

Letter No.:1108/2007-08

Date:08/11/2007

To,

M/s Swastik Enterprises (SE)
IOA, Hospital Street,
3rd Floor, Suite No. 303,
Kolkata – 700 072.
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Email- swastik1@vsnl.com

Sub: Purchase Order for Supply of LED based SOLAR LANTERN

Ref: NIB No. JREDA/SPV/1/SL/2007-08 dated 14.08.07.

Dear Sir,

With reference to your offer against NIB No. JREDA/SPV/1/SL/2007-08, JREDA is pleased to place order on you with the following details:

1.0 SCOPE OF WORK

The scope of work includes manufacture of Solar Lantern, shop testing, packing & forwarding, transportation and supply of LED based Solar Lantern complete in all respect along with one set of operation instruction cum maintenance manual (Hindi) for each set and delivery on F.O.R. 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

2.0 CONTRACT PRICE

The Unit/Total price of each set of Solar Lantern is mentioned below:

Description	Qty offered/accepted	Price per unit (Rs.)	Total Price (Rs.)
LED based SL	842	1,590/-	13,38,780/-

**Total Contract Price in Rupees. (figure) = Rs 13,38,780/-
(Rupees Thirteen Lakhs Thirty Eight Thousand Seven Hundred Eighty Only)**

2.1 The above prices are inclusive of excise duty, CST/ST/Jharkhand VAT on the finished items, turnover tax(TOT) / Octroi, Professional tax, entry tax as applicable for the supplies, along with inspection, packing, forwarding, transportation charges including transit insurance and freight delivery on F.O.R. destination at any site within Jharkhand (on door delivery basis) and also includes cost of performance testing and training.

The contract price includes cost of LED based Solar Lantern in full and complete including SPV module, lamp & luminary, control electronics, battery, mechanical components etc. The contract price is inclusive of the total scope of work as defined in the NIB.

The contract price includes and covers the cost of all royalties 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.

2.2. 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 & duties during contractual completion period against documentary evidence as stipulated in Clause no. 13.4 and/or addition or modification of scope of work.

2.3 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.

2.4 All applicable charges for taking statutory clearances, where ever necessary is included in the contract price. The price shall also be inclusive of necessary charges towards supervision as applicable

3.0 DELIVERY SCHEDULE

The delivery of goods at F.O.R. destination in full package/system and training as per terms and conditions and shall be completed within 5(five) months from the date of issue of purchase order.

4.0 TECHNICAL SPECIFICATION

Detailed specification is attached in Annexure.

5.0 TERMS OF PAYMENT

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

a) Subject to deductions as per Clause 19.0, 98% of the contract price shall be paid subjected to availability of fund with JREDA against delivery of goods in full and good condition on submission of following documents:

- Commercial Invoice in triplicate
- Copy of receipted Delivery Challan / transportation Challan/ Lorry receipt.
- Lantern Serial No., Module Serial No. along with Test Report, Battery No., Battery Make, Year of manufacture, Charge controller No., must be presented in tabular form.
- Certificate of delivery of the system and delivery of user's instruction cum maintenance manual in terms of the order, issued by Deputy Commissioner / Consignee's and JREDA's authorized representative.
- Certificate of training and awareness programme and testing of SL in terms of order issued by Deputy Commissioner / Consignee's and JREDA's authorized representative.

b) Balance 2% shall be paid after completion of Warranty period subject to deduction due to non-performance of the supplies during warranty period against submission of Commercial Invoice in triplicate.

However, this 2% payment can be released against a Bank Guarantee (BG) as per JREDA's proforma from any Indian Nationalised Bank / Scheduled Bank, valid till warranty period of SL.

c) All payments shall be released by JREDA within 45 days subject to availability of fund with JREDA on submission of Invoice (along with stipulated documents) through account payee cheque issued in favour of the Supplier and payable at any Indian Nationalised /Scheduled Bank, Ranchi.

d) All the payment shall be paid in the name of only successful bidder not to anyone else.

6.0 TAXES

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

7.0 STATUTORY VARIATION IN TAXES AND DUTIES

7.1 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.

7.2 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.

7.3 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.

7.4 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.

8.0 TRANSIT INSURANCE

Transit Insurance shall be arranged by the supplier for his total supplies as per dispatch instruction. 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 timely completion of the supply to F.O.R. The resultant loss if any due to failure of supplier / sub-supplier to comply with the above shall be to the account of supplier.

9.0 DISPATCH INSTRUCTIONS

9.1 All the items/equipments shall be subjected to inspection by JREDA or its authorized representative as per relative Standards/ provision approved by JREDA before dispatch of items.

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

9.3 The desired date of inspection shall be intimated to the Director, JREDA at least 25 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.

10.0 WARRANTY PERIOD

The manufacturer must provide warranty for a minimum period of two years for the complete Solar Lantern System including battery and minimum ten years for PV modules from the date of supply at site/ demonstration of system after receipt of the materials by the consignee. 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 7 days without any additional cost to JREDA within the period of warranty.

11.0 TRAINING, AFTER-SALES SERVICE AND AVAILABILITY OF SPARES

11.1 The responsibility of organizing training programme for SL will rest on the manufacturers. The training programme will be organized in consultation with JREDA / Consignee and manufacturer of SL. The training programme will focus on operation and maintenance of SL. Printed leaflet/literature should be made available in Hindi by the manufacturer regarding the operation and maintenance of their SL.

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

11.3 The supplier shall maintain one service center in Jharkhand.

12.0 INSPECTION OF THE FACTORY AND TESTS

12.1 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.

12.2 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.

12.3 Successful bidder shall inform JREDA for pre-dispatch inspection at least 25 days in advance of schedule dispatch and at least 15 days in advance of final delivery.

13.0 PERFORMANCE GUARANTEE (SECURITY) DEPOSIT

The manufacturer/supplier shall submit Performance Guarantee (Security) Deposit within 15 days from the date of Letter of award, in the form of Bank Guarantee from any Nationalized bank for a sum equivalent of 5% of contract price and is valid till completion of supplies at site. The Performance Security shall be liable for forfeiture by JREDA in case of termination / cancellation of the order / contract pursuant to Clause 22.0 or failure of the equipment to deliver satisfactory and acceptable performance.

For SSI units registered with Jharkhand, this clause is not applicable.

For SSI units registered with Jharkhand as well as with NSIC, this clause is not applicable.

14.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

14.1 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 granted to him by JREDA and/or to fulfill his obligations in time under the Contract, he shall be liable to pay to the JREDA as pre-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.

14.2 The liquidated damages for delayed completion shall be recovered from the Supplier's bill or Security Deposit.

15.0 FORCE MAJEURE

15.1 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 responsibly practical and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event.

15.2 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.

16.0 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.

17.0 AGREEMENT / CONTRACT

The suppliers have to enter into an agreement in the office of the Director, JREDA in non judicial stamp paper of appropriate value before commencement of supply.

18.0 ARBITRATION

All disputes shall be settled within Ranchi Jurisdiction of Court of Law only. All arbitration cases would only be settled under Arbitration and Conciliation Act 1996 but at Ranchi only.

19.0 ASSIGNMENT

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

20.0 ACKNOWLEDGEMENT

Please acknowledge receipt of this order and confirm about commencement of supply of materials as per delivery schedule.

Thanking You,

Yours faithfully

Director,
JREDA, Ranchi