



**BID SPECIFICATION  
FOR  
REMOTE VILLAGE ELECTRIFICATION**



**SECTION – 1**

**GENERAL TERMS & CONDITIONS**

**1.0 SCOPE OF WORK**

**The Scope of work for SHLS & SSLS includes:**

Manufacture, shop testing, packing & forwarding, transportation, transit insurance, supply, installation, testing & commissioning including 5 years Comprehensive Maintenance Contract (CMC) of SHLS & SSLS system complete in all respects along with one set of operation instruction cum maintenance manual (both English and Hindi) for each set and delivery on FOR destination/site (door delivery) basis across the State of Jharkhand including, demonstration of performance and training at all sites located within the state of Jharkhand as per direction of JREDA. List of villages will be given before start of dispatch by JREDA.

**2.0 MINIMUM ELIGIBILITY AND QUALIFICATION CRITERIA**

2.1 This has been detailed in Notice Inviting Bid.

**3.0 TECHNICAL SPECIFICATION**

The Technical Specification for supply of SHLS & SSLS is enclosed at Section-2A & Section-2B and Technical Specification for 5 years CMC at Section-2C. The SHLS (Model II) & SSLS offered by the bidder should conform to the Ministry of New and Renewable Energy (MNRE) specification.

The bidder shall submit the detailed technical specifications of the SHLS (Model II) & SSLS offered to be supplied.


**4.0 TEST CERTIFICATE**

It is mandatory for the bidders to have test certificate issued by any of the following test centers:

- i. Solar Energy Centre Gwalpahari – Gurgaon, Haryana (SEC),
- ii. Electronics Regional Test Laboratory (East) Bidhan Nagar, Kolkata (ERTL)
- iii. Central Power Research Institute, Thiruvananthpuram (CPRI)
- iv. Energy Conservation and Development Division, Bangalore (ECDD)
- v. Electronics Test & Development center, Bangalore (ETDC)

The test certificates should confirm that SHLS (Model II) & SSLS conform to specification of MNRE, Govt of India for the year 2006-07. Test Certificates issued on or after 1<sup>st</sup> April, 2005 would be considered valid only if it is as per latest MNRE specification which is detailed in technical specifications Section-2A for SHLS (Model II) and Section-2B for SSLS. The test issued prior to 1<sup>st</sup> April 2005 is not valid.

Bid received without test certificate with Part-II, Technical & Commercial Part will be outright rejected and no correspondence will be entertained in this regard. The test reports shall be furnished for specific make/manufacturer, type/model number and capacity of a particular SHLS or SSLS. The bidders are not allowed to change make / model of any components / items at the time of supply. The test report issued by SEC/ERTL/CPRI/ ECDD/ETDC test centers shall be considered valid only for a specific

	<b>BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION</b>	
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make/ model mentioned in that test report. No test report shall be considered valid wherein more than one make / model is specified for the SHLS or SSLS components in a single test report.

## 5.0 EARNEST MONEY DEPOSIT (EMD)

Bidder shall submit in a PART-I of the offer Earnest Money Deposit (EMD) of requisite value as mentioned in BID DETAILS in the form of Bank Guarantee (as per proforma VIII-A)/Demand Draft drawn in favour of “Director, JREDA” payable at Ranchi from any Indian Nationalised Bank/ Scheduled Bank.

## 6.0 VALIDITY OF OFFER

The Bid and Price(s) quoted shall remain valid as indicated in NIB.

## 7.0 OPENING AND EVALUATION OF OFFER

- 7.1 Part-I & Part-II: EMD and Commercial & Technical Part will be opened on the date and time mentioned in Annexure - I to NIB. at the office of Director, JREDA at Plot No. 328/B, Road No. 4, Ashok Nagar, Ranchi in the presence of bidders, or their authorised representative, who choose to attend the meeting. The representative should produce authorization letter to attend the bid opening meeting as given at Proforma-II. The representative who does not produce such authorization will not be allowed to attend the bid opening.
- 7.2 JREDA, if required, may at its discretion obtain clarifications on offers by requesting clarifications from any or all the bidders at any time prior to price bid opening (Part-III). Such request for clarification and the response shall be in writing.
- 7.3 JREDA shall examine whether bid is complete in all respect and conform to stipulated requirement of Technical specifications and Tests reports. The bid having material deviation shall be rejected as being non-responsive.
- 7.4 The Part-III: Price Part of each lot of only those bidders, whose offers are technically and commercially acceptable after evaluation of the Technical and Commercial Part, will be opened and evaluated. The date & time for opening of Part-III: Price Part will be uploaded in JREDA web-site. **Bidders are requested to visit the web-site ([www.jreda.com](http://www.jreda.com)) regularly and keep themselves informed.** The Price Part will be opened at the office of Director, JREDA at Plot No. 328/B, Road No. 4, Ashok Nagar, Ranchi 834002 as intimated, in the presence of eligible bidders or their authorised representative. The authorised representative will be allowed to attend the price bid opening on production of authorization letter.

The prices shall be evaluated jointly for SHLS & SSLS systems and CMC for the entire quantity quoted by the bidders for the complete scope defined in this document. The Landed price (P) (inclusive all taxes, duties, freight, insurance etc) for SHLS & SSLS systems and CMC will be evaluated as mentioned below

$$P = 10 \times \text{Unit price of SHLS including 5 yrs CMC as quoted by bidder} \\ + 1 \times \text{Unit price of SSLS including 5 yrs CMC as quoted by bidder}$$

The bidders shall be ranked L1, L2, L3 ....as per the landed price (P).

The bidder who has quoted the lowest evaluated rate P shall be offered the quantity quoted. All the other bidders shall also be requested to match the L1 rate. For the



## BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION



bidders who matched the L1 rate, the balance quantity (if any) will be distributed amongst the bidder ranked L2, L3 ..... Ln in the following manner. L2 will be offered the balance quantity (limited to quantity quoted by them) at L1 rate. After that out of the balance quantity, if any will be offered to L3 party (limited to quantity quoted by them) at L1 rate. This process will be repeated each time with the balance quantity till all the quantities are ordered for SSLS & SHLS.

However, while distributing the quantity to L1 bidder and other bidders (if any), JREDA shall ensure that minimum percentage of the total annual purchase of SHLS & SSLS shall be from SSI units registered in Jharkhand, as per existing Industrial Policy of Govt of Jharkhand.

If at any stage, the L2, L3 ..... Ln parties do not accept the L1 rate; JREDA may consider the L1 party for the remaining quantity based on their production capability with an extended delivery schedule.

7.5 JREDA, if required, may at its discretion extend the scheduled date of opening of Price Part of bids.

### 8.0 AWARD OF CONTRACT/ORDER

The contract/order shall be awarded to techno-commercially acceptable and lowest evaluated bidder for the quantity quoted by the bidder.

### 9.0 QUANTITY OF SUPPLY

The Bill of Quantity given in Bid Details of Notice Inviting Bid is tentative and is subject to increase or decrease depending upon the actual requirement at the time of placing order and resource available.

Bidder may submit their Offer for minimum lot size and additional quantities as defined, and EMD for each additional quantity shall be enhanced as mentioned in Bid Details (Annexure I to NIB). **In case any bidder offers less than the minimum lot size their offer will be rejected.**

### 10.0 EFFECTIVE DATE OF CONTRACT

The effective date of commencement of execution of the order by the Contractor shall be the date of issue of the LOI or LOA or Purchase whichever is earlier.

### 11.0 CONTRACT PRICE

11.1 The total contract price & rates of SHLS & SSLS systems and CMC in full and complete set including SPV module, control electronics, battery, mechanical components etc. should be quoted in **Proforma -V** (Price Part). The price shall be for the total scope as defined in this document.

11.2 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, Turnover Tax (TOT) / Octroi, Professional tax, entry tax etc. as applicable for the supplies.

11.3 Contract Price and unit rates shall remain firm and binding and shall not be subject to any variation, whatsoever, on any account except for statutory variation on taxes &

	<b>BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION</b>	
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duties during contractual completion period as stipulated in Clause no 11.4 below and / or addition or modification of scope of work.

- 11.4 Various taxes, levies and duties shall be paid against applicable documentary evidence limited to the maximum ceiling as indicated in the price schedule.
- 11.5 The Contract price & unit rates includes and covers the cost of all royalty & fees for all articles & 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.
- 11.6 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 unit rate as per Price Schedule.
- 11.7 All applicable charges for taking statutory clearances, wherever necessary, are included in the contract price.

## 12.0 TERMS OF PAYMENT

**The terms of Payment for Supply shall be as given below:**

Subject to any deductions which the Purchaser may be authorised to make under the terms of the order, the contract price shall be payable as given below

- a) **80% of the contract price for each village** shall be paid against delivery of goods in full and good condition, installation, testing & commissioning and random verification by JREDA representative 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.:
- Commercial Invoice in triplicate
  - Copy of receipted Delivery Challan/ transportation Challan/ Lorry receipt.
  - Certificate of delivery of the system and delivery of user's instruction cum maintenance manual in terms of the Order, issued by Village Energy Committee / JREDA representative.
  - Certificate of installation, testing and commissioning of SHLS & SSLS in terms of the Order, issued by Village Energy Committee / JREDA representative.
  - Proof of compliance certificate from Village Energy Committee as per proforma – IX.
  - Declaration certificate from each beneficiary of the village as per proforma – X.
  - Utilization report received from each beneficiary and Village Energy Committee as per proforma – XI.
  - Utilization report from each beneficiary for SHLS and SSLS as per proforma – XII.

	<b>BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION</b>	
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- SHLS & SSSL Serial No., Module Serial No. along with Test parameters and other materials supplied.
  - GPS co-ordinate (Longitude, Latitude & Altitude) and digital photograph of each installation along with digital photograph of beneficiary.
- b) **10% of the contract price for each village** shall be paid on third party verification at site, completion of training & awareness programme at various locations and on submission of following documents:
- Commercial Invoice in triplicate
  - Training format as per Proforma XIII.
- c) **2% of the contract price** shall be paid on completion of every one-year period of the 5 year CMC period, after submission of following documents:
- Commercial Invoice in triplicate,
  - Certificate from each beneficiary and Village energy committee for satisfactory service provided for the previous year & subject to verification by JREDA's authorized representative.
  - Photocopy of log book
- d) All the payments shall be released by JREDA within 30 days that shall be reckoned from the date of receipt of complete documents stipulated against each payments. **Only submission of Delivery Challan / transportation Challan / Lorry receipt will not be considered for payment.**
- e) All the payments shall be released by JREDA through account payee cheque issued in favour of the Supplier and payable at any Indian Nationalised/Scheduled Bank, Ranchi.
- f) All the payments shall be paid in the name of only successful bidder not to anyone else.

### 13.0 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.

### 14.0 STATUTORY VARIATION IN TAXES AND DUTIES

- 14.1 The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes due to statutory variation shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual delivery/execution period. For any upward 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, although for any downward variation, JREDA shall make necessary adjustment in the rate of the items.
- 14.2 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

	<b>BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION</b>	
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Contractual delivery / execution dates, as originally stipulated, in case the delivery dates are extended due to reasons attributable to Supplier.

14.3 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.

14.4 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.

#### **15.0 AGREEMENT**

The suppliers have to enter into an agreement within Two weeks, in the office of the Director, JREDA in prescribed format before commencement of supply/services.

#### **16.0 SECURITY DEPOSIT**

The successful tenderer, on award of the contract, shall submit "Security Deposit Bank Guarantee (SDBG) from any nationalized/scheduled bank within 15 days from the date of Purchase order valid till CMC period for an amount equal to Five Percent (5%) of the contract value of the order. The Security deposit shall be liable for forfeiture by JREDA in case of termination / cancellation of the order or failure of the equipment to deliver satisfactory and acceptable performance. The Security Deposit shall be refunded after expiry of 90 days from the actual date of completion of CMC.

**For SSI units registered with both GoJ and NSIC, the exemption shall be given as per NSIC guidelines.**

#### **17.0 INSPECTION OF THE FACTORY AND TESTS**

17.1 JREDA reserves the right to inspect the manufacturer's works/factory to ascertain the capability/availability of necessary equipment & infrastructure required for manufacture of the item offered before opening of the price offers of the bidders.

17.2 JREDA shall have access and right to inspect the work or any part thereof at any stage.

17.3 JREDA shall have the right to inspect and test the goods to confirm their conformity to the technical specifications after delivery of goods to consignee.

17.4 Successful bidder shall inform JREDA at least 10 days in advance of schedule despatch.

#### **18.0 DESPATCH INSTRUCTIONS**

18.1 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.

18.2 The equipment shall be dispatched as per the detailed "Despatch Instructions" which will be required to be followed strictly at the time of despatch. However, equipment shall be dispatched only after receipt of "Despatch Clearance" from JREDA after inspection and acceptance of the equipment is over. No consignment shall be dispatched without receipt of despatch clearance from JREDA.





## BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION



### 19.0 ROAD PERMIT

Road permits shall be issued from the bidders Registered Office or Manufacturing Unit (as indicated by the bidder in the bid) to F.O.R in Jharkhand. Request for road permit from the place other than above will not be entertained.

### 20.0 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 working of the system.

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

### 21.0 TRAINING PROGRAMME, AFTER-SALES SERVICE AND AVAILABILITY OF SPARES

21.1 The responsibility of organizing training programme for SHLS & SSLS will rest on the successful bidder. The training programme will be organized in consultation with JREDA/ Consignee. The training programme will focus on operation and maintenance of SHLS & SSLS. Printed leaflet/ literature should be made available in Hindi by the contractor regarding the operation and maintenance of their SHLS & SSLS.

21.2 The supplier shall depute authorised service engineer within 7 days from the date of the intimation of fault, and establish sufficient inventory of spares in the state in consultation with JREDA to provide satisfactory and uninterrupted services during guarantee period.

### 22.0 COMPLETION SCHEDULE

The delivery of goods at FOR destination in full as per the terms and conditions of the contract/order shall be completed within **Six (6) months** from the date of issue of the LOI or LOA whichever is earlier.

### 23.0 GUARANTEE PERIOD

The manufacturer/vendor/supplier must provide guarantee which 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 modules, the replacement guarantee is for ten years from the date of commissioning the SHLS & SSLS at site & demonstration of performance to the consignee/JREDA.

The Guarantee card to be supplied with the system must contain the detail of the system supplied as given in the Proforma VII. The manufacturers can also provided additional information about the system and condition of guarantee as necessary.

Supplier shall without prejudice to any other clauses of the order repair/replace the defective parts and restore the system to satisfactory working/performance within 10 days of intimation of fault without any additional cost to JREDA within the period of guarantee.

	<b>BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION</b>	
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#### 24.0 ASSIGNMENT/ SUB-LETTING/ PRE-BIDDING TIE-UP

The supplier shall not assign or sub-let, **Manufacture/assembly, shop testing, packing & forwarding, transportation, transit insurance, supply**, in whole or part, its obligations to any third party to perform under the order/contract, without written permission of the JREDA. Such consent, if given, shall not establish any contractual relationship between the Sub-Vendor(s) and JREDA and shall not relieve the Vendor of any liability, responsibility or obligation under this order and the Contractor shall be responsible for the acts, defaults or neglects of any Sub-Vendor or his representative or workmen as fully as if they were the acts, defaults and neglects of the Contractor himself. In the event the Vendor contravenes this condition, JREDA reserves the right to reject the equipment/Work sub-contracted and procure the same from elsewhere at Contractor's Risk and Cost. The Vendor shall be solely liable for any loss or damage which JREDA may sustain in consequence or arising out of such replacing of the contract work.

In case, the installation, testing & commissioning and CMC is planned to be carried out in collaboration with other party, the bidder has to sign MoU with the party on a Non-judicial stamp paper of value not less than Rs. 80/- and submit a copy of the MOU along with the bid. The MoU shall clearly indicate division of scope between the prime bidder and his sub-vendor. However, the total responsibility of work will remain with the prime bidder.

#### 25.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 25.1 Time is the essence of the Contract. The completion period has been accordingly worked out and all resource & work planning is to be done accordingly with flexibility for adjustments.
- 25.2 If the Supplier fails in the due performance of the Contract, to deliver and commission any part of the equipment or complete the work within the scheduled date for any reason other than due to Force Majeure conditions or any extension thereof granted to him by JREDA, he shall be liable to pay to the JREDA as pre-agreed liquidated damages but not by way of penalty on account of delayed successful commissioning, a sum equal to ½% of total contract value per week of such delay, or part thereof, subject to maximum of 5% of the Total Contract Value.
- 25.3 The Liquidated Damages for delayed completion shall be recovered from the Supplier's Bill or by encashing Security Deposit Bank Guarantee.
- 25.4 Deduction/Payment of Liquidated Damages shall in no way relieve the Contractor from his contractual responsibility to complete the works.

#### 26.0 CANCELLATION OF ORDER

JREDA will be at liberty to terminate in part or full the awarded contract without prejudicing its rights and affecting the obligations of the Contractor by giving seven (7) days notice in writing in the following events:

- a) If the Supplier/Vendor is found defaulter for delayed supply or failure to deliver satisfactory performance or supply of substandard materials pursuant to NIB conditions.
- b) If the Supplier/Vendor fails to comply with the provision (s) of the Contract.



	<b>BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION</b>	
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c) If the Contractor is involved in any action of moral turpitude.

## 27.0 ARBITRATION

All disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this contract or breach thereof shall be settled amicably.

If, however, the parties are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and Conciliation & Arbitration Act' 1996 and the award in pursuance thereof shall be binding on the parties.

The venue of arbitration proceeding shall be within Jurisdiction of Court of Law at Ranchi only.

Work under this Contract shall be continued by the Contractor during the arbitration proceedings, unless otherwise directed in writing by the PURCHASER or unless matter is such that the work cannot possibly be continued until the decision of the Arbitrator is obtained.

## 28.0 FORCE MAJEURE

28.1 Should at any time during the continuance of the Contract the performance in whole or in part of any obligations by either party under this Contract be held up by reasons of any war, hostility, acts of foreign enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, cyclones, quarantine restrictions, Governmental regulations, law & order and other proclamation etc. (hereinafter referred to as "Events") then, provided notice of the happening of any such eventuality is given by either party to the other within 10 days from the date of occurrence thereof neither party shall, by reasons of such eventuality, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the work under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.

28.2 Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure, lasting continuously for a period of at least four (4) weeks, the two parties should consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of 2 weeks from the expiry of 4 weeks referred to above, the Contract shall be deemed to have expired at the end of the aforesaid 2 months. Such expiry of the Contract will not relieve the parties from the obligations to reach agreement regarding winding up and financial settlement of the Contract.

28.3 The above mentioned force majeure events shall not include constraints, which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangement, break down of machines, strikes, lock outs etc.

28.4 The above-mentioned force majeure conditions/clause shall also apply in the works of sub-contractors/suppliers of the contractor.

28.5 However, 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

 The logo for JREDA (Jharkhand Renewable Energy Development Agency) is circular with a red border. Inside, it says "JREDA" in the center, "JHARKHAND RENEWABLE ENERGY DEVELOPMENT AGENCY" around the top, and "RANCHI" at the bottom.	<b>BID SPECIFICATION FOR REMOTE VILLAGE ELECTRIFICATION</b>	 The logo for MECON (Mechanical Engineering Company) is circular with a blue border. Inside, it features a red triangle with "MECON" written across it, and "मेकॉन" in Hindi below. At the bottom, it says "ISO 9001 Company".
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that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 28.6 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.
- 28.7 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.