYMENT WILL BE MADE BY CONCENRED DISOCMS (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-1:** 90 % of the value of month wise nos. of SPWPS installed at site based on: -

- Submission of detailed work plan (Project Execution Plan) with timeline for the lot supplied duly approved by the SIA's (DGVCL, PGVCL, MGVCCL, UGVCL) representative.
- Submission of evidence in hard copy regarding completion of installation of SPWPS in good condition at site duly verified and acknowledged by Engineer-In Charge/SIA (DGVCL, PGVCL, MGVCCL, UGVCL) and Beneficiary.
- All the relevant warranty and quality (Performance Test Reports) of the lot to be submitted.
- Signing of contract agreement between SIA (DGVCL, PGVCL, MGVCCL, UGVCL) and Vendor.
- Submission of Original Supply invoices/bills duly verified by the SIA (DGVCL, PGVCL, MGVCCL, UGVCL).
- Submission of software generated installation reports as per prescribed format by SIA (DGVCL, PGVCL, MGVCCL, UGVCL) which shall include following but not limited to consumer details, site survey details, asset inspection and mapping details, Remote monitoring system parameters etc.
- Proof of distribution of O&M Manual to beneficiary printed in both English and local language.
- Submission of handing over certificates of SPWPS in the format as suggested by MNRE.
- Performance report for one week after commissioning based on the accurate data of the parameters received from RMS or data logger in case of internet unavailability.

- An Undertaking with respect to withstand ability of SPWPS to the wind speed of 150 km/hr in all weather conditions.

**B. Stage-II:** Balance 10% on completion of one month from date of completion certificate Note:

- Payment shall be made to vendor within 30 days after submission of three copies of invoices to Engineer-in charge, complete in all respect along with 90 days accurate performance data of SPWPS through RMS on State SEDM portal and central portal of PM-KUSUM.
- SIA (DGVCL, PGVCL, MGVCL, UGVCL) has the right to seek any additional documents/certificates/information it deems fit prior to releaser of any payment.
- If the invoices are incomplete in any respect or in case on non-compliance with terms and conditions of letter of award/Notice to Proceed, the payment due date shall start from the submission of all necessary documents.

**2. PROCESS FOR RAISING INVOICE/BILL: -**

- The Empanelled Vender'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 Vender 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 (DGVCL, PGVCL, MGVCL, UGVCL) shall process the verified Bill (s)/Invoice (s) for release of payment. In case Vender fails to submit the Invoice/Bill with all the required documents, respective DISCOMs (DGVCL, PGVCL, MGVCL, UGVCL) reserves the right to hold the payment against such Bills/Invoices.
- The Empanelled Vender shall be responsible for submitting all the requisite documents for processing the Bill (s)/Invoice (s). The Empanelled Vender 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 (DGVCL, PGVCL, MGVCL, UGVCL) has the right to seek any additional documents / information / certification it deems fit prior to be release of any installment.

3. Empanelled Vender, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnifies SIA (DGVCL, PGVCL, MGVCL, UGVCL) 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 successful bidder as per settlement solely.

Local representative of bidder should meet governing authorities of each block and should submit the minutes of meeting to SIA's (DGVCL, PGVCL, MGVCL, UGVCL) on quarterly basis.

4. Empanelled Vender 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.
5. Empanelled Vender 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 SIA (DGVCL, PGVCL, MGVCL, UGVCL) at same Cost & terms and conditions. Empanelled Vender, 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.
6. Empanelled Vender 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 Vender 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 Vender, work will be awarded to third party at the risk and cost of the existing Vender.
7. Statutory Compliance/ Certification regarding Cyber Security Products:

A certificate as per format 7.15 is to be submitted by the bidders 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'.

8. Statutory deduction at on applicable rate as per prevailing norms time to time will be done at the time of payment.
9. On all kind of penalties recovered under this contract will be at applicable taxes, if any 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**

**Chief Engineer (SD&P)  
DGVCL**

**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(SRT & PM KUSUM), GUVNL, Head office, Vadodara,
- The Chief Engineer(Project), PGVCL, MGVCL, UGVCL, Corporate office, Surat, Vadodara, Mehasana

...for necessary action at their end please.

- Dr. Nikhil Gakkhar, Scientist-C, Ministry of New and Renewable Energy, PM KUSUM, Atal Akshay Urja Bhavan, Lodhi Road, NEW DELHI-110003.

...w.r.t. his letters referred above.