

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is made between Gujarat Energy Development Agency (GEDA), Vadodara and \_\_\_\_\_ (hereafter referred as "User Agency") for installation of Solar Home System (SHS) under SHS subsidy scheme 2002-2003 of MNES/ GEDA. GEDA is Government of Gujarat aided, non-profit making organisation, a nodal agency of the Government of Gujarat registered under the Society Registration Act 1860 having its registered office at 2nd floor, Suraj Plaza-II, Sayajigunj, Vadodara

It has been agreed upon by and between the said parties as under.

1. User Agency will propose to GEDA for installation of SHS under MNES/ GEDA's subsidy scheme 2002-2003 through any of the authorised manufacturers of GEDA.
2. Subsidy amount will be 50% \_\_\_\_\_ of the system cost as per MNES specifications laid under 2002-2003 SPV programme.
3. Subsidy will be given on SHS consisting of solar panel, battery, lighting fixture/fan, control electronics, mounting hardware, wiring and battery box as per MNES specification laid under 2002-2003 SPV programme.
4. On receipt of sanction of subsidy from GEDA, user agency will confirm order placed on authorised manufacturer of GEDA and get the system installed in stipulated time period mentioned in the subsidy sanction letter of GEDA. Any installation after above date is liable to be cancelled.
5. On successful completion of installation and satisfactory working the user agency/ authorised representative of the user agency will issue a certificate for the same to the manufacturer. In case, such certificate is issued without successful completion of installation the subsidy sanctioned as well as authorisation of manufacturer is liable to be cancelled.
6. Manufacturer of the system will submit the claim for the subsidy to GEDA along with the installation completion certificate issued by the user agency and invite GEDA for inspection at installation site. If during inspection it is noticed that the manufacturer has submitted the installation certificate without completion of installation work and satisfactory working of the system, the subsidy claim as well as authorisation of manufacturer is liable to be cancelled.
7. Subsidy amount will be released to the authorised manufacturer of GEDA after satisfactory inspection report of GEDA official.
8. The Director GEDA reserves all rights for sanction of the subsidy.
9. User agency will allow GEDA official or their authorised representative to visit/ inspect/ monitor the system on request from GEDA.

10. SHS installed under GEDA subsidy scheme 2002-2003 will not be transferred/ sell/ disposed without prior approval of GEDA.
11. GEDA will not be responsible or party for any dispute with the manufacturer selected by the user agency.
12. Any dispute between the user agency and GEDA regarding implementation of this scheme shall be settled through negotiations and arbitrations under Indian Arbitrations Act - (1940), failing which it will be settled in the court of law for which the jurisdiction will be Vadodara.

This memorandum of understanding commencing from the date of signing of this Memorandum of Understanding will be valid for the period of three years.

In witness whereof these parties have set their hands in token of affirmation and acceptance of the terms and conditions herein above written and mentioned.

On behalf of user agency:  
Date:

Witness

On behalf of Gujarat Energy Development Agency, Vadodara.

Witness

Countersigned by authorised manufacturer(or his dealer).