
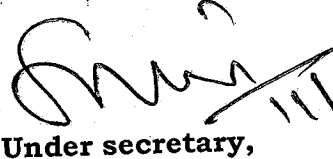
	HIMACHAL PRADESH STATE ELECTRICITY BOARD LIMITED "A State Govt. Undertaking"		
	Registered office Number (CIN) GST No. Telephone No. Website address e-mail	Vidyut Bhawan, HPSEBL, Shimla-171004(HP). U40109HP2009SGC031255 HPSEBL02AACCH4894EHZB Tele/Fax 0177-2801265(Office) www.hpseb.com cemm.hpsebl@gmail.com	

No. HPSEBL: CE (MM)/ Blacklisting/2023-24- 3839-79

Dated:- 11-07-23

Copy of above is forwarded to the following for information and necessary action please:-

1. Managing Director, H.P. Power Corp. Ltd., Himfed Building, BCS, New Shimla-9.
2. Managing Director, H.P. Transmission Corp. Ltd., Below old MLA,s Quarters, New ISBT Road, Shimla-5.
3. Managing Director, Beas Valley Power Corp. Ltd. Jogindernagar (HP).
4. The Chief Engineers (OP) South HPSEBL Shimla,(OP) North HPSEBL, Dharamshala and (OP) Central Zone, HPSEBL , Mandi (HP).
5. The Chief Engineer (Generation), HPSEBL, Sundernagar (HP).
6. The Chief Engineer (ES), HPSEBL, Hamirpur (HP).
7. The Chef Engineer (PCA), HPSEBL, Shimla-4.
8. All the Dy. Chief Engineers/Superintending Engineers in (Op) Wing of HPSEBL.
9. The Chief Accounts Officer, F&A Wing, HPSEBL, Shimla-4.
10. The Superintending Engineer (IT), HPSEBL, Shimla-4 for uploading the same in the website of HPSEBL,
11. All the Sr, Executive Engineer working under Chief Engineer (MM) vidyut Bhawan HPSEBL, Shimla-4


Under secretary,
O/o Chief Engineer (MM),
HPSEB Ltd.Vidyut Bhawan,
Shimla-4

 MGVCL	MADHYA GUJARAT VIJ COMPANY LTD. Corporate Office : Sardar Patel Vidyut Bhavan 5 th Floor, Race Course, Vadodara - 390 007 Phone No. 0265 - 2327481 / 2310583-86 Fax No.: 0265 - 2337918/2338164/2350783(D) E-mail : acepro.mgvcl@gebmail.com CIN No. U40102GJ2003SGCO42907	C.E. (MM) Dy. C.E. (CIV) Addl. S.E. (CIV) Dr. XEN U/Secy. Supt. A.E. H.O.M.	
	STOP DEAL CIRCULAR		

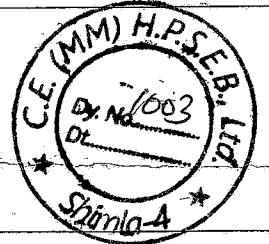
Ref.: MGVCL/PROC/EOV/SRT/2021-2022/1227/SD-AG/Stop deal/1505

Dt: 08.06.2023

By Speed Post

To,
Upvoltage Solution LLP
7, Aradhana Society, Jivrajpark
Ahmedabad-380051

E-mail:
Solar@upvoltage.co.in



Sub: **Stop dealing with M/s Upvoltage Solution LLP along with the Directors of the firm.**

- Ref.:
1. Tender No: MGVCL/DSM/EOV/SRT/2021-22/1227.
 2. Your offer submitted by on line in n-procure website.
 3. T.O.L No: MGVCL/PROC/DE-3/EOV/SRT/1227/Price Match /7281/ Dt-10.11.2022 for price matching.
 4. Your acceptance of price matching confirmation received on dtd 11.11.22.
 5. LOA No : MGVCL/PROC/EOV/SRT/1227/2021-2022/1227/LOA/8332, Dt-13.12.22
 6. T.O. Notice L No: MGVCL/PROC/EOV/SRT/2021-2022/1227/639, Dt-04.03.2023 by E-mail & speed post for SD payment and agreement.
 7. Final Notice L No: MGVCL/PROC/EOV/SRT/2021-2022/1227/Notice/844, Dt-23.03.2023 by E-mail and speed post for SD payment and agreement.
 8. Show Cause Notice L No : MGVCL/PROC/EOV/SRT/2021-22/1227/Show Cause Notice/1246/Dt-29.04.23.
 9. Your Letter No : Nil/Dt-29.05.23.
 10. Reply from DSM Cell vide E-mail dated 30.05.23.
 11. T.O.L No : MGCOV/0056/06/2023 Dt-02.06.2023.

MGVCL has issued LOA to your firm M/s Upvoltage Solution LLP on dated 13.12.22 for Empanelment of Vendors for Design, supply, erection, testing and commissioning including warranty, Comprehensive operation & maintenance of Grid-Connected Rooftop Solar Plant of various capacities under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE /SURYA Gujarat Scheme in the State Gujarat during the Year (2021-22) for Residential Consumers in Rural Area vide letter at Ref.(5) above under ref tender.

As per the terms of LOA the security deposit is to be paid within 30 days from the receipt of LOA and an agreement is to be executed separately on given date of intimation or within 03 days from the intimation date. But after issuing LOA, M/s Upvoltage Solution LLP have not paid SD and have not executed an agreement after passing 30 Days of LOA date.

Hence, Notice & Final notice had been issued to M/s Upvoltage Solution LLP vide letter at Ref. (6) & (7) respectively to pay required security deposit as mentioned in LOA and execute agreement with giving sufficient time. But your firm had neither paid security deposit amount nor executed an agreement.

Non-payment of Security Deposit and non-execution of agreement even after accepting all Term & Condition of online Tender No. 1227 for Empanelment of Vendors for Design, supply, erection, testing and commissioning including warranty, Comprehensive operation & maintenance of Grid-Connected Rooftop Solar Plant of various capacities under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE /SURYA Gujarat Scheme in the State Gujarat during the Year (2021-22) for Residential Consumers in Rural Area, is adversely affecting image of all DISCOMs of Gujarat including MGVL to achieve the targets decided by Government. Thus, failure on your part to accept LOA is nothing but a breach of Tender terms and conditions.

In view of failure on your part to pay required security deposit and execute an agreement, a show cause notice was issued to your firm on dated 29.04.23 stating that *"why action like Forfeiting the EMD, stop dealing with you / your firm etc. and/or any other actions as decided by MGVL competent authority; may not be initiated against you/your firm?"*

M/s Upvoltage Solution LLP was informed to submit reply within 10 days from the date of receipt of show cause i.e. on or before 09.05.2023, But your firm neither paid security deposit amount nor executed an agreement with in specified given time i.e up to 09.05.2023.

Vide letter dated 29.05.23 at ref no (9), your firm represented to accept the Demand draft for SD and carry out the agreement. Your request was put up before Competent Authority. But Competent Authority has regretted your request for accepting your application. Same was conveyed to you vide E-mail at ref no (10) and (11).

Hence, looking to all the above facts, it is concluded that MGCVCL has given enough/sufficient chance/time to your firm to pay required security deposit as mentioned in LOA and execute agreement but you have totally failed to pay required security deposit and execute agreement against LOA placed.

As per LOA terms and conditions for not paying required security deposit and not executing the agreement even after accepting all Term & Condition of online Tender No. 1227 has adversely affected our field work, created crisis at work front and MGCVCL has suffered to achieve the various targets decided by Government. Thus, failure on your part to execute the letter of acceptance is nothing but a breach of Tender terms and conditions.

Under this circumstance, Madhya Gujarat Vij Company Limited (MGVCL) has finally decided to take following actions against your firm.

(1) To stop deal all kinds of business with M/s Upvoltage Solution LLP & Works address at: "7,Aradhana Society,Jivrajpark,Ahmedabad" along with all Directors 1) Mr Alok K Kothari Din No 08033825 and 2) Mr Jagdish Rameshbhai Sagar Din No 08033826 for the period of 1 (One) Year from the issue of circular as per tender terms and conditions.

(2) To forfeit the EMD amount of Rs.3,00,000/- submitted by M/s Upvoltage Solution LLP for the tender no MGVCL/DSM/EOV/SRT/2021-22/1227.

This is without prejudice to our rights in terms of the tender / contract and contention.

For and on behalf of Madhya Gujarat Vij Co Ltd;

Sign
Signed by: Rajeshkumar
Govindbhai Nagariya
Location: Vadodara
Organization Unit: Madhya Gujarat
Vij Company Limited (MGVCL)
Date: 09-Jun-2023 (06:35 PM)

Additional Chief Engineer (Proc)

Copy To:

To Mr Alok K Kothari Din No 08033825, 7,Aradhana Society,Jivrajpark Ahmedabad-380051.	To Mr Jagdish Rameshbhai Sagar Din No 08033826, 7,Aradhana Society,Jivrajpark Ahmedabad-380051.
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Copy f.w.c.s to: -

1. ETA to MD, MGVL, Corporate Office, Vadodara
2. P.S. to MD, GUVNL/MGVCL/GSECL/GETCO/DGVCL/UGVCL/PGVCL, Corporate Office Vadodara /Surat/ Mehsana / Rajkot
3. P.S. to Director (T) GUVNL, HO, Vadodara.
4. CE (Tech & Operation) & CE (Project)- MGVL- Vadodara / CE (Purchase), PGVCL - Rajkot / CE (Purchase) UGVCL - Mehsana /ACE (Purchase), DGVCL-Surat / CE (Purchase), GSECL - Corporate Office - Vadodara / CE (Purchase) GETCO - Corporate Office - Vadodara.
5. CE (TECH) , GUVNL, HO, Vadodara.
6. GM (IT), GUVNL, HO, Vadodara.
7. GM (F&A), MGVL, Corporate Office, Vadodara.
8. GM(F&A),DGVCL/UGVCL/PGVCL/GSECL/GETCO,CorporateOffice,Vadodara/Surat/ Mehsana/Rajkot.
9. Torrent power Ltd,Ahmedabad & Surat
10. MNRE,Lodhi Road,New Delhi.
11. GEDA,Udyogbgavan,4th floor,Sector-11,Gandhinagar-382010

Copy to:

1. ACE (RA & C) /(SD&P), MGVL Corporate Office - Vadodara.
2. CS, MGVL Corporate Office - Vadodara.
3. SE(O&M), Circle Office, Vadodara (City) / Vadodara (O&M) / Anand/ Godhra/ Nadiad.
4. SE (IT), MGVL Corporate Office - Vadodara...To upload on MGVL website.
5. SE (Proc)/EE (Proc), MGVL Corporate Office, Vadodara.
6. All Store Officer, RSO / Division store office, MGVL....As per mailing list.
7. DY.CAO (F&A) / AO (Bills) / (Cash) / (Audit), MGVL, A/c. Deptt., Corporate Office Vadodara.
8. All Power Distribution Companies of. other states of India / All State Electricity Boards of India....As per list attached.