



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

Letter No. 864 /2006-07

Date: 17/10/2006

To,

M/s Exide Industries Limited
Exide House,
59E, Chowringhee Road,
Kolkata- 700020
Ph. no: 033-22866135
Fax no: 033-22866186

Attn: Mr. Mehboob Alam, Associate Manager, Marketing Services

Sub: Purchase Order for Supply of Solar Lantern

- Ref :
1. NIB No. JREDA/ SPV/ 1/ SL/ 2006-07 dated 07.07.06
 2. Your offer no. EIL/JREDA/SPV/SL/06-07/1. Dt. 26.07.06.
 3. JREDA Letter No 699/2006-07 Dt. 02.09.06
 4. Your clarification letter no. EIL/NCEB/MA/JREDA/024 Dt. 08.09.06,
 5. Your clarification letter no. EIL/NCEB/MA/JREDA/026 Dt. 14.09.06,
 6. Your clarification letter no. EIL/NCEB/MA/JREDA/027 Dt. 15.09.06.

Dear Sir,

With reference to your offer against above NIB, 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 Lanterns includes manufacture, shop testing, packing & forwarding, transportation, transit insurance & supply of the system complete in all respects along with one set of user's tools & tackles kit and operation instruction manual and maintenance manual (both English and Hindi) and delivery on FOR destination/site (door deliver) basis across the State of Jharkhand including, demonstration of performance. List of villages will be given before dispatch of supply.

2.0 PRICE, QUANTITY & VALUE

The price of each set of Solar Lantern will be as mentioned below:

Description	Qty offered	Price per unit	Total Price
Solar Lantern (Model IIA)	7,500 nos. (Seven Thousand Five Hundred Only)	3,691/- (Three Thousand Six Hundred Ninety One Only)	2,76,82,500/- (Two Crore Seventy Six Lacs Eighty Two Thousand Five Hundred Only).

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

3.0 TOTAL VALUE OF ORDER

Rs. 2,76,82,500/- (Two Crore Seventy Six Lacs Eighty Two Thousand Five Hundred Only).

4.0 DELIVERY SCHEDULE

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

5.0 TECHNICAL SPECIFICATIONS

The solar lantern shall conform to the following model:

Model	Lamp	Battery capacity at C/20 rate	PV module rating
Model IIA	CFL 7W	12 V, 7 AH	10 to 11.9 Wp

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 Dispatch 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 of (each lot) Solar Lanterns in full and complete set including SPV module, lamp & luminaries, charge controller, control electronics, battery, mechanical components 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 as stipulated in Clause no 14.4 below 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, 85% of the contract price shall be paid against delivery of goods in full and good condition on submission of following documents:
 - 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 by Deputy Commissioner / Consignee's and JREDA representative.
- b) 10% of the contract price shall be paid against completion of training and awareness programme at various locations and on submission of the following documents
 - i) Commercial Invoice in triplicate
 - ii) Certificate of installation and testing of the solar lantern in terms of the Order, issued by Deputy Commissioner /Consignee's and JREDA representative
- c) Balance 5% shall be paid after completion of Warranty period subject to deduction due to non-performance of the supplier during warranty period and submission of following documents:
 - (i) Commercial Invoice in triplicate.
- d) All payments shall be released by JREDA within 15 days of submission of stipulated documents 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 to 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 WARRANTY PERIOD

The manufacturer shall provide warranty for a minimum period of two years for Solar Lantern including battery and minimum ten years for PV module from the date of installation/ demonstration of systems after receipt of the materials by consignee. Supplier shall repair/ replace the defective parts and restore the system to satisfactory/ working performance within seven days without any additional cost to JREDA.

14.0 TRAINING, AFTER SALES SERVICE, AVAILABILITY OF SPARES

The responsibility of organizing training programme for Solar Lantern shall rest on the manufacturer. The training programme will be arranged in consultation with JREDA/ consignee and manufacturer of Solar Lantern. The training programme will focus on operation and maintenance of Solar Lantern. Printed leaflet/ literature should be made available in Hindi regarding operation and maintenance of SL. The manufacturer/ supplier shall also ensure after sales service and availability of spares.

The supplier shall ensure to depute authorized service engineer and sufficient inventory of spares in consultation with JREDA in order to provide satisfactory and uninterrupted services during warranty period within seven days from date of order.

15.0 PERFORMANCE GUARANTEE DEPOSIT

The successful tender shall submit performance guarantee within fifteen days from the date of Purchase Order in form of Demand Draft from any Nationalised Bank/ Scheduled Bank in favour of Director, JREDA payable at Ranchi for a sum equivalent of ten percent 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 in case of failure of equipment to deliver satisfactory and acceptable performance.

16.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 16.1 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.

17.0 FORCE MAJEURE

- 17.1 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.

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 16.0

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 19th October 2006 about commencement of supply of materials as per delivery schedule.

Thanking You,

Yours faithfully


Director
JREDA, Ranchi.