



Jharkhand Renewable Energy Development Agency

(State Govt. Agency Under Department of Energy, Jharkhand)

Work Order No. 162/2018-19

Ranchi, Date 24/12/2018

M/s Alliance Enterprises
Shop No.1, 1st Floor, MR Market, BIT Chock,
Ranchi.
Contact-9905709546,
E-mail: enterprises_alliance@yahoo.com

Ref.: 1. JREDA NIB No.11/JREDA/GCRT/EMP/PRICE/2018-19.
2. JREDA Work Order No. 83/2018 dated 29.09.2018.

Sir,

With reference to your offer against the above-mentioned NIB, Jharkhand Renewable Energy Development Agency (JREDA) is pleased to place work order with you for Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis on Government Buildings anywhere in the state of Jharkhand on rates, terms and conditions mentioned hereunder:

1.0 SCOPE OF WORK:

The scope of work includes Design, Manufacture, Testing, Supply, Installation & Commissioning of Grid connected Rooftop SPV Power Plants of different capacities including five years Comprehensive Maintenance Contract (CMC) on Turnkey basis on Government Buildings anywhere in the state of Jharkhand including installation of net meter as per JSERC Regulation and as per specification of Discom complete set in all respects along with one set of operational 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 as per the direction of JREDA & as per Technical Specifications enclosed as **Annexure-I**.

2.0 PRICE:

The work description of Grid connected Rooftop SPV Power Plants of different capacities and their rates shall be as mentioned below:

S. No.	District	Site Details	Capacity (kWp)	Rate (Rs.)	Amount (Rs.)
1	Palamu	SADAR PS	10	99,000.00	9,90,000.00
2		SAHAR PS	10	99,000.00	9,90,000.00
3		RAMGARH PS	10	99,000.00	9,90,000.00
4		TARHASI PS	10	99,000.00	9,90,000.00
5		NAWAJAIPUR PS	10	99,000.00	9,90,000.00
		Total	50		49,50,000.00

[Handwritten signatures]

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3rd Floor, S.L.D.C. Building, Kusai Colony, Doranda, Ranchi - 834002
Website : www.jreda.com, e-mail : info@jreda.com
Ph. : 0651-2491161, Fax : 0651-2491165

The above price is inclusive of all taxes & duties. The Price also includes charges towards site survey and layout planning packing, forwarding, transportation, insurance, handling, installation & commissioning and freight FOR destination/Site. All applicable charges for taking necessary clearance such as commercial tax, road permit etc. wherever required are also included in the scope. Contract Price shall remain firm and binding and shall not be subject to any variation, whatsoever, on any account.

The actual capacity of plant size may vary as per the actual requirement of building based on PFR/DPR.

3.0 SECURITY DEPOSIT& PERFORMANCE GUARANTEE:

- a. You have to submit Security Deposit @ 1% of the work order value in the form of Demand Draft /Bank Guarantee valid for one year on or before 15 days from issuing work order. The Security Deposit shall be submitted in the form of Demand Draft/Bank Guarantee in favour of "Director, JREDA" payable at Ranchi from any Indian Nationalized Bank/Scheduled Bank. If Demand Draft/Bank Guarantee will not be submitted within stipulated period from the date of issue of work order, then JREDA shall cancel the work order and forfeit EMD. The Security Deposit shall be released after expiry of 60 days from the actual date of successful Installation & Commissioning of Grid connected Rooftop SPV Power Plants.
- b. You have to submit Performance Guarantee @2.5% of the work order value in the form of Demand Draft/Bank Guarantee valid for five years on or before release of payment of installation & commissioning. The Performance Guarantee shall be submitted in the form of Demand Draft/Bank Guarantee in favour of "Director, JREDA" payable at Ranchi from any Indian Nationalized Bank/Scheduled Bank.

4.0 AGREEMENT:

The Contractor shall enter into an agreement in the office of Director JREDA, Ranchi in prescribed format on non-judicial stamp paper of appropriate value after deposit of the security money within 15 days from date of issue of work order.

5.0 ENGINEER-IN-CHARGE:

Concerned Electrical Executive Engineer JREDA will be Engineer-In-Charge of the work. The contractor shall have to be in regular contact with the Engineer-In-Charge for successful execution of the project.

6.0 COMPLETION SCHEDULE:

The delivery of goods FOR destination in full and their installation & commissioning shall be completed within 3 (Three) months from date of issue of work order. The contractor has to adhere to following timelines for supply, installation & commissioning of Grid Connected Rooftop Solar Power Plant: -

Sr. No.	Particular	Timeline (in Days)
1	Letter of award	0 Day
2	Survey of Building and submission of report	15 Days
3	PDI Offer	30 Days
4	Material Dispatch	45 Days
5	Commissioning of Plant	75 Days
6	Installation of Net Meter	90 Days

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7.0 TECHNICAL SPECIFICATIONS:

Technical details of Grid connected Rooftop SPV Power Plants should be as per Technical Specifications enclosed as **Annexure-I**. Make of SPV Module, PCU and Battery should be as given below:

S. N	Particulars	Make
1	Solar Photo Voltaic Module	MNRE Approved
2	Power Conditioning Unit (PCU)	MNRE Approved
3	Battery	MNRE Approved

8.0 INSPECTION AND DISPATCH INSTRUCTIONS:

JREDA shall have access and right to inspect the works at any stage of the contract. All items/equipments shall be subject to pre-dispatch inspection by JREDA or its authorized representatives before their dispatch. The contractor will submit test report with regard to conformity to technical specifications confirming to relevant IEC/BIS for the items to be dispatched. The desired date of inspection shall be intimated to JREDA at least 10 days in advance to enable him to depute the technical officers for inspection. The inspection of complete system will be carried out at the works of manufacturer. No PDI shall be done at any site other than the concerned manufacturing site. In case the supplier is not the manufacturer, testing of SPV Module, PCU and Battery 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. However, equipments will be dispatched only after the receipt of "Dispatch Clearance" from JREDA after acceptance of test report. No consignment shall be dispatched without the receipt of dispatch clearance from JREDA. The site clearance for supply & installation will be arranged by JREDA. However, any other activity to carry at the site for setting up the plant will be done by the Contractor before dispatch clearance.

9.0 TERMS OF PAYMENT:

Subject to any deduction which JREDA may be authorized to make under this contract, the contractor shall be entitled for payment as follows:

- a. 60% of the Contract Price against supply and delivery of goods in full and in good condition as certified by Consignee and/or JREDA Officials after submission of following documents:
 - i. Original Commercial invoice raised from the State of Jharkhand for the supply made in triplicate (1+2).
 - ii. Copy of duly raised delivery challan/ transport challan/lorry receipt/Dispatch Clearance.
 - iii. Duly filled **Annexure-II** in three sets (one for Consignee record, one for JREDA HQ and one for Engineer-In-Charge of the work).
 - iv. Photographs of all the equipments (materials) at destination with signature & seal of Consignee/JREDA Officials. This record should be kept in the office of Engineer-In-Charge for verification.

- b. 30% of the Contract Price shall be paid against successful Installation, Testing & Commissioning after submission of following documents:
- i. Copy of Original Commercial invoice raised at the time of supply in triplicate.
 - ii. Duly filled **Annexure-III**.
 - iii. Certificate for minimum seven days of satisfactory performance including generation data with photographs of each installed Grid Connected Rooftop SPV Power Plant with GPS Co-ordinates in Soft copy.
- c. Rest 10% of the Contract Price shall be paid @2% of the Contract Price on completion of every one year period of the 5 year CMC period. This payment can also be released against submission of Bank Guarantee of equivalent value valid till CMC period of complete system. For this bidder has to submit a total of 5(five) nos. of Bank Guarantees of 2% value to the work order each having validity respectively for 1 year, 2 years, 3 years, 4 years and 5 years & 3 months. The Bank Guarantee shall be revoked by JREDA in case the Contractor fails to submit the CMC report in JREDA within one month of end of the respective quarters. The Payment shall be released after submission of following documents:
- i. Copy of Original Commercial invoice raised at the time of supply in triplicate.
 - ii. Submission of monthly reports of CMC undertaken by the contractor as per **Annexure-IV**.
 - iii. Submission of CPBG

All payment will be made after submission of bills by the contractor in triplicate and its verification by Engineer-In-Charge of the work & subject to availability of fund.

10.0 INCOME TAX & GST:

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

11.0 INSURANCE:

The supplier shall arrange for transit and erection insurance of the materials & equipments for setting up of Solar Photovoltaic System. In case of any theft or damage of equipment during erection period the same will be responsibility of supplier to get it rectify at their own cost.

12.0 FIVE YEARS COMPREHENSIVE MAINTENANCE CONTRACT & OPERATION:

- a. The Grid connected Solar Photovoltaic Solar Power Plants contract price includes the provision of 5 years mandatory Comprehensive Maintenance Contract (CMC). To ensure long term sustainability of the system, the contractor should provide his representative's name, full address, mobile number and photographs to JREDA with one hard copy. You have to ensure successful operation of Grid connected Rooftop SPV Power Plants for which you have to depute one Technician for every 50 kWp system or part thereof. For below 50 kWp system you have to provide one Technician for the cumulative capacity of 50 kWp at one of the installed site. However, for above 50 kWp Plant the agency has to depute required technicians at site for 24x7 manning, operation and maintenance of the system.



- b. **Comprehensive Maintenance Contract** shall include ensuring servicing & replacement guarantee for parts and components (such as Battery, Electronics, Inverter, PV Modules and other hardware) of SPV SPP for five years from the date of installation. However, PV modules should be warranted for Twenty-five (25) years. Battery should be warranted for a minimum life of 5 years. The date of CMC shall begin on the date of actual commissioning of Grid connected Rooftop SPV Power Plants. It is mandatory for the contractor to carry out CMC regularly and submit report to JREDA monthly in the prescribed format. CMC documents should be certified by Consignee/ building in charge.
- c. **Preventive/Routine Maintenance** shall be done by the contractor at least once in every month and shall include activities such as, cleaning and checking the health of the SPV system, cleaning of module surface, tightening of all electrical connections, regular checks to identify any leakage of electricity, 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 Solar Photovoltaic Power Plant. The maintenance record should be kept properly and to be submitted at JREDA office time to time in **Annexure-IV**. CMC documents should be certified by consignee/building in charge.
- d. **Breakdown/Corrective Maintenance:** Whenever a complaint is lodged by the user, the Contractor shall attend the same immediately. It is clarified that effective CMC means that, the Contractor should ensure 24 hours smooth working of all the Grid connected Rooftop SPV Power Plants throughout the CMC period and therefore, if any complaint regarding system service is found by the JREDA officials and if the Contractor does not attend the rectification of any such defects within three days of communication of such complaint to the Contractor, the Contractor will be liable for a penalty of Rs. 100/- per day beyond three days of reporting of such complaint. Further if the outage of the plant is more than 30 days continuously, then the 50% PBG amount shall be encashed by JREDA and if the outage is exceeding more than 60 days than complete PBG amount shall be encashed by JREDA. This will be applicable till 5 years of O&M.

13.0 FORCE MAJEURE CONDITIONS:

In the event of either party being rendered unable by force majeure conditions to perform any obligation required to be performed by them under this order, relative obligation of the party affected by such force majeure conditions shall be treated as suspended during that period of force majeure condition.

The term force majeure shall have herein mean riots (other than among the contractor's employee), civil commotion, war (whether declared or not), invasion, act of foreign enemies, hostilities, rebellion, insurrection, military coup to usurp power, act of god such as earthquake, lightening, floods, fires not caused by contractor's negligence and other cause which the contractor has no control and accepted as such by the Director, JREDA, whose decision shall be final and binding.

If the work is suspended by force majeure conditions lasting for more than 45 days, the purchasers JREDA shall have the option of canceling this contract in whole or part thereof, at its discretion. The contractor shall not claim for compensation for force majeure conditions.

14.0 COMPLIANCE WITH REGULATIONS:

You have to comply with all applicable laws or ordinances, codes, approved standards, rules and regulations and shall arrange all necessary municipal and/or other statutory bodies and government permits & licenses etc. at your own cost. The contractor shall leave the purchaser i.e. JREDA harmless as a result of



any infractions thereof. You have to follow all prevalent rules, regulations regarding payments to the persons engaged in the work.

15.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION & CMC:

If you fail in the compliance 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 by JREDA and/or to fulfill your obligations in time under the contract, you will be liable to pay the penalty to JREDA @0.5% per week maximum up to 10% of work value delayed beyond contract period. The same will be applicable if monthly CMC report will not be submitted within a week of due date.

16.0 RISK & COST:

If you fail to complete the awarded work or any part thereof as per terms of order, then JREDA will be at liberty to cancel the said work order and will get the full or part of left over work completed by way of engaging alternate contractor at your risk & cost. Also, JREDA may take other appropriate action for non-compliance of the order. During the contract period if any type of accident/damage of equipment or manpower occurs the contractor will only be responsible for that & in no case JREDA shall be accountable in such case.

17.0 CANCELLATION OF ORDER:

JREDA will be at liberty to terminate in part or full the awarded contract or blacklisting the contractor without prejudicing its rights and affecting the obligations of the Contractor by giving 15 (Fifteen) days notice in writing in the following events:

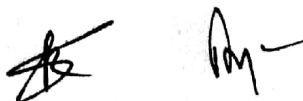
- a. If the contractor/supplier is found defaulter for delayed supply, installation & commissioning or failure to deliver satisfactory performance or supply of substandard materials. Then with cancellation of order, Security deposit will be forfeited and contractor/supplier will be blacklisted from taking part in bids invited by JREDA.
- b. If the contractor/supplier fails to comply with the provision(s) of the contract including the responsibilities to fulfill the 5 years CMC as per the provisions mentioned.
- c. If the contractor/supplier is involved in any action of moral turpitude.
- d. If any of the documents submitted by bidder found out to be fake or incorrect in that JREDA has right to blacklist the company from future tenders and also cancel the work order.

Other terms & conditions enumerated in the said JREDA NIB No. 11/JREDA/GCRT/EMP/PRICE/2018-19 will be the integral part of this contract.

18.0 SUB-LETTING:

In no case sub-letting of the contract will be allowed. If the contractor contravenes this condition, JREDA reserves the right to reject the equipment/work contract and procure the same from elsewhere at contractor's risk and cost.

19.0 CONSIGNEE:



Concerned Building In charge or his authorized representatives will be the consignee of the said project who will take over the system and provide required space & room for installation & commissioning of Grid connected Rooftop SPV Power Plants. JREDA will co-ordinate in successful execution of the project.

0.0 COMPLETENESS OF WORK:

All fittings, assemblies, accessories, hardware items, civil & electrical works including cabling, wiring etc. & safety and protection devices as required shall be deemed to have been included in the work, whether such items are specifically mentioned or not. The contractor shall train the users for the operation & maintenance of the plant.

21.0 JURISDICTION OF THE COURT:

Any dispute between the Contractor and JREDA in respect of this contract shall be settled in the Court at Ranchi, Jharkhand only.


22.0 ACKNOWLEDGEMENT:

Please acknowledge receipt of this work order and confirm your acceptance. This work order is subject to verification of related Bank Guarantees submitted by the contractor and all documents which is uploaded along with Bid.

Encl: Annexure- I, II, III & IV.

Yours faithfully




24.12.2018
(Niranjan Kumar)
Director, JREDA