

TENDER NO. HAREDA/2009-10/SPV/HLS-III/

DNIT

**FOR SUPPLY OF
SPV HOME LIGHTING SYSTEMS (MODEL-III)**

IN

HARYANA

HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY(HAREDA)

(DEPARTMENT OF RENEWABLE ENERGY, HARYANA)

SCO NO. 48,SECTOR-26, CHANDIGARH-160019

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TENDER FORM NO : HAREDA/2009/HLS/

ISSUED TO : M/s _____

TENDER FEE DETAILS : Cash vide receipt no. _____ dt. _____
(Rs. 1,000/-) DD No. _____ Bank _____

LAST DATE FOR SALE OF TENDERS : Upto 12.00 Noon on 25.11.2009

LAST DATE FOR SUBMISSION OF TENDERS : Upto 3.00 Noon on 26.11.2009

OPENING OF TECHNICAL AND COMMERCIAL BID : At 4.00 PM on 26.11.2009

OPENING OF PRICE PART BID : At on.....

HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY (HAREDA)

DNIT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF SPV HOME LIGHTING SYSTEMS MODEL-III

1. SCOPE OF WORK

Supply, installation and commissioning of 2500 nos. of SPV Home Lighting Systems (Model-III) with two years warranty of complete system with three years CMC after the expiry of two year warranty. This is a tentative requirement. This may increase or decrease depending upon actual requirement under the scheme.

2. SPECIFICATIONS OF SYSTEM

The specifications of the SPV Home Lighting System (Model-III) are enclosed as Annexure-I.

3. ELIGIBLE SUPPLIERS

- (i) Suppliers having valid test reports issued by Solar Energy Centre, MNRE, Govt. of India, ERTL, Kolkata or CPRI, Bangalore as per the administrative approval No.32/01/2009-10/PVSE dated 10.7.2009 of MNRE, Govt. of India shall be eligible.
- (ii) The tenderer should have supplied at least 500 SPV Home Lighting Systems during the last three years i.e. 2006-07, 2007-08 & 2008-09 to any State Nodal Agency / Govt. Department
- (iii) Tenders received without test certificate will be rejected outright and no correspondence will be entertained in this regard.
- (iv) The tenderer submitting the offer as authorised representative of a manufacturer shall submit letter of authorisation from the manufacturer which meets the stipulated eligibility and qualification requirement along with power of attorney of authorised signatory of such authorisation.
- (v) In case of new supplier/ manufacturer(who has not supplied the system to any state nodal agency under MNRE ,GOI programme so far), in order to encourage them, the trial order up to a maximum limit of 10% of the total tendered quantity may be considered provided the firm is found technically and financially competitive.
- (vi) The supplier should have total turnover of Rs.50.00 lacs during the year 2006-07, 2007-08 & 2008-09. Balance sheet or certificate from Chartered Accountant of the last three years be enclosed with the offer. This condition will however not be applicable in case of new supplier for consideration of 10% trial order.
- (vii) The tenderer should not have been blacklisted or debarred by any Central/ State/ Public Agency from carrying out similar business during the last three financial years i.e. 2006-07, 2007-08 & 2008-09.

4. EARNEST MONEY DEPOSIT

- (i) The tender should be accompanied with earnest money for the value of Rs.6,00,000/- (Rupees six lacs only) in the form of demand draft in favour of Director, HAREDA payable at Chandigarh.
- (ii) The offers without EMD will be rejected without assigning any reason as being non-responsive.
- (iii) EMD of unsuccessful tender shall be returned after award of the contract /order. No interest will be paid on the earnest money.
- (iv) Request for waiver of EMD from any bidder whether Government/ Central Public Sector Undertaking or otherwise, will not be entertained.

5. **PAYMENT TERMS**

a) **System cost**

- (i) 25% advance against bank guarantee of equivalent amount valid for six months;
 - (ii) 60% on supply, installation and commissioning of the devices supported with JCR duly verified by P.O/ A.P.O of the concerned district;
 - (iii) 15% after 45 days from the date of commissioning (against bank guarantee valid for five years from commissioning of the devices).
- b) **CMC(after 2 years warranty)- after ascertaining the functionality of the system and satisfactory performance**
- i) 33% after completion of one year CMC
 - ii) 33% after completion of second year CMC
 - iii) 34% after completion of third year CMC

6. **SECURITY DEPOSIT**

The EMD of successful bidder will be kept as security till the successful installation and commissioning of the systems. It will be released after submission of 15% performance bank guarantee as per clause-5 (iii).

7. **VALIDITY OF BID**

The bids shall be valid for a period of 180 days from the date of opening of tender.

8. **COMPREHENSIVE MAINTENANCE CONTRACT**

The systems shall be governed by 3 years Comprehensive Maintenance Contract (CMC) after the expiry of two years guarantee. The maintenance service provided shall ensure proper functioning of the system. All preventive/ routine maintenance and breakdown / corrective maintenance required for ensuring maximum uptime shall have to be provided. During the CMC period batteries, modules, luminaire and other parts of the systems shall be repaired / replaced by the supplier on its own cost.

- (i) **Preventive/ Routine Maintenance** : This shall be done by the company at least once every six month 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.
- (ii) **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 seven days from the date of complaint.

9. **TIME SCHEDULE, PENALTY/LIQUIDATED DAMAGES**

These systems are to be supplied, installed and commissioned within three months time from the date of issue of work order.

The time for and date of delivery or dispatch stipulated in the supply order shall be deemed to be the essence of the contract, and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of the stores supplied. In case of non-payment of the contractor,

recovery will be made from his bills or amount of Earnest money or security deposited with Director, HAREDA, provide also that :

- (a) No recovery of penalty will be made if the Indenting officer accepts the delayed supplies by extending the delivery period up to two weeks by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to the Government.
 - (b) Whether the delay on the part of the supplier is of more than two weeks, the matter for extension of delivery period will be referred by the Indenting Officer to the Director, HAREDA with a certificate that there are genuine reasons for delay on the part of the supplier and no loss will result to the Government. In case extension in delivery period is allowed the case will be decided on merits by the Director, HAREDA. The extension allowed by the Director, HAREDA to the extent of purchasing powers delegated to him. In case the delivery period is amended, no penalty for supplies made during the extended period will be recovered from the supplier.
 - (c) On the failure of the suppliers to make supply within the extended period or otherwise and the receipt of such information in the office of the Director, HAREDA, risk purchase at the cost of the supplier will be made by the Director, HAREDA within two months of the expiry of stipulated delivery period by inviting short terms quotations from the Registered and other known suppliers. The difference of excess cost thus, incurred will be recovered from the supplier from his pending bills, earnest money or security whichever is available. This procedure will be adopted after serving a registered notice to the supplier to supply stores within 15 days.
 - (d) On the failure of the suppliers to make supply within the extended period or otherwise and the receipt of such information in the office of the Director, HAREDA, risk purchase at the cost of the supplier will be made by the Director, HAREDA within 2 months of the expiry of stipulated delivery period by inviting short terms quotations from the Registered and other known suppliers. The difference of excess cost thus, incurred will be recovered from the supplier from his pending bills, earnest money or security whichever is available. This procedure will be adopted after serving a registered notice to the supplier to supply stores within 15 days.
- (ii) The Contractor shall not;
 - (a) assign or sublet the contract without written approval of the officer sanctioning the contract.
 - (b) disclose details of the conditions governing this contract to unauthorized persons (Indenting against this contract is permissible only for the bonafide use of Governments departments and quasi public and not for private parties or for the private use of the Government officers).
 - (iii) In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of the contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting/ or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract, or if the contractor or his agents or servants being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person of persons, office or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency

proceedings or make any composition with his/ their creditors or attempts to do so then without prejudice to Government rights and remedies otherwise, **HAREDA/ Government shall be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Government's stocks or otherwise at the contractor's risk and at the absolute discretion of the Director, HAREDA** as regards the manner, place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by Government thereunder and in cases where issues in replacement are made from Government's stocks or supplies, the cost of value of stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may accrue to Government.

10. **ARBITRATION**

- (i) If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part thereof, or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is herein before provided for and has been so decided, every such matter, including whether its decision has been otherwise provided for and or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or in part and as regards the rights and obligations of the parties as a result of such termination, shall be referred for arbitration to any officer appointed by HAREDA and his decision shall be final and binding and where the matter involves a claim the amount, if any awarded, in such arbitration, shall be recoverable in respect of the matter so referred.
- (ii) The arbitration proceedings are governed by the provisions of Indian Arbitration Act.
- (iii) The Arbitration proceedings can be initiated either by the contractor or by Government whenever there is a dispute, regarding the subject matter of the contract, its terms and conditions, interpretation and meaning of the terms of the contract etc. or the nature of purchase, specifications of stores, their quantity, price, delivery period and other rights and liabilities of both the parties arising out of the contract.
- (iv) **Notice of Arbitration**
 - (a) Whenever there is dispute, either party is required to give the other party, a notice of its intention to refer the case to the Arbitration specifying the exact nature of dispute seeking the consent of other party to refer the matter for Arbitration. This is necessary because if arbitrator is appointed without obtaining the consent of the other party, then the reference becomes unilateral and other party can get it set aside from court.
 - (b) In case the other party fails to give consent to refer the matter for arbitration, then it is open to the party to move the Civil Court for obtaining the orders of the court for the appointment of an arbitrator under Section 20 of the Indian Arbitration Act.

(v) **Appointment of Arbitrator**

IN the event of any dispute arising out of the contract, the aggrieved party approaches the second party for referring the matter to arbitration. In case the second party agrees, a request is made to the Government for appointment of any officer of Haryana Govt. as Arbitrator out of a panel of officers already approved. In case the second party does not agree, an application under Section 20 of the Indian Arbitration Act is made by the aggrieved party in the Court of Senior Sub Judge at Chandigarh or in the Court of competent jurisdiction elsewhere for the appointment of an arbitrator. It is important to note that reference for the appointment of an arbitrator can be made to Court within 3 years of dispute. Otherwise, the application becomes time barred. Further proceedings are taken only on the basis of the orders of the Court.

(vi-a) As soon as Govt. orders are received in this behalf, the case file is passed on to the legal cell of the Directorate by the purchase section concerned. The purchase section will also send a brief history of the case and the details of the dispute involved to the legal cell. The following information in brief is to be supplied by the purchase section to the legal cell:

- (1) The brief history of the case
- (2) No. and date of acceptance of tender
- (3) Name and full address of the contractor
- (4) Nomenclature of the stores ordered in acceptance of tender
- (5) Name of the Indenting Department
- (6) Name and full address of the consignee
- (7) Valuation of the claim
- (8) Officers/ officials who are conversant with the case and would be able to give evidence in support of Govt. claim.

(b) The purchase Section will collect all the documents that will be required for the conduct of arbitration proceedings. The documents are to be collected not only from this Directorate but also from the consignee. This section will also obtain complete information regarding payment made against the contract and balance of the outstanding payment. The Legal Cell prepare the details of all counter claims which are to be made against the contractor. The officer concerned of the purchase section will assist the legal cell in these matters. The purchase section will also supply a list of officers who dealt with the case at every stage and whose Government may be required at any stage for evidence. It will be the responsibility of the purchase section to arrange for the presence of the witnesses to give evidence on behalf of the Government, wherever necessary.

(c) In case the file of purchase section relating to the dispute is not free, the purchase section should supply such extracts, including a copy of acceptance and other necessary documents, as it may find necessary for conducting the case.

(d) Legal Cell will be completely responsible for watching the progress of each case and for production of evidence and to see that the case is successfully conducted before the Arbitrator. It shall be fully assisted by the officials of the purchase section in this behalf.

(vii) Examination of the claims filed by the contractor before Arbitrator should be undertaken and written statement on behalf of the Directorate should be prepared as soon as a copy of the claim filed by the contractor before the

Arbitrator is received. The legal cell will prepare draft written statement on behalf of the Department to be filed before the arbitrator. The draft statement shall be shown to the Branch Officer of the Purchase Section concerned and got approved from the Director, HAREDA before being finally got typed for filing before the Arbitrator. The written statement should be got duly signed and verified by the officers dealing with the contract.

(viii) **Arbitration Proceedings**

The Arbitrator issues a notice to both the parties concerned with the dispute and fixes a date of hearing. After the first date the arbitrator gives time for the filing of claims and counter claims. Thereafter, both the parties are afforded an opportunity to lead oral and documentary evidence in support of their claims. After the evidence has been completed, the arguments are heard by the arbitrator from both sides. It is always safe to file written arguments with the Arbitrator. The Authorised representative conducts the case before the arbitrator and the dealing assistants concerned are duty bound to assist him in the arbitration proceedings in all possible manner. The authorized representative should make it a point to appear before the Arbitrator and request for adjournment and bring the proceedings to the notice of the Director.

(ix) **Time limit within which Arbitrator is to give his Award**

As per Schedule 1 clause 3 of the Indian Arbitration Act the proceedings are required to be completed by the Arbitrator within four months of the starting of the arbitration proceedings. This period is counted from the date of first hearing. Where it is not possible for the Arbitrator to give his award within this prescribed period, both the parties must agree for the extension of time before the arbitrator by mutual consent and on such mutual consent being filed before the arbitrator, he passes orders of extension. However, if one of the parties does not agree to the extension of time limit, then the application for the extension of time limit has to be filed before the court by the claimant party or in the case where counter claim is filed by the Govt. or contractor, then that party can also move such application for extension of time limit.

(x) **Arbitrator's Award**

On receipt of award in the Directorate, the Director will move the competent court to direct the Arbitrator to file the same in the court for being made a rule of court because unless the award is made a rule of court, it is not enforceable. The time limit for moving the application in the Court for this purpose is 30 days from the date of receipt of award in the Directorate. The Arbitrator can also file award in the Court suo-moto for that no limitation is prescribed. When the award is in favour of the Government, prompt action should be taken to move the court for directing the arbitrator to file the award in the Court. If, the award is not in favour of the Government, the Directorate should file its objections within 30 days of receipt of notice from the Court.

(xi) **Recovery proceedings of the Award Amount**

As soon as the award has been made rule of the Court, the purchase section concerned shall serve a demand notice to the contractor for payment of the awarded amount. The purchase section shall simultaneously explore the possibility of effecting recovery in full or part, of the awarded amount, from any pending bills of the contractor. In case payment is not made by the contractor within 30 days of the demand notice, steps should be taken to have the recovery

effected by getting decree executed. Legal Cell shall maintain a record of decrees which are to be got executed on the basis of award amount.

- (xii) The legal cell shall maintain a record regarding arbitration cases as follows:
 - (1) The register showing the arbitration cases moved for the arbitration.
 - (2) Separate file in respect of each arbitration case
 - (3) A record for the pending amount awarded and the decrees pending execution of the awarded amount.
- (xiii-a) After the life of the decree has run out or if at an earlier stage it becomes apparent that recovery is not possible and it is considered no use pursuing the matter of recovery any further, the purchase section will refer the matter to Govt. to seek orders whether or not the recovery proceedings be pursued further and whether or not the amount be written off. Such cases, of course, are rare and should not be referral unless the period of limitation has expired. In all such proposals to the Government, it should be clearly mentioned that the Directorate have taken all possible steps to recover the Government dues, and the reasons why the case be not pursued should be given in detail.
- (b) Under the Indian Limitation Act, 1963, an application for execution of a decree or order of any Civil Court must be made within 12 years of the date when the decree or order becomes enforceable and where the decree or any subsequent order directs any payment of money or the delivery of any property to be made at a certain date or a recurring periods, application for execution must be made within 12 years of the date when default in making the payment or delivery in respect of which execution is sought takes place. This provision should be kept in view.
- (xiv) In case there is a dispute but the contractor instead of taking the dispute to the arbitration files a Civil suit in Court, the department should file an application under section 34 of the Arbitration Act requesting the Court that there is an arbitration clause in the agreement and the suit is not maintainable. The objection should be file before filing any written statement in the Court. When the objections are not sustained, the case will have to be defended like any other legal proceedings, the procedure for which has been mentioned.

Legal Proceedings

- (xv) All legal notices served on the Government regarding contracts for HAREDA stores are dealt with in HAREDA and not by I.O. consignee.
- (xvi) Immediately on the receipt of a notice that a case has been initiated in the court or an award has been filed by the Arbitrator in the Court, the HAREDA shall immediately move the Govt. for obtaining sanction to defend the case and issue directions to the Assistant District Attorney of the district concerned to defend the case. This should be done promptly so as to receive the sanction and have the directions issues before the first hearing of the case. In case the time is very short, the District Attorney concerned can be contacted directly with a request to defend the case pending issue of the directions by the Government.
- (xvii) **Plaint, written statement and Rejoinder**
 - (a) Normally, a copy of plaint is supplied by the court with the notice. In case it has not been supplied or is not legible, it should be obtained and a written statement should be prepared by the legal cell in consultation with the purchase section and

should be got approved from the Director. If the other party files a reply, rejoinder should also be filed.

- (b) In case there are any preliminary objections regarding limitation, jurisdiction, defect in plaint etc. these should be filed before filing written statement.

(xviii) **Framing of issues**

After the written statement, reply and rejoinder have been filed, the Court frames issues for determination.

(xix) **Evidence**

After the issues have been framed, oral and documentary evidence is led before the Court by both the parties. Evidence of the officers or persons conversant with the matter or the experts having special knowledge about the matter under issue, should be led in support of court case. The department should lead the evidence promptly and Assistant District Attorney should see that the case does not go by default or costs are not awarded by the court as a result of not producing evidence. The purchase section should see that all records relating to the case whether pertaining to HAREDA or to be obtained from I.O, or other Departments are obtained and made available to the District Attorney. Similarly, all officials who have dealt with the case at any stage and whose evidence is required by the Court should be made available.

(xx) **Arguments**

After the evidence has been completed by both the parties, and the arguments are heard, the Assistant District Attorney should see that the District Attorney concerned is fully briefed on all points so as to enable him to conduct the arguments effectively.

(xxi) **Judgment**

On the receipt of a copy of judgment from the Court, the following action should be taken promptly by legal cell:

- (1) If it is against the HAREDA, the comments of the legal representative of HAREDA along with a copy of the judgment should be obtained and if advised, appeal should be filed within the period of limitation.
- (2) If the judgment is in the favour of the Department, execution proceedings should be initiated and followed up. IN case other party files an appeal it should be contested under the orders of the Government and directions to the concerned District Attorney or Advocate General be got issued from the L.R. promptly.
- (3) In several cases, the judgment debtors reside outside the State of Haryana. In all such cases, it is necessary to obtain a Transfer Certificate i.e. order for transferring the decree for satisfaction to the Court in whose jurisdiction the judgment in the court of Senior Sub Judge through District Attorney. After the receipt of certificate, the District Attorney sends it to the L.R. for further action. On receipt of transfer certificate the L.R. writes to the concerned Court (in case the party resides outside the State of Haryana) or concerned Deputy Commission (in case the party resides in Haryana) to file execution application and realize the amount. The HAREDA is required to give full assistance to the Counsel conducting the execution proceedings. HAREDA is also required to furnish list of property to be attached in execution proceedings. In all such

cases, the HAREDA should take up the matter for ascertaining the details of property of the judgment debtor as follows:

- (i) With the State Government concerned through Home Department, Government of Haryana in case the judgment debtor is located outside the Haryana State.
- (ii) With the General Manager, District Industries Centre (in the case of manufacturer) or with Deputy Commissioner concerned (in other cases) where he is located within Haryana.

11. INSPECTION OF MATERIAL

The material will be despatched by the supplier after inspection by the Director, HAREDA or his representative at his premises and or at site acceptance of the same. The supplier shall provide without any extra charge, all materials, tools, testing equipments, labour and assistance of every kind which the inspecting officer may consider necessary for any test or examination which he may require to be made on the supplier premises.

12. SUBMISSION OF TENDER

- i) Sealed tender should be submitted in two parts i.e. Part-I (technical and commercial) in the Annexure-II and part-II (price part) in the Annexure-III. The firm should submit their offers in two separate sealed envelopes, marked on one envelop as "Part-I "Technical and Commercial Part" and on other envelope as " Part-II: Price Part". These envelopes should again be sealed in a covering envelope alongwith forwarding letter, superscribed on top with "Offer for supply of SPV Home Lighting System (Model-III)
- ii) Offer should be addressed to Director, HAREDA by designation not by name.
- iii) HAREDA shall resume no responsibility for misplacement or pre-mature opening of any part of tender, in case of above instructions or not complied by the tenderer.
- iv) Any offer received after the deadline for submission of offers shall be rejected and returned unopened to the tenderer.
- v) All the pages of tender documents, technical specifications, bids, supporting documents etc. shall be duly signed by the authorised signatory and company seal should be affixed or each page. Any part of the tender which is not specifically signed by the authorised signatory and not affixed with company seal shall not be considered for the purpose of evaluation.
- vi) The offers should be signed and sealed by the tenderer or his authorised representative. The names and designation of all persons signing shall be typed or printed below the signature.
- vii) Failure of furnish all information and documentary evidence as stipulated in the tender document or submission of an offer i.e. not substantially responsive to the tender document in all respects shall be summarily rejected.

13. DOCUMENTS TO BE ENCLOSED WITH THE OFFER

Part-I & Part-II of the tender should comprise the following documents:

i) Technical & commercial Part-I

The technical & commercial Part: Part-I of tender shall be offered and furnished complete in all respect in Annexure-II were along with following documents:

- a) Forwarding letter in Proforma-I
- b) Minimum eligibility condition-qualification in Proforma-II
- c) Certified copies of upto date Income Tax Clearance Certificate
- d) Photocopy of partnership deed in case of partnership firm
- e) Power of attorney for authorised signatory in case of companies
- f) Details of past experience against supply made to different state nodal agencies in Proforma-III.
- g) Photocopies of certificate of satisfactory performance of system supplied to state nodal agencies/Govt. departments along with copy of purchase order.
- h) Test reports issued by Solar Energy Centre, MNRE, Govt. of India, ERTL, Kolkata or CPRI, Bangalore as per the administrative approval No.32/01/2009-10/PVSE dated 10.7.2009 of MNRE, Govt. of India.
- i) Earnest money deposit
- j) Tender fee of Rs.1000/- in form of demand draft in favour of Director, HAREDA, in case the tender is downloaded from the web-site.

ii) Price part: Part-II

- a) The price of solar home lighting system in full and complete set including all parts inclusive of supply, installation, commissioning, packaging, transportation, FOR , all taxes &levies, octroi, VAT etc. should be quoted in Annexure-III (price part).
- b) Price shall remain firm and fixed. Price variation clause is not acceptable.
- c) Any conditional discounts on the prices offered will not be entertained / considered.

14. OPENING AND EVALUATION OFFERS

- (i) Part-I: Commercial & Technical part will be opened on 26.11.2009 at 4.00 PM at the office of Director, HAREDA at SCO-48, Sector-26, Chandigarh in the presence of tenderers of their authorised representative who chose to attend the meeting.
- (ii) HAREDA, if required, may at its discretion obtained clarifications on offer by requesting such clarifications from any or all the tenderers. Such requests for clarification and the response shall be in writing.
- (iii) The Part-II: Price part of only those tenderers, whose offer the technically and commercially acceptable after evaluation of the technical and commercial part will be opened. The date to open the price part will be informed separately.

14. OTHER TERMS AND CONDITIONS

- (i) The make and serial number of PV module used with the SPV system must be recorded by the manufacturer in a permanent manner on the body of system along with the serial number and year of manufacture of that SPV system. This will ensure matching of the module with the rest of the system components and also enable verification with the sale/ supply records.
- (ii) The manufacturers of SPV systems should issue excise gate pass for the products sold under the subsidy Programme so that sale of product can be independently verified. In case a manufacturing unit is fully exempt from excise in that case the concerned manufacturer will submit a declaration to the concerned state agency in that regard.

Further, he is required to get a certificate from the excise department stating that the unit is fully exempt from excise and a copy of the excise certificate may be submitted to the state agency. In all other cases, excise gate pass / challan is necessary.

- (iii) The eligible manufacturer who will be able to secure order of solar system from SNAs will be required to set up at least one service centre for every 500 systems or a part supplied by them in Haryana State.
- (iv) The offer shall be submitted on original tender form issued by this office, conditional tender and tender not accompanied by EMD shall not be accepted.
- (v) The rates quoted should be FOR inclusive of all taxes, octroi, VAT etc.
- (vi) In the event of bid being submitted for a firm, it must be signed separately by each members thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorising him to do so. In case of a company, the quotation should be executed in the manner laid down in the said Companies Article of Association. The signature on the quotation should be deemed to be authorised signatures.
- (vii) All columns of the technical and financial bid shall be duly filled in, the rates shall not be overwritten and be both in figures and words.
- (viii) All corrections must be signed by the tenderers.
- (ix) The rate contract finalized by HAREDA shall be valid for a period of one year from the date of its issue.
- (x) HAREDA reserves the right to distribute the order/place the order on more than one supplier/firm.
- (xi) The tenders shall be opened in the presence of the bidders who wish to be present at the time of opening of technical as well as financial bid.
- (xii) The offer shall be accompanied with a set of complete technical literature along with operation and maintenance manual in English or Hindi.
- (xiii) The offer shall be accompanied by the sample of the system (module luminaire, fan, battery and control electronics) as per the test report submitted. The offer received without sample will be rejected out rightly.
- (xiv) The firms which are not found eligible in the technical part of the bids and the eligible firms which are not at the level of L-1, L-2, L-3 of the financial part of the bids, may collect the sample within 15 days failing which HAREDA shall not be responsible for any loss/damage of the sample.
- (xv) The material shall be strictly as per the DNIT specifications, if there is any left out specification, the same shall be considered as per the MNRE specification changed by the Ministry from time to time.
- (xvi) The manufacturers for the supply of the systems must offered their rates including the provision for Comprehensive Maintenance Contract (CMC) for the SPV systems ordered, for a period of five years including warranty period.
- (xvii) Only those SPV Manufacturers in the country or their authorized representative are eligible, who manufacture at least one of the major item used in the lighting systems i.e.

PV Module or storage battery or electronics. In case, the offer is given by the authorized representative / dealer then the main manufacturer shall give an affidavit that in the event of finalization of work order in the favour their dealer, in case their dealer does not repair the system/ attend the complaint or replace the defective systems then it shall be binding on them to comply with all the terms and condition of the NIT / work order.

- (xviii) The test reports issued by the Solar Energy Centre / an approved Govt. Laboratory and submitted by the firms against the bid are for specific make / manufacturer / type / model no. and capacity under standard test conditions for PV module, storage battery, lamp etc. Therefore, the manufacturer are not allowed to change any of the items without prequalification of PV system afresh. Any deviation in the make of such components will not be allowed.
- (xix) Testing charges, if any, charged by the approved testing centre/ lab on the sample given for the checking of performance, will be borne by the firm.
- (xx) All disputes relating to this work shall be subject to the jurisdiction of Chandigarh and Director shall be the sole arbitrator.
- (xxi) The quantity of supply mentioned in the DNIT is tentative which can be increased or decreased.
- (xxii) The Director, HAREDA will have the right of rejecting all or any of the quotation without assigning reason thereof.
- (xxiii) The conditional tenders will not be accepted and will be outrightly rejected by Director, HAREDA.
- (xxiv) The firm should emboss the logo of HAREDA and print the matter "Promoted by HAREDA" on the system.
- (xxv) In case the tender is downloaded from the web-site, tender fee of Rs.1000/- in form of demand draft in favour of Director, HAREDA should be enclosed with the technical bid. The tenders without tender fee shall be rejected outrightly.

Read and accepted.

I/ We hereby quote to supply the goods and materials specified in the under written schedule in the manner in which and within the time specified as set forth in the conditions of contract at the rates given in the financial bid.

The conditions will be binding upon me / us in the event of acceptance of my / our tender.

I / We herewith enclose Earnest Money deposit of Rs..... (Rupees)
and should I / We fail to execute the work order released by HAREDA in case our bid is accepted, I / We hereby agree that the above sum of earnest money shall be forfeited by the Director, HAREDA.

(Signature of the authorised signatory)

Name:

Designation:

Company seal:

SPECIFICATIONS OF SPV HOME LIGHTING SYSTEM
(MODEL-III i.e. 1 LIGHT & 1 FAN)

I. PV MODULE (S)

- a) The PV module (s) shall contain mono/ multi crystalline silicon solar cells. It is preferable to have certificate for the supplied PV module as per IEC 61215 (revised) specifications or equivalent National or International Standards. In case if the supplied PV module is not a regular PV module of the manufacturer and does not have certificate as per IEC 61215 (revised) specifications, then, the manufacturer should have the required certification for at least one of their regular modules. Further, the manufacturer should certify that the supplied module is also manufactured using same material design and process similar to that of certified PV module.
- b) The power output of the module(s) under STC should be a **minimum** of 37 W.
- c) The operating voltage corresponding to the power output mentioned above should be 16.4 V.
- d) The open circuit voltage of the PV modules under STC should be at least 21.0 Volts.
- e) The terminal box on the module should have a provision for opening for replacing the cable, if required.
- f) A strip containing the following details should be laminated inside the module so as to be clearly visible from the front side:
 - a) Name of the Manufacturer or distinctive Logo
 - b) Model or Type No.
 - c) Serial No.
 - d) Year of make

II. LAMPS

- i) The lamps will be of compact fluorescent (CFL) type, either 4-Pin type, with ratings of 9 W or 11W with a suitable pre-heating circuit.
- ii) The light output from the lamp should be around 550+/-5% lumens (for 9 W CFL) and 850+/-5% lumens (for 11 W CFL). Also please see (iii) of VI given below.
- iii) The lamps should be housed in an assembly suitable for indoor use, with a reflector on its back. While fixing the assembly, the lamp should be held in a base up configuration.

III. FAN

The wattage of the fan should not be more than 20 watt and it should operate at 12 volt D.C.

IV. BATTERY

- i) The battery will be of flooded electrolyte type, positive tubular plate, low maintenance lead acid battery or Gel Type VRLA.

- ii) The battery will have a minimum rating of 12V, 40 Ah (at C/10) discharge rate.
- iii) 75% of the rated capacity of the battery should be between fully charged & load cut off conditions.

V. **ELECTRONICS**

- i) The inverter should be of quasi sine wave/sine wave type, with frequency in the range of 20-35 KHz. Half-wave operation is not acceptable.
- ii) The total electronic efficiency should be at least 80%.
- iii) No blackening or reduction in the lumen output by more than 10% should be observed after 1000 ON/OFF cycles (two minutes ON followed by four minutes OFF is one cycle).
- iv) The idle current consumption should not be more than 10mA.
- v) Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

VI. **ELECTRONIC PROTECTIONS**

- i) Adequate protection is to be incorporated under no load conditions, e.g. when the lamps are removed and the system is switched ON.
- ii) The system should have protection against battery overcharge and deep discharge conditions.
- iii) Fuses should be provided to protect against short circuit conditions.
- iv) A blocking diode, should be provided as part of the electronics, to prevent reverse flow of current through the PV module(s), in case such a diode is not provided with the PV module(s).
- v) Full protection against open circuit, accidental short circuit and reverse polarity should be provided.
- vi) Electronic should operate at 12 V and should have temperature compensation for proper charging of battery throughout the year.

VII. **MECHANICAL COMPONENTS**

- i) Metallic frame structure (with corrosion resistance paint) to be fixed on the roof of the house to hold the SPV module(s). The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that it can be installed at the specified tilt angle.
- ii) A vented metallic / plastic box with acid proof corrosion resistance paint for housing the storage battery indoors should be provided.

VIII. **OTHER FEATURES**

- i) The system should be provided with 2 LED indicators: a green light to indicate charging in progress and a red LED to indicate deep discharge condition of the battery. The green LED should glow only when the battery is actually being charged.
- ii) There will be a Name Plate on the system which will give:
 - a) Name of the Manufacturer or Distinctive Logo.
 - b) Serial Number

- iii) Components and parts used in solar home systems should conform to the latest BIS specifications, wherever such specifications are available and applicable.
- iv) The PV module(s) will be warranted for a minimum period of 15 years from the date of supply and the solar home system (including the battery) will be warranted for a period of two years from the date of supply.

The Warranty Card to be supplied with the system must contain the details of the system supplied, as per the guidelines of the MNRE, GOI. The manufacturer can also provide additional information about the system and conditions of warranty as necessary.

- v) Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.
- vi) An operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the solar home system.

The following minimum details must be provided in the Manual:

- a) About Photovoltaics
- b) About solar home system-its components and expected performance.
- c) About PV module.
- d) About CFL
- e) About battery
- f) Clear instructions about mounting of PV module(S).
- g) About electronics
- h) About charging and significance of indicators
- i) Dos and DON'T's.
- j) Clear instructions on regular maintenance and trouble shooting of solar home system.
- k) Name and Address of the person or service centre to be contacted in case of failure or complaint.

On the outer body of charge controller/ battery, the following instructions should be suitably displayed:

- i) d`i;k cSVjh ds Vjehuy ,d ckj eghus esa vo'; lkQ djsaA
- ii) d`i;k cSVjh dk ikuh eghusa esa ,d ckj vo'; pSd djsa A
- iii) jSsM bUMhdsVj ds tyus ij fILVe dk bLrseky rc rd uk djsa
tc rd charging ds ckn jSsM bUMhdsVj cUn uk gks tk;s A

IX) INSTALLATION INSTRUCTIONS

- a) The SPV module should be fixed on a rigid pole in case it is not possible for fixing on to the roof of the house. The pole should be of minimum 5 cm dia GI pipe of medium gauge.

- b) Adequate space should be provided behind the PV module/array for allowing unobstructed airflow for passive cooling.
- c) cable of appropriate size should be utilised to keep electrical losses to a bare minimum (e.g. length of the wire from module to charge controller and charge controller to load should be as minimum as possible).
- d) The battery should be located in a dry area with proper ventilation. Care should be taken to ensure that the battery is placed with appropriate levelling on a structurally sound surface.
- e) The control electronics should not be installed directly about the battery. All wiring should be in proper conduit or capping casing. Wire should not be hanging loose.
- X)** Any minor equipment and material may not be specifically mentioned in this specifications but are required to make the system complete in every respect in accordance with technical specification shall be deemed to have been covered under the scope of this specification and shall be provided by the tenderer/supplier within the quoted price.

PROFORMA-I

**Format for forwarding letter
(To be submitted by tenderers on the official letterhead of the company)**

No.

Dated:

To

The Director
Haryana Renewable Energy Development Agencies,
SCO-48, Sector-26, Chandigarh-160019

Subject:- **Offer in response to Notice Inviting Tender No. _____ for manufacturer, supply, installation, commissioning and comprehensive maintenance contract of SPV Home Lighting System Model-III.**

Sir,

We are hereby submitting our offer in compliance with terms and conditions of the Notice Inviting Tender No. _____. As specified, the offer has been submitting in two different envelopes duly marked and seal.

We also further declare:

- a) That we are submitting this offer under the above mentioned notice after having fully read and understood the nature of the work and having carefully noted all the specifications, terms and conditions laid down in the tender document.
- b) That we have never been debarred from executive similar type of work by any central/state/public sector undertakings/departments
- c) That we shall execute the offer work as per specifications, terms and conditions of the tender document.
- d) That our offer shall remain valid for placement of purchase order upto 180 days from the opening of bids.

Yours faithfully,

(Authorised signatory)

Name:

Designation:

Company seal:

PROFORMA-II

**Format for Confirmation of minimum eligibility condition
(To be submitted by tenderers on the official letterhead of the company)**

No.

Dated:

To

The Director
Haryana Renewable Energy Development Agencies,
SCO-48, Sector-26, Chandigarh-160019

Subject:- **Confirmation of minimum eligibility condition for Notice Inviting Tender No. _____ for manufacturer, supply, installation, commissioning and comprehensive maintenance contract of SPV Home Lighting System Model-III.**

Sir,

Having examined the tender document of NIT No. _____, we hereby confirm the following towards the minimum eligibility condition to participate in the tender of SPV home lighting systems Model-III.

i) We have valid test certificate from _____ tested during _____ for the SPV home lighting system Model-III and attested copy of the same is enclosed herewith.

ii) We confirm that we have supplied ____nos. of SPV home lighting systems to the various state nodal agencies/Govt. departments in the last three years. These systems have been working satisfactorily since supply. Certificate to this effect from the concerned state nodal agency and other organizations is enclosed.

Yours faithfully,

(Authorised signatory)

Name:

Designation:

Company seal:

PROFORMA-III

Information in support of meeting eligibility conditions

Details of orders received and executed by manufacturer/supplier for supply of SPV home lighting systems to different govt. organisations/state nodal agencies in the past:

Sr. No.	Name of agency /organisation	P.O. NO./date ordered Qty.	Name of model	Delivery schedule	Qty. supplied within delivery schedule	Qty. supplied after delivery schedule	Date of full supply
1	2	3	4	5	6	7	8`

- Note: (1) Attach photocopies of Purchase orders
(2) Attach photocopies of certificate of satisfactory performance issued by concerned Agency/Organisation

Signature of Authorised Signatory
Name _____
Designation _____
Company seal _____

(Separate sheet may be used for giving detailed information in seriatum duly signed. This tender proforma must be submitted duly signed in case separate sheet is submitted).

ANNEXURE-III

TECHNICAL BID FOR SUPPLY OF H.L.S.(MODEL-III)

1.	Name & address of the firm/supplier complete with telephone, fax nos. & E-mail etc.	
2.	Name & designation of the authorised signatory to whom reference shall be made	
3.	Present activities/business of the firm i. Module Manufacturer ii. BOS Manufacturer iii. other activities	
4.	Type of organisation - Sole proprietor - Partnership firm - Private Ltd. Company - Public Ltd. Company	
5.	Sale tax registration number	
6.	Detail of any existing service network in Haryana (name & address of service centre, year of opening)	
5.	EMD of Rs.	Attached/ not attached DD No. _____ dated _____ Bank _____ Payble at _____
6.	Approval of SPV Home Lighting System (Model-III) from MNRE/GOI approved test centre alongwith Proforma-II	Attached / not attached
7.	Annual turnover of the last three year i.e. (i) 2006-07 (ii) 2007-08 (iii) 2008-08	Rs..... Rs..... Rs.....
8.	Copies of work orders the last three years alongwith satisfactory completion certificate from the concerned agency in proforma –III	Attached / not attached

9.	Sample of the system	Attached / not attached
10.	Authority letter from company for signing the papers on behalf of company with seal	Attached / not attached

(Signatures of the authorised signatory)

Name:

Designation:

Company seal:

ANNEXURE-III

FINANCIAL BID FOR SUPPLY OF H.L.S.(MODEL-III)

1.	Description	Supply of SPV Home Lighting System (Model-III)
2.	Cost of each system FOR including transportation/ packaging/ installation/ commissioning inclusive of all taxes/ octroi/VAT etc. with two years warranty of systems	Rs. _____ (Rupees _____ _____)
3.	Three years Comprehensive Maintenance Contract (CMC) charges after the expiry of 2 years warranty.	Rs. _____ (Rupees _____ _____)
4.	Total cost (2 + 3)	Rs. _____ (Rupees _____ _____)
5.	Total capacity for supply and installation of systems per month	

(Signatures of the authorised signatory)
Name _____
Designation _____
Company seal