



Jharkhand Renewable Energy Development Agency
(State Govt. Agency under Department of Energy)

Fax - 011-29819444

Letter No. : 861/2006-07

Date: 17/10/2006

To

**M/s Suntime Energy Limited,
E-3, Lajpat Nager -II,
New Delhi-110024**

Sub:

**NIB No. JREDA/ RVE/ 01/ 2006-07 dated 08.07.06 for SDLS & SSLS for
Remote Village Electrification Programme of JREDA.**

- 1) NIB No. JREDA/ RVE/ 01/ 2006-07 dated 08.07.06
- 2) Your offer no. ST08 dt. 1/8/2006
- 3) JREDA Letter No. 717/2006-07 dt. 2/9/2006
- 4) Your clarification letter no. ST/09 dt. 8/9/2006
- 5) Your clarification letter no. NIL dt. 15/9/2006

Dear Sir,

With reference to your offer against above NIB and subsequent clarifications, JREDA (Jharkhand Renewable Energy Development Agency) is pleased to accept your offer with the following details:

1.0 SCOPE OF WORK

The scope of work for Solar Domestic Lighting System (SDLS) and Solar Street Lighting System (SSLS) includes manufacture, shop testing, packing & forwarding, transportation, transit insurance & supply, Installation, testing and commissioning including five years Comprehensive Maintenance Contract (CMC) of the systems for Remote Village Electrification Programme (RVE) on turnkey basis complete in all respects along with one set of user's tools & tackles kit and operation instruction manual and maintenance manual and delivery on FOR destination/site (door delivery) basis across the State of Jharkhand including, demonstration of performance.

2.0 PRICE, QUANTITY & VALUE

The price of Solar Home Lighting System (SDLS) and Solar Street Lighting systems (SSLS) shall be as mentioned below:

Sl. No.	Description	Qty offered	Price per unit (in Rs.)	Total Price (in Rs.)
1	Solar Domestic Lighting System	3000	16600/-	4,98,00,000/-
2	Solar Street Lighting System	300	31225/-	93,67,500/-
Total				5,91,67,500/-

The requirement given as above is tentative & it is subject to increase or decrease (approximately $\pm 10\%$) depending upon the actual requirement of villages, which is under the process of final assessment.

The above prices are inclusive of excise duty, CST and sales tax / Jharkhand VAT on finished items, Turn over Tax (TOT)/ Octroi, Professional tax, entry tax etc. as applicable. Prices also include charges towards packing, forwarding, transportation charges, transit insurance and freight F.O. R. destination at any site within Jharkhand (on door delivery basis) and also performance testing, training and 5 years of comprehensive maintenance contract (CMC).

3.0 VALUE OF ORDER

Rs. 5,91,67,500/- (Rupees Five Crores Ninety one lacs Sixty seven thousand Five hundred) only. This value is tentative & it is subject to increase or decrease (approximately $\pm 10\%$) depending upon the actual requirement of villages, which is under the process of final assessment.

4.0 DELIVERY SCHEDULE

The delivery of goods F.O.R destination in full and completion of installation/ commissioning shall be completed within 120 days from the date of issue of Purchase Order.

5.0 TECHNICAL SPECIFICATIONS

As detailed in Notice Inviting Bid

6.0 INSPECTION AND DISPATCH INSTRUCTIONS

The items shall be subjected to inspection by JREDA or its authorized representative before dispatch. The desired date of inspection shall be intimated to Director, JREDA at least seven days in advance to enable him to depute the officers for inspection. The inspection of complete system will be carried out at the works of the manufacturer. In case the supplier is not the manufacturer of SPV modules, testing of SPV modules will be done at manufacturer's place. Three copies of Test certificate of all tests carried out on each batch should be submitted to inspecting officers of JREDA. The items can be dispatched only after issue of Despatch Clearance by JREDA. No consignment can be dispatched without receipt of dispatch clearance by JREDA.

7.0 CONTRACT PRICE

- 7.1 The total contract price for a quoted quantity (SDLS & SSLs) including SPV module, lamp & luminaries, charge controller, control electronics, battery, mechanical components, Comprehensive Maintenance contract charges etc.
- 7.2 For Supply of items in full & good condition at FOR Site / Stores site (door delivery basis) to various consignees across State of Jharkhand, including transit insurance. Contract Price also includes all charges towards packing & forwarding, inspection Insurance and freight including door delivery charges. Contract Price is also inclusive of Excise Duty ,CST and Sales Tax / Jharkhand VAT on the finished items, Turn Over Tax (TOT) / Octroi, Professional tax, entry tax etc. as applicable for the his supplies.
- 7.3 Contract Price shall remain firm and binding and shall not be subject to any variation, whatsoever, on any account except for statutory variation on taxes & duties during contractual completion period and / or addition or modification of scope of work.
- 7.4 Various taxes, levies and duties shall be paid against applicable documentary evidence limited to the maximum ceiling as indicated in the price schedule
- 7.5 The Contract price includes and covers the cost of all royalty and fees for all articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the work, also all royalties, rents and other payments in connection with obtaining all the

materials for the work and the supplier shall indemnify and keep indemnified the JREDA, which indemnity, the supplier hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies.

- 7.6 During the period of the contract, JREDA may order addition/ deletion in quantities/ which supplier shall comply. The adjustment in Contract Price shall be made at the same rate as per Price Schedule.
- 7.7 All applicable charges for taking statutory clearances, wherever necessary, is included in the contract price. The price shall also be inclusive of necessary charges towards supervision as applicable.

8.0 TERMS OF PAYMENT

The terms of Payment shall be as given below:

- a) Subject to deductions as per Clause 15.0, 80% of the contract price for each village shall be paid after supply of systems in full and good condition, installation, commissioning and random verification by JERDA Representative within 15 days after submission of following documents in a duly bind report in the form of booklet for each village mentioning village name, block name and no. of beneficiaries:
- (i) Commercial Invoice in triplicate
 - (ii) Copy of receipted Delivery Challan/ transportation Challan/ Lorry receipt.
 - (iii) Certificate of delivery of the system and delivery of user's tools and tackles & Operation & Maintenance Manual in terms of the Order, issued to village energy committee / JREDA representative.
 - (iv) Certificate of installation testing and commissioning of the SDSL & SSLS in terms of the Order, issued by village energy committee /Consignee's and JREDA representative
 - (v) Proof of compliance Certificate from each beneficiaries of the village as per Performa-X of NIB
 - (vi) Declaration certificate from each beneficiary of the village as per Performa-XI of NIB
 - (vii) Utilization report received from each beneficiary and village energy committee as per Performa-XII of NIB
 - (viii) Utilization report from each beneficiary for SDLS and SSLS as per Performa - XIII of NIB

- (ix) List of serial no. of solar module, its test parameters & other material supplied.
- b) 10% of the contract price for each village shall be paid within 45 days after submission of documents for 80% (as above 16.a) payment and against 3rd party verification at site, completion of training and awareness programme at various locations and on submission of the following documents
 - i) Commercial Invoice in triplicate
 - ii) Training Format as per Proforma-----
- c) Balance 10% shall be paid after completion of five years Comprehensive Maintenance Contract.
 - (i) Commercial Invoice in triplicate.
- d) All payments shall be released by JREDA s through account payee cheque issued in favour of the Supplier and payable at any Indian Nationalised/Scheduled Bank, Ranchi
- e) All the payments shall be paid in the name of only successful bidder not to anyone else

9.0 INCOME TAX

Without prejudice to the obligations of the Supplier under law, any Income Tax, which JREDA may be required to deduct by law/statute, shall be deducted at source and shall be paid to the Income Tax authorities on account of the Supplier. JREDA shall provide the Supplier a certificate for such deduction of tax.

10.0 VARIATION IN TAXES AND DUTIES

- 10.1 The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual delivery/execution period. For any variation due to enactment of new tax or abrogation of existing tax after Contractual delivery / execution period, adjustment in the Contract Price shall not apply.
- 10.2 The Supplier shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the Contractual

delivery / execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Supplier.

- 10.3 The adjustment in the Contract Price towards variation in the taxes shall be made by the JREDA on production of the documentary evidences by the Supplier and after completion of delivery.
- 10.4 The Contract Price shall be adjusted towards variations in taxes in respect of only finished equipment supplied by the Supplier to the JREDA. No adjustment in the Contract price shall be made for variations in the taxes on raw-materials, parts, component / intermediate components, assemblies / sub-assemblies, etc.

11.0 TRANSIT INSURANCE

Transit Insurance shall be arranged by the supplier for his total supplies.

In case of any damage / loss / pilferage / non-delivery during transit, the supplier shall lodge the claim and settle the claim with the insurance agency. The supplier shall also arrange replacement of the damaged, lost/pilfered items expeditiously pending settlement of commercial implications with insurance agency, if any, so as not to hamper the erection and commissioning work of the entire plant.

The resultant loss if any due to failure of supplier / sub- supplier to comply with the above shall be to the account of supplier.

12.0 DESPATCH INSTRUCTIONS

- 12.1 All the items /Equipments shall be subjected to inspection by JREDA or Authorised representative as per relative Standards/ provision approved by JREDA before dispatch of items.
- 12.2 The equipment shall be despatched as per the detailed "Despatch Instructions" which will be required to be followed strictly at the time of despatch. However, equipment shall be despatched only after receipt of "Despatch Clearance" from JREDA after inspection and acceptance of the equipment is over. No consignment shall be despatched without receipt of despatch clearance from JREDA.

13.0 TRAINING, AFTER SALES SERVICE, AVAILABILITY OF SPARES

The responsibility of organizing training programme for Solar Home Lighting System (SDLS) and Solar Street Lighting systems (SSLS) shall rest on the manufacturer. The training programme shall be arranged in consultation with JREDA/ consignee. The training programme will focus on operation and maintenance of system supplied. Printed leaflet/ literature should be made available in Hindi & English regarding operation and maintenance of solar systems. The manufacturer/ supplier shall also ensure after sales service and availability of spares.

The supplier shall at least two skilled technicians and sufficient inventory of spares to provide satisfactory and uninterrupted services during warranty period within seven days from date of order.

14.0 SECURITY DEPOSIT

The successful tenderer shall submit Security Guarantee within 15 days from the date of Letter of award in the form of Demand Draft from any Nationalized/scheduled Bank in favour of Director, JREDA payable at Ranchi for a sum equivalent of 10% (Ten Percent) of Contract Price after adjusting the value of EMD DD. The Performance Security shall be liable for forfeiture by JREDA in case of termination/ cancellation of the order/contract pursuant to Clause 15.0 or failure of the equipment to deliver satisfactory and acceptable performance. The Security Deposit shall be release after completion of training and awareness program.

15.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 15.1 If the Supplier fails in the due performance of the Contract to deliver any part of the equipment or complete the work within the time fixed under the Contract or any extension thereof and/or to fulfill his obligations in time under the Contract, he shall be liable to pay to the JREDA as agreed liquidated damages a sum equipment to ½% of total contract value per week of such delay or part thereof subject to maximum of 5% of the total contract value.

16.0 GUARANTEE PERIOD FOR THE SOLAR HOME LIGHT & STREET LIGHT INCLUDING BATTERY AND OTHER ACCESSORIES

The manufacturer must provide CMC for a period of five years for the Solar Home Light & Street Light including the battery, PV modules, Electronics cards, Charge Controller from the

date of receipt of the materials by the consignee and if the materials are found defective during this period, the same shall have to be replaced or rectified by the suppliers free of cost whatsoever.

17.0 FORCE MAJEURE

- 17.1 Notwithstanding the provisions of Clauses 14.0 and 15.0, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination/ cancellation of order/contract if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the JREDA in its sovereign capacity, wars or revolutions, strikes and riots, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the JREDA in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.0 SCOPE OF FIVE YEAR COMPREHENSIVE CONTRACT (CMC)

- 17.1 The Comprehensive Maintenance Contract shall be comprehensive which shall include servicing & replacement guarantee for parts and components (such as battery, electronics, lamps etc) of solar home lighting system and Solar Street Lighting System for five years. For PV models, the replacement guarantee is for ten years. The maintenance service provided shall ensure proper functioning of the SPV system as a whole. All preventive / routine maintenance and breakdown / corrective maintenance required for ensuring maximum uptime shall have to be provided. Accordingly, the Comprehensive Maintenance Contract (CMC) shall have two distinct components as described below:

17.2 PREVENTIVE / ROUTINE MAINTENANCE:

This shall be done by the company at least once in a every four/ six months and shall include activities such as cleaning and checking the health of the SPV system, cleaning of module

surface, topping up of batteries, tightening of all electrical connections, changing of tilt angle of module mounting structure, cleaning & greasing of battery terminals and any other activity that may be required for proper functioning of the SPV system as a whole.

17.3 BREAKDOWN / CORRECTIVE MAINTENANCE:

Whenever a complaint is lodged by the user, the bidder shall attend to the same within a reasonable period of time and in any case the breakdown shall be corrected within a period not exceeding ten days from the date of complaint. If more than 10 days are taken after registering of complaint, then supplier has to pay halved money for that complain

17.4 For carrying out the CMC effectively, the Bidder supplier shall establish at least one service center for every 500 Solar PV Systems, deployed within a specified geographical area.

17.5 The bidder shall maintain following facilities at the local Service Centre for ensuring highest level of services to the end user:

i/ Adequate trained manpower specifically trained by the bidder for carrying out the service activities.

ii/ Adequate provisions for record keeping which shall inter-alia include the following.

- Details of system supplied within the command area of the service station including full name and address of end user, system and sub-system serial numbers and records of routine maintenance carried out (duly signed by the end user). These records shall include voltage, current, specific gravity, indicator charge, CFL full glow; charge controller operation, electronics etc.
- History record sheets of maintenance done.

iii/ Adequate spares for ensuring least down time of an individual system.

iv/ The service center shall send summary service reports to State Nodal Agency on half yearly basis. These reports shall include the following information.

- Number of systems covered by the service station
- Number of systems working satisfactorily on the reporting date
- Number of complaint received during the period of reporting
- Number of complaint attend during period of reporting
- Major cause of failure, as observed.
- Major replacement made during the reporting period.

Separate report shall be submitted for each type of systems manufacture wise in case the service center caters to the requirement of more than one manufacture.

v/ The bidder shall ensure adequate insurance of SPV systems against robbery, theft, bulgary and acts of God such as natural calamities, flood etc.

- vi/ The records maintained at the service center shall be available for scrutiny of authorized representatives of the concerned State Nodal Agencies or MNES.
- vii/ The date of CMC maintenance period shall begin on the date of actual commissioning of the SPV systems.
- viii/ Bidder shall furnish details of infrastructure that they have presently available for establishing of repair shop .
- ix/ The supplier should pay Money to the agent (appointed by Village Energy Committee) per light/month for the services of topping up and general maintenance during CMC.

The quality / level of service provided by the bidder would form the basis for determining eligibility of the bidder to participate in the subsequent programmes of JREDA.

18.0 CANCELLATION OF ORDER

The JREDA reserves the right to reject in part or full the awarded contract without assigning any reason of those firms which will be found defaulter for delayed supply or failure to deliver satisfactory performance or supply of substandard materials pursuant to clause 15.0

The authority reserves the right to reject part or whole of the bid/order without assigning any reason thereof.

19.0 AGREEMENT/ CONTRACT

The supplier shall enter into an agreement in the office of Director JREDA in non judicial stamp paper of appropriate value before commencement of supply.

20.0 ARBITRATION

All disputes shall be settled by reference to Arbitration and Conciliation Act 1996 within Ranchi jurisdiction of Court of Law only.

21.0 ASSIGNMENT

The supplier shall not assign, in part or whole, its obligation to execute the contract, without written permission of JREDA.

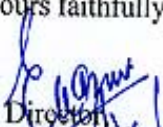


22.0 ACKNOWLEDGEMENT

Please acknowledge receipt of this order and confirm before 19/10/2006 about commencement of supply of materials as per delivery schedule.

Thanking You

Yours faithfully


Director
JREDA, Ranchi.