

Through E-Mail

From

The Director General,  
Department of New & Renewable Energy, Haryana & HAREDA  
Panchkula

To

List Attached

Memo. No. 4781-4807 Dated: 31.07.2023

**Subject: Letter of Empanelment of Selected Vendors for off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) under Component-B of the PM-KUSUM scheme for FY 2023-25 for Haryana State.**

This is in reference to the SECI RfS No. SECI/C&P/MI/00/0010/2022-23 dated 31.12.2022 with its amendments and subsequent Office Memorandum no. 32/645/2017-SPV Division (Part-I) dated 25.07.2023 of the MNRE, Gol.

In this regard, it is informed that the Department of New & Renewable Energy, Haryana & HAREDA intends to install off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 3-10 HP capacity in the Haryana State under Component-B of Pradhan Mantri Kisan Urja Suraksha Evam Utthaan Mahabhiyaan (PM-KUSUM) in the Haryana State. The details of empanelled firms for various types and categories of pumps by the MNRE, Gol, are as follows:

Solar Water Pumping Systems Controller prices discovered and vendors selected for FY 2023-25 through SECI tender under Component B of PM-KUSUM Scheme (All prices are in Rs. exclusive of GST)					
Sr. No.	Pump Description	Haryana			
		L1 Price	GST @13.8 %	Total Cost	Name of Bidders
1	3 HP DC Surface Normal Controller	1,89,546	26,157	2,15,703	1. Oneindig Technologies Private Limited
					2. Oswal Pumps Limited
					3. ECOZEN SOLUTIONS PVT LTD
					4. PREMIER ENERGIES LIMITED
					6. ETHOS POWER PRIVATE LIMITED
					7. SPAN PUMPS PRIVATE LIMITED
					8. Rotomag Motors & Controls Pvt. Ltd
					9. GK Energy Marketers Private Limited
					10. AVI APPLIANCES PVT. LTD.
					11. ALPEX SOLAR PVT LTD
					12. Himalayan Solar Private Limited
					13. Mira Energy Resources Private Limited
					14. Laxmi Agency
					15. PCI WIRES PVT LTD
					16. DYNAMECH ELECTROPOWER PRIVATE LIMITED
					17. Shakti Pumps India Limited
					18. KSB LTD
					2
2. Oneindig Technologies Private Limited					
3. C.R.I. Pumps Private Limited					
4. ECOZEN SOLUTIONS PVT LTD					
5. PREMIER ENERGIES LIMITED					
6. Kosol Energie Pvt Ltd.					
7. ETHOS POWER PRIVATE LIMITED					

					8. Everrenew Energy Private Limited
					9. DUKE PLASTO TECHNIQUE PRIVATE LIMITED
					10. PV Power Technologies Pvt Ltd
					11. SPAN PUMPS PRIVATE LIMITED
					12. Rotomag Motors & Controls Pvt. Ltd
					13. GK Energy Marketers Private Limited
					14. AVI APPLIANCES PVT. LTD.
					15. ALPEX SOLAR PVT LTD
					16. Himalayan Solar Private Limited
					17. Mira Energy Resources Private Limited
					18. Laxmi Agency
					19. ULTECH ENERGIES
					20. CROMPTON GREAVES CONSUMER ELECTRICALS LTD
					21. Australian Premium SolarIndia Pvt Ltd
					22. PCI WIRES PVT LTD
					23. DYNAMECH ELECTROPOWER PRIVATE LIMITED
					24. Shakti Pumps India Limited
					25. KSB LTD
3	10 HP AC Submersible Normal Controller	4,94,760	68,277	5,63,037	1. Oswal Pumps Limited
					2. Oneindig Technologies Private Limited
					3. C.R.I. Pumps Private Limited
					4. ECOZEN SOLUTIONS PVT LTD
					5. PREMIER ENERGIES LIMITED
					6. Kosol Energie Pvt Ltd.
					7. ETHOS POWER PRIVATE LIMITED
					8. Everrenew Energy Private Limited
					9. DUKE PLASTO TECHNIQUE PRIVATE LIMITED
					10. PV Power Technologies Pvt Ltd
					11. SPAN PUMPS PRIVATE LIMITED
					12. Rotomag Motors & Controls Pvt. Ltd
					13. GK Energy Marketers Private Limited
					14. GALO ENERGY PRIVATE LIMITED
					15. AVI APPLIANCES PVT. LTD.
					16. ALPEX SOLAR PVT LTD
					17. Himalayan Solar Private Limited
					18. Mira Energy Resources Private Limited
					19. CROMPTON GREAVES CONSUMER ELECTRICALS LTD
					20. PCI WIRES PVT LTD
					21. DYNAMECH ELECTROPOWER PRIVATE LIMITED
					22. Shakti Pumps India Limited
4	10 HP DC Submersible Normal Controller	4,99,720	68,961	5,68,681	1. Oswal Pumps Limited
					2. Oneindig Technologies Private Limited
					3. C.R.I. Pumps Private Limited
					4. ECOZEN SOLUTIONS PVT LTD
					5. PREMIER ENERGIES LIMITED
					6. Kosol Energie Pvt Ltd.
					7. ETHOS POWER PRIVATE LIMITED
					8. Everrenew Energy Private Limited
					9. PV Power Technologies Pvt Ltd

					10. SPAN PUMPS PRIVATE LIMITED
					11. Rotomag Motors & Controls Pvt. Ltd
					12. GK Energy Marketers Private Limited
					13. AVI APPLIANCES PVT. LTD.
					14. ALPEX SOLAR PVT LTD
					15. Himalayan Solar Private Limited
					16. Mira Energy Resources Private Limited
					17. Laxmi Agency
					18. CROMPTON GREAVES CONSUMER ELECTRICALS LTD
					19. PCI WIRES PVT LTD
					20. DYNAMECH ELECTROPOWER PRIVATE LIMITED
					21. Shakti Pumps India Limited
5	10 HP AC Submersible With Universal Controller	5,52,517	76,247	6,28,764	1. C.R.I. Pumps Private Limited
					2. ECOZEN SOLUTIONS PVT LTD
					3. PREMIER ENERGIES LIMITED
					4. Kosol Energie Pvt Ltd.
					5. Rotomag Motors & Controls Pvt. Ltd
					6. GK Energy Marketers Private Limited
					7. Himalayan Solar Private Limited
					8. Mira Energy Resources Private Limited
					9. Shakti Pumps India Limited
6	10 HP DC Submersible With Universal Controller	5,52,517	76,247	6,28,764	1. C.R.I. Pumps Private Limited
					2. Himalayan Solar Private Limited
					3. Laxmi Agency
					4. SURYA INTERNATIONAL ENTERPRISE PRIVATE LIMITED
					5. Shakti Pumps India Limited

The contact details of all Selected Vendors is attached at Annexure-I

### 1. Scope of Work:-

The Scope of Work of a vendor shall include to Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of stand-alone off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 3-10 HP capacity in the Haryana State, including complete system warranty and its repair and maintenance for 5 Years under Component- 'B' of PM-KUSUM scheme of MNRE. As per MNRE specifications and applicable BIS standards, vendor shall follow all provisions of the Scheme Guidelines as amended from time to time.

#### 1.1 Supply and Manufacture

- a. 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.
- b. Each pumping system should be marked with Toll Free No. of the installer (Toll Free No. shall be affix on controllers and shall be readable for 5 years)

- operating in English and Hindi or Regional language of respective state and specific pump number and same must have been captured by SIA's (State Implementing Agency i.e. Director General, DNRE&HAREDA for the State of Haryana) web-based application (as per instruction of NRE&HAREDA i.e Director General, DNRE&HAREDA) at the time of installation at site. During the time of PDI, test report of ordered solar pumping system's test report, warranty certificates and structure certificate as specified in the guidelines and specification issued by MNRE should be provided by the bidder.
- c. Test reports can be submitted with the bids. However, the bidders can also submit a self-certificate in the format provided by MNRE with the bids in lieu of test reports for all the models for which the bids are submitted. In case of self-certificate, the bidder will have to submit test reports by 31.08.2023 or at the time of PDI with NRE&HAREDA, whichever is earlier. In case of failure of to submit test reports, the empanelment may be cancelled by MNRE/ NRE&H.
  - d. As per MNRE Office Memorandum no. 32/645/2017-SPV division Dated 13.11.2020, the Test certificate already available for a particular model of solar pumping system can be used other installer provided they obtain written consent from the owner of test certificate to use the same. Further in case of change in the model/type of solar module of already tested solar pumping system. The installer shall get technical compatibility certificate for the changed solar module, as provided in the testing procedure specified by MNRE along with the consent from testing certificate owner. This will avoid repetitive testing of same model of solar pump and faster implementation.

## 1.2 Installation and Commissioning

- a. Installation and commissioning of SPWPS shall be done by the vendor as per the details provided by the NRE&HAREDA. The vendors shall co-ordinate with NRE & HAREDA for repair and maintenance of SPWPS for 5 years.
- b. Selected vendors shall complete the installation and commissioning of SPWPS within 120 days from date of issuance of NTP. The NRE&H may authorize any individual or committee or organization to witness and validate the installation/commissioning on site(s). Commissioning certificates shall be issued by the NRE&HAREDA after successful commissioning of allotted SPWPS. MNRE authorized representative may also be allowed for the inspection/ commissioning if required.
- c. Selected Vendor and NRE&HAREDA representative should conduct site survey and submit Progress report on fortnight basis as per the requirement of NRE&HAREDA via PM-KUSUM Appreleased by MNRE.
- d. Action plan should be submitting to NRE&HAREDAs including complete details of team, resources, and service centers in each district within 30 days of acceptance of LoA from NRE&HAREDA, failing of which by vendor, NRE&HAREDA have the right to levy penalty.
- e. Vendors will have to submit installation reports as per given format on weekly basis and Monthly basis to MNRE and NRE&HAREDA. These reports can be also submitted through e-mail.
- f. Vendor will have to submit the completion reports of each district to NRE&HAREDA within one week from 100% completion of work as per allocation of each district. These reports can be also submitted through e-mail.
- g. Selected Vendor shall submit monthly and quarterly progress reports to NRE&HAREDA in onlinemode.
- h. 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.

- i. 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.
- j. 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.
- k. Each SPWPS is to be provided with the required details as mentioned in the specification and guidelines of the PM-KUSUM scheme.
- l. Vendor should submit the prescribed certificate and photographs of each SPWPS installed which must show complete installation setup along with beneficiary pump number etc. These reports can be also submitted through email/web-portal/mobile application.
- m. 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.
- n. 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 NRE&HAREDA.

### 1.3 Technical Requirement and Testing

- a. 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 of the tender as per amendment dated 16.03.2023 and later the same is notified by the MNRE vide Office Memorandum no. 41/3/2018-SPV Division Dated 22.03.2023.
- b. Only 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.
- c. In case of any ambiguity in interpretation of any of the provisions of PM-Kusum Guideline, the decision of the MNRE shall be final.
- d. Systems installed under this programme should be follow OM-F.No.283/22/2019- GRID SOLAR of MNRE, Govt of India dated 09.02.2021.

### 1.4 Operation & Maintenance (O&M), Training, Awareness and Sensitization

- a. 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 or through email to NRE&HAREDA as per the prescribed format provided.
- b. 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.
- c. MNRE officials, NRE&HAREDA 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. NRE&HAREDA reserves the right to encash the PBG and/or blacklist the vendor for the period 5 years.

- d. If any selected vendor, after getting empanelled does not go forward with signing of agreement with NRE&HAREDA and execution of work after the issuance of NTP(s), apart from encashment of EMD, vendor will be blacklisted for 5 years period from the date of issuance of such notice of blacklisting by the respective NRE&HAREDA/MNRE.
- e. 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: -
- Basic principles of PV system
  - A small write-up (with a block diagram) on SPWPS- 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 and capacity of the motor used in the system
  - The make model number and country of origin of each component
  - Significance of indicators
  - Clear instruction on regular maintenance and troubleshooting of the SPWPS
  - Preventive maintenance schedule
  - Detailed information about warranty coverage
  - Dos and Don'ts
  - Name and address of the contact person for repair and maintenance in case of non-functionality.
  - Description of frequent faults of PV module and pump and its remedies
  - Minimum 10 hard copies in (booklet form kept at each service center also to be provided to NRE&HAREDA as and when required.
- f. The O&M cost for 5 years should be inbuilt with system cost.
- g. 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.
- h. Vendors have to provide the Remote Monitoring System (RMS) as per Annexure-F of the tender (RMS Communication and Security Architecture- PM KUSUM National Portal) of the RfS 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 as per Annexure- F of the tender (RMS Communication and Security Architecture- PM KUSUM National Portal), failing which the installation of the system will not be accepted by NRE&HAREDA.
- i. Vendor shall ensure that the local training, awareness and sensitization campaigns on usage of the SPWPS are conducted.

## 2. **Warranty and Maintenance**

The complete Solar Photovoltaic Water Pumping System and display board / Name Plate (SIA's 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 NRE&HAREDA 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.

### 3. Performance Monitoring

Selected Vendor must ensure working of minimum of 95% of total installed SPWPS at any point of time. Remote monitoring system shall be installed integrated with the SPWPS controllers rather than having as a separate unit through an integral arrangement and it should be capable of providing accurate live status/parameters on State portal maintained by NRE&HAREDA and on central portal maintained by MNRE. Detailed requirements of Remote Monitoring System along with minimum performance requirements are brought out as per Annexure-A of the tender.

### 4. Performance Bank Guarantee (PBG)

- a. Selected Vendors shall submit to the HAREDA, a Performance Bank Guarantee (PBG) for a value @ 3% of the amount equivalent to the 6% of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher subject to a maximum of 1000 pumps. For simplification, PBG requirement for each State/UT is as per Annexure-E of the tender. However, if total number of SPWPS awarded to vendor is more than 25 nos. of SPWPS or 6% of the value of total state-wise allocation. Along with the first list of consent from beneficiaries in vendor's favor, vendor shall submit another PBG equivalent to differential value of order as per notice to proceed (NTP). It may be noted that Selected Vendors shall submit the Performance Guarantee according to the **Format -A** with a validity period up to (& including) the date as on 24 months from placement of award by NRE&HAREDA. Validity of PBG shall be extended by the vendor for every year for the first five year. Further, NRE&HAREDA reserves the right to encash the existing CPG, in case the vendor doesn't renew/extend the existing PBG at least 30 days in advance.
- b. PBG(s) shall be submitted by selected vendors to NRE&HAREDA within 15 days from issuance of letter of award/empanelment.
- c. The Successful Bidder/Selected Vendor shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).
- d. The Bank Guarantees must be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.
- e. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.
- f. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI.
- g. In the event, a vendor not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time, SECI/NRE&HAREDA shall have the right to encash the EMD/PBG submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

### 5. Notice to Proceed/ Completion Time.

Selected vendors should ensure the completion of work as per Letter of

Empanelment (LoE)/ Notice To Proceed (NTP), tender terms and conditions, specifications, and guidelines of the scheme.

- a. The implementation work on ground should start within 15 days from the date of Notice to Proceed from NRE&HAREDA.
- b. Successful vendor shall submit the unpriced purchase order copies of solar pump sets, controllers and solar PV modules to NRE&HAREDA 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 are submitted within 30 days to NRE&HAREDA, NRE&HAREDA may cancel the contract and award the same quantity to another empanelled vendor.
- c. In order to achieve the target, suitable numbers of team must be deployed on the field by the selected vendor.
- d. Notwithstanding 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 too shall remain with the Vendor pursuant to GCC hereof until completion of facilities in which such plant and equipment are incorporated.

## 6. 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, NRE&HAREDA's 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 10 % of the total value of the contract.

Alternatively, NRE&HAREDA's 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 bidder/ contractor and recover all such extra cost incurred by NRE&HAREDA 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 NRE&HAREDA's 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, NRE&HAREDA may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

## 7. Inspection and Audit by the Government/MNRE/NRE&H

All materials / equipments manufactured by the bidder/consortium of bidders against the Letter of Award shall be subject to inspection, check and/or test by the NRE&HAREDA/MNRE or his authorized representative at all stages and place, before, during and after the manufacture.

Accordingly, all materials /equipment shall be subject to Pre-Dispatch Inspection (PDI) by NRE&H or its authorized representatives at the manufacturing site of major components (module, pumps and controller) or at any site i.e. godown in Haryana before their dispatch. The inspection site must have basic testing facility for testing of system as per technical specification of the tender.

During the time of PDI, test report of ordered solar pumping system's test report, warranty certificates and structure certificate as specified in the guidelines and specification issued by MNRE should be provided by the vendor.

If upon delivery the material/equipment does not meet the specification, the materials/equipment shall be rejected and returned to the bidder for repairs/modification etc. or for replacement and NRE&HAREDA may also impose the penalty or/and blacklist the vendor. In such cases all expenses including the



to-and-fro freight, repacking charges, any other costs etc. shall be to the account of the Vendor.

The manufacturer will submit inspection report with regard conformity to technical specifications for the items to be dispatched to work site of NRE&H. However, equipments will be dispatched from the inspection site only after the receipt of "Dispatch Clearance" from NRE&H or its authorized representatives after acceptance of inspection report.

## 8. Insurance & Penalty

### A. 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, & damage, etc. during 5 years warranty period. The empaneled bidder shall file insurance claim and shall be responsible to bring the insurance claim to a final settlement. The farmer and the empaneled bidder shall be jointly responsible for collection and submission of documents for the processing of the insurance claim. The insurance policy taken for the individual farmer shall be handed over to the beneficiary under intimation to NRE&HAREDA at the time of processing of payment for the completed installations. The empaneled company shall do renewal of insurance certificate every year up to 5 years as per insurance clause.

In case of an incident covered under insurance, bidder must replace the lost/damaged part within 7 days from the date of intimation, failing which the rectification/replacement (keeping the same configuration in consideration) will be done by NRE&HAREDA at the risk and cost of system integrator, after rectification/ replacement the warranty clause will remain compliant as per tender conditions.

### B. Penalty

S. No.	Default	Penalty
1	Failure to Accept Letter of Intent/Empanelment (LoI/LoE)	EMD shall be encashed and/or bidder blacklisted for 5 years.
2	Failure to sign the Agreement or submission of the PBG.	EMD shall be encashed and/or bidder blacklisted for 5 years.
3	In case of any non-execution or delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided including any extension permitted in writing.	SIA 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 10 % of the total value of the contract. The amount will be first recovered from the PBG amount and the balance will be adjusted by NRE&HAREDA in release of payment to the concerned vendor. Further, NRE&HAREDA may also blacklist the empaneled firm for 5 years.

## 9. Lead Member Role and Responsibilities in case of Consortium:

In case vendor participated in as a Joint Venture, following conditions are additionally applicable:

- i. Lead Bidder accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender. However, both the members of the Joint Venture shall be jointly and severally liable for compliance of the conditions of the tender and the PM-KUSUM Guidelines including amendments and other Orders/ directions issued by MNRE related to implementation of the Scheme.
- ii. Authorized Member of Joint Venture Firm: 'Lead Member' shall be authorized on behalf of Joint Venture Firm to deal with the tender/SECI/DNRE&HAREDA, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Joint Venture Firm.
- iii. Duration of work and Joint Venture Agreement shall be valid during the entire execute in period/ validity of letter of award and any extension thereafter/ currency of the contract including the period of extension, if any and 5-year maintenance contract.
- iv. Any change in constitution of Joint Venture Firm shall not be allowed.
- v. On award of any contract to the Joint Venture Firm, a single Performa i.e., Bank Guarantee shall be submitted by the lead bidder as per tender conditions. All the Guarantees like Security Deposit, Earnest money Deposit, Performance Guarantee, and Bank Guarantee for Mobilization Advance etc. shall be accepted only in the name of 'Lead Member' and splitting of guarantees among the members of Joint Venture shall not be permitted.
- vi. Members of the Joint Venture Firm shall be jointly and severally liable to the NRE&HAREDA/MNRE/SECI for execution of the project/ Work/ Assignment etc. The Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the NRE&HAREDA/MNRE/SECI during the course of execution of any awarded contract or due to nonexecution of the contract or part thereof. Governing Laws for Consortium/ Joint Venture Firm: The Joint Venture Agreement in all respect be governed by and interpreted in accordance with Indian Laws.
- vii. All correspondence by SECI/NRE&H will be done with 'Lead member' only.

**10. Survey:-**The survey shall be carried out on Mobile App by vendors for NTPs/ work order awarded beneficiaries and verified by District Officers of NRE &HAREDA.

- For these vendors have to take User Credentials.
- Survey should be proper with latitude & Longitude of site
- The farmer photographs on site and Site Survey form duly signed by farmer is to be uploaded.

Further, these documents will be available on the portal for the concerned beneficiary. Vendors have to ensure the genuineness of documents and if any document is not found/not proper then the same may be collected from the farmer and to be uploaded on the portal. The detail of said documents is as under:-

- Declaration cum supplier selection form
- Land ownership proof ( Fard/Intkal).
- Challan/Payment Deposit Receipt / Relevant Bank Statement

**11. PM-KUSUM Portal-Online Implementation, Documentations and Monitoring:-**

The vendors have to upload following stage documents on pmkusum.hareda.gov.in portal:-

- PDI lot
- individual component mapping with farmer
- 4 Stage installation photographs ( Photographs should be clear with Geo-tagging with the farmer, name and details of farmer/pump controller etc)
- Installation & Commissioning/handling over report duly signed by beneficiary- to be submitted to the District Office and after signed of the District Officer, the same is to be uploaded on the portal by the district Office).
- Insurance certificate
- District wise Service Centers details with photograph
- RMS integration as per the terms and conditions of the tender.
- Any other documents as per requirement of NRE&H/MNRE.

## 12. Payment Terms

**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 NRE&HAREDA's 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 and Beneficiary.
- All the relevant warranty and quality (Performance Test Reports) of the lot to be submitted.
- Signing of contract agreement between NRE&HAREDA and Vendor.
- Submission of Original Supply invoices/bills duly verified by the NRE&HAREDA.
- Submission of software generated installation reports as per prescribed format by NRE&HAREDA 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.

**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.
- 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.

13. Installation and commission workmanship should be proper and farmer should be educated for it utility/User manual instructions/ not dislocating etc.

14. Adjudicator

Adjudicator under the contract shall be appointed by the Appointing Authority of N&RE and HAREDA. If the bidder does not accept the Adjudicator proposed by N&RE and HAREDA, 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 N&RE and HAREDA and contractor have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the MNRE.

## **15. 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 cluster where programme is to be implemented shall have exclusive jurisdiction in all matters arising under the contract.

## **16. Force Majeure**

### **16.1 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.

### **16.2 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 14 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 N&RE and HAREDA shall not be excused from making any payments and paying any unpaid amounts due in respect of Vendor to N&RE and HAREDA prior to the Force Majeure Event performance interruption.

### **16.3 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 N&RE and HAREDA 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).

17. **Jurisdiction of the Court:-**Any dispute between the Contractor and DNRE&H in respect of this contract shall be settled in the Court at Panchkula, Haryana only.
18. The carbon credit of the project will be the sole authority of the Department and no any such claim of the successful bidders/firms will be entertained.
19. The other terms and condition shall be in accordance with the tender (above mentioned RfS) and its amendments issued by SECI.
20. Vendors shall adhere to the guidelines for solar water pumping system issued by DNRE&HAREDA and scheme guidelines of MNRE and its amendments.
21. The final authority to decide any matter, either on reference or suo moto, will be Director General, Department of New & Renewable Energy, Haryana & HAREDA.
22. Selected Vendors have to submit the following documents at this stage:-
  - a. Submit a duly signed copy of Agreement on Rs. 100/- stamp paper by 03.08.2023(draft enclosed) as per terms and conditions of tender issued by SECI.
  - b. Submit a Performance Security in the form of a bank guarantee of **Rs. 80.10 Lakh** in favour of Director General, Haryana Renewable Energy Development Agency ( HAREDA), Panchkula with a validity period up to (& including) the date as on 24 months from placement of LoE by HAREDA as per Format-A within 15 days from issuance of letter of award/empanelment. Validity of PBG shall be extended by the vendor for every year for the first five year.

It is therefore requested to submit the above documents as per said letter of Empanelment (LoE) to this office along with duly signed this letter of LoE as acceptance of the same within allowed time periods.

 31/7/23

(Sombir Singh)  
Scientific Engineer 'A'  
Director General, NRE&H  
Haryana, Panchkula

Encl: As above

for

Dated 31.07.2023

Endt. No. 4808-4809

A copy of the above is forwarded to the following for kind information and further necessary action please.

1. The Secretary to Govt. of India, MNRE, Block No. 14, CGO Complex, Lodhi Road, New Delhi-110003.
2. Dr. Nikhil Gakkhar, Scientist-C, Ministry of New & Renewable Energy, Block No. 14, CGO Complex, Lodhi Road, New Delhi-110003.

 31/7/23

(Sombir Singh)  
Scientific Engineer 'A'  
Director General, NRE&H  
Haryana, Panchkula

## Contact Details of Empanelled vendors

Sr. No.	Name of the Party Contact Person Contact No.	Status of Lead Bidder	Address	Contact Email ID	Name of Consortium Member
1	Alpex Solar Pvt. Ltd. Sh. Nikhilesh Sharma, 8130991801	MSE	Plot No. I-25-26, Site-5, UPSIDC, Surajpur Industrial Area, Kasna, Greater Noida, Distt. Gautambudh Nagar (U.P.)- 201306	nikhilesh@alpexonline.com	NA
2	Australian Premium Solar (India) Pvt. Ltd. Sh.Pankaj Kumar 9867681061	MSE	301,3rd Floor, Satyamev Eminence, Near Shukan Mall, Science City Road, Ahemadabad, Gujrat - 380060	conskusumsp@gmail.com	VTECH Sunsystems Pvt. Ltd.
3	AVI Appliances Pvt. Ltd. Sh. Niraj Gadhiya 9913759764	General	65,66, Narayan Industrial Estate, Opp. Raipur Mill Compound, Saraspur, Ahmedabad - 380018	design01@avi-products.com	Ritika Systems Pvt. Ltd.
4	C.R.I. Pumps Private Limited Sh. Ramesh M 7305097306	General	7/46-1 , Keeranatham Road , Saravanamapatti , Coimbatore - 641035	ramesh.mani@cripumps.com	NA
5	Crompton Greaves Consumer Electricals Limited. Sh.Vinod Kumawat 7000839152	General	Crompton Greaves Consumer Electricals Limited Pumps Division , C-19 , MIDC , Ahmednagar, Maharashtra -414111	vinod.kumawat@crompton.co.in anil.gaur@crompton.co.in	Claro Energy Private Limited
6	DUKE PLASTO TECHNIQUE PRIVATE LIMITED Sh.Harshad Parekh 9408701753	MSE	N.H.No.27, Opp. Hotel Greenwood, Deesa Highway, Badarpura-Palanpur, 385510, Gujarat.	harshadp@dukeplasto.com	DESIRE ENERGY SOLUTIONS PRIVATE LIMITED
7	Dynamech Electropower Pvt Ltd. Sh.Alok Gupta 9826026059	MSE	55 & 56-A, Sector - H, Govindpura Industrial Area, Bhopal Madhya Pradesh -462023	dynamechelectropower@gmail.com	RAAJRATNA VENTURES LTD
8	ECOZEN SOLUTIONS PVT. LTD. Sh.Prateek Singhal 9975079419	General	Survey No. 134/1, 134/2, 130/3, Dehu Road, Katraj Bypass, Tathawade, Pune - 411 033, Maharashtra, India	psinghal@ecozensolutions.com sachin.singh@ecozensolutions.com rohitraizada@ecozensolutions.com	ICON SOLAR-ENPOWER TECHNOLOGIES PVT. LTD.
9	Ethos Power Private Limited Sh.Lokesh Kumar 9212352362	MSE	121-123, 1st Floor, DLF Star Tower, Sector-30, NH-8, Gurugram-122001.	LOKESH.KUMAR@ETHOSPOWER.IN K.MANN@ETHOSPOWER.IN	NA

10	Everrenew Energy Private Ltd Sh.Suresh Babu 7845784110	General	Aneja Towers, 2nd Floor, B-Wing, 4 & 5 Developed Industrial Estate Perungudi, OMR, Chennai 600 096 Tamil Nadu	suresh.b@everrenew.com	Mahendra Pumps Private Ltd
11	G K Energy Marketers Pvt Ltd Sh.Mehul Shah 970094444	General	802 SUYOG CENTER, Gultekadi, Pune 411037	shah@energymarketers.in	REDREN ENERGY PRIVATE LIMITED
12	Galo Energy Private Limited Sh.Faizan Jawed 8383822275	General	D-121, Okhla industrial area ,phase -1 ,New Delhi 110020	info@galo.co.in	NA
13	Himalayan Solar Private Limited Ms.Silfi 7027794870	MSE	Plot No. 237, HSIIDC Industrial Estate, Alipur, Barwala, Panchkula, Haryana-134118	agmsales@himalayansolar.co.in core@himalayansolar.co.in	DCC Buildcon Private Limited
14	KOSOL ENERGIE PVT LTD Sh.Parag Vyas 9825207677	MSE	" KALTHIA HOUSE " 193 SATYAGRAH CHHAVNI, OPPOSITE ISCON MEGA MALL, S G HIGHWAY, AHMEDABAD.	pvyas@sunray.co.in	NA
15	KSB Limited Sh. Vinod Mohandass 8220002068	GENERAL	E3 & E4 - MIDC, SINNAR, NASIK, MAHARASHTRA - 422113	Vinod.mohandass@ksb.com	GANESH ELECTRICALS PVT LIMITED
16	Laxmi Agency Sh.Hari Narayan Gupta 9826193521	General	Plot No.- 28, Sector-03, Gitanjali Nagar, Avanti Vihar Main Road, Beside Sbi Gayatri Nagar Branch, Raipur Chhattisgarh - 492004.	info@laxmisolarpower.com	Meera & Ceiko Pumps Pvt. Ltd.
17	Mira Energy Resourses Pvt Ltd Sh.Swanand Baviskar 9511179111	General	D1603, MARVEL ALBERO , KHADI MACHINE CHOWK, KONDHWA BK , PUNE 411048	info@miraenergy.in	SILVER CONSUMER ELECTRICALS PVT LTD
18	Oneindig Technologies Private Limited Sh.Nitesh Mugdal 9717325678	MSE	C-48, 3rd Floor, DDA Sheds, Okhla Phase-1, New Delhi-110020.	coo@oneindig.co.in	Insolation Energy Limited
19	Oswal Pumps Limited Sh.Jignesh Patel 729997144	General	Oswal Estate, NH-1, Kutail Rd, P.O, Kutail, Haryana 132037	TENDER@OSWALPUMPS.COM	SUNRISERS SOLAR PRIVATE LIMITED
20	PCI Wires Pvt. Ltd. Ms. Monika Rani 9923870005	General	3rd Floor, Shubh Vinayak Building, Opp. Dr. Murkute Clinic, Mahal Nagpur 440032	pcivtech@gmail.com	VTECH Engineers

21	Premier Energies Limited Ms.Sudha Madhavi 9154308536	General	Sy. No: 54/Part, Above G Pullareddy sweets house, Vikrampur Colony, Karkhana, Secunderabad-500009, Telangana	tender_pss@premierenergies.com madhavi@premierenergies.com sps@premierenergies.com	NA
22	PV Power Technologies Pvt Ltd Sh.Vikram Dodia 9167282727	General	B907, Kanakia wall street, Andheri Kurla road, Chakala, Andheri East- 400093	vikram.dodia@pvpowertechnology.com	NA
23	ROTOMAG MOTORS & CONTROLS PVT. LTD. Sh.Sachin Mulay 7046077706	General	2102/3 & 4, GIDC VITTHAL UDHYOGNAGAR, NEAR ANAND, GUJARAT, 388121	sachin.mulay@rotosolar.com	
24	Shakti Pumps (India) Limited Sh.Piyush Patidar 7024110419	General	Shakti Pumps (India) Limited, Plot No. 401,402 &413 Industrial Area Sector-3 Pithampur Distt. Dhar - 454774 (M.P.)	tenders@shaktipumps.com sandeep.yadav@shaktipumps.com	NA
25	Span Pumps Private Limited. Sh.Nikhil Bhandari 7709081968	General	Office No: 1001, Tower 2, Montreal Business Centre, Baner road, Pune - 411045, Maharashtra, India	nikhil@spanpump.com tenders_am@spanpump.com sales@spanpump.com	NA
26	SURYA INTERNATIONAL ENTERPRISE PVT. LTD Sh.Kamlesh Kumar Singh Ram 9439525334	General	A/24 BDA HIG Duplex Anant Vihar Phase 2 Pokhariput Bhubaneswar Odisha 751020	tender@groupsurya.co.in info@groupsurya.co.in tender.suryaminternational@gmail.com	NAVITAS GREEN SOLUTIONS PRIVATE LIMITED (OTHER BIDDER)
27	ULTECH ENERGIES Sh.Aditya Panchi 9011296979	MSE	Survey No 821, Bajirao Dhawade Patil Industrial Estate, NDA Road, Shivane, Pune-411023	adityapanchi@gmail.com	Speciality Products



**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

*(To be submitted separately for each Project)  
(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of  
Appropriate Value)*

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as 'selected Vendor') submitting the response to RfS inter alia for ..... [*Insert title of the RfS*] for the State/UTs declared in Format 7.1, in response to the RfS dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) issuing Letter of Award/Empanelment No. \_\_\_\_\_ to \_\_\_\_\_ (*Insert Name of selected Vendor*) as per terms of RfS, M/s \_\_\_\_\_ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the \_\_\_\_\_ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to Director General, Haryana Renewable Energy Development Agency(HAREDA) at Panchkula forthwith on demand in writing from Director General, HAREDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Indian Rupees \_\_\_\_\_ [Total Value] only, on behalf of M/s \_\_\_\_\_ [*Insert name of the selected Vendor*].

This guarantee shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only). Our Guarantee shall remain in force until.....  
Director General, HAREDA shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that Director General, HAREDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Director General, HAREDA, made in any format, raised at the above-mentioned address of the Guarantor Bank, to make the said payment to the Director General, HAREDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by \_\_\_\_\_ [*Insert name of the selected Vendor*] and/ or any other person. The Guarantor Bank shall not require HAREDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against HAREDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at \_\_\_\_\_ shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Director General, HAREDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Vendor, to make any claim against or any demand on the selected Vendor or to give any notice to the selected Vendor or to enforce any security held by Director General, HAREDA or to exercise, levy or enforce any distress, diligence or other process against the selected Vendor.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Director General, HAREDA serves upon us a written claim or demand.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name and Address of the Bank] \_\_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

