Letter No.:514/2008-09 Date:07/08/2008

To,

Sungrace Energy Solution Pvt. Ltd., 12-13-628, Nagarjuna Nagar, Taranaka, Hyderabad – 500017 Ph-040 27157893, 27154776 Fax- 040 27154776

Sub: Purchase Order for Supply of 1200 Wp Surface Solar Water Pump set (2 Nos.)

Ref: NIB No. JREDA/SPV/SWPS/01/2007-08 dated 20.02.08.

Dear Sir,

With reference to your offer against above NIB, JREDA (Jharkhand Renewable Energy Development Agency) is pleased to place order on you with the following details:

# 1.0 SCOPE OF WORK

The scope of work includes manufacture, supply, installation, testing, commissioning and 2 years CMC of Solar Photo-Voltaic submersible pump sets of 1200 Wp Surface Solar Water Pump set (2 Nos.) The details are as under.

SI. No.	Name of Place	Requirement of pump / Specification	Rate per unit
1	Simaldhab Kewat Tola R/W/S/S	1200 Wp Pump (Surface)	2,79,000/-
2	Labari Sirish Tola R/W/S/S	1200 Wp Pump (Surface)	2,79,000/-
		Total Cost	5,58,000/-

# 2.0 CONTRACT PRICE

The Unit/Total price of each Solar Photo-Voltaic submersible pump set is mentioned below:

Description	Qty offered	Price per unit (Rs.)	Total Price (Rs.)
1200 Wp surface	2	2,79,000/-	5,58,000/-
-		2,73,000/-	3,30,000/-
Total Contract Price in			F F8 000 /
Rupees. (figure)			5,58,000/-
Total Contract Price in	Rs. Five Lacs Fifty Eight Thousand only		
Rupees (Words)			-



- 2.1 The above prices are inclusive of excise duty, CST/ST/ Jharkhand VAT on finished items, Turn over Tax / Octroi, professional tax, entry tax etc. as applicable, alongwith inspection, packing, forwarding, transportation charges including transit insurance and freight for delivery on F.O.R. destination and installation & Commissioning as per clause 1.0. The contract Price also includes cost of performance testing and training.
- 2.2 The contract price includes cost of Submersible Solar Water Pump Sets 1200 Wp Surface in full and complete set including SPV module, & complete pumping set and other auxiliaries and mechanical components etc.
- 2.3 Contract Price shall remain firm and binding and shall not be subject to any variation, whatsoever, on any account except for statutory variation on taxes & duties during contractual completion period.
- 2.4 The Contract price includes and covers the cost of all royalty and fees for all articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the work, also all royalties, rents and other payments in connection with obtaining all the materials for the work and the supplier shall indemnify and keep indemnified the JREDA, which indemnity, the supplier hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies.
- 2.5 All applicable charges for taking statutory clearances, wherever necessary, is included in the contract price. The price shall also be inclusive of necessary charges towards supervision as applicable.

#### 3.0 DELIVERY SCHEDULE

The delivery of goods to F.O.R destination in full package/system, installation, commissioning and training shall be completed within **Forty Five (45) days** from the date of issue of Purchase Order.

# 4.0 TECHNICAL SPECIFICATIONS

As per NIB No. JREDA/SPV/SWPS/01/2007-08 Dt. 20.02.08.

#### 5.0 TERMS OF PAYMENT

The terms of Payment shall be as given below:

- a) Subject to deductions as per Clause 11, 95% of the contract price shall be paid subject to availability of fund with JREDA, against delivery & installation of Solar Pump Sets in full and good condition and on submission of following documents:-
  - Commercial Invoice in triplicate
  - Copy of receipted Delivery Challan/ transportation Challan/ Lorry receipt.
  - Pump Set Serial No., Module Serial No. along with Test Report, Battery No and make & year of manufacture, charge controller No. 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 Executive Engineer, PHED Department, Sahebganj.
- b) Balance 5 % shall be paid after completion of Warranty period of 2 Years as specified in clause 14 subject to deduction due to non-performance of the supplier during warranty period and submission of following documents:
  - Certificate of training and awareness programme
  - However, this 5% payment can be released against a Bank Guarantee (BG) from any Indian Nationalised Bank/ Scheduled Bank valid till warranty period of solar Pump set (i.e. 2 Years).
  - All payments shall be released by JREDA within 45 days subject to availability of funds with JREDA on submission of stipulated documents through account payee cheque issued in favour of the Supplier and payable at any Indian Nationalised / Scheduled Bank, Ranchi.

# 6.0 INSURANCE

The supplier shall arrange for transit and erection insurance of the materials & equipments for setting up of SPV Pump sets at his own cost

# 7.0 ASSIGNMENT/ SUB-LETTING

The contract shall not without the prior consent in writing of the purchase, assign or sublet or transfer his contract or a substantial part thereof provide that any such consent shall not relieve the contractor from any obligation, duly or responsibility under the contract.



#### 8.0 INSPECTION AND DESPATCH INSTRUCTIONS

8.1 The manufacturers test report will be submitted for equipments dispatched to the site for setting up of SPV Pumpset. Manufacturer's test report for items to be dispatched will be submitted to JREDA. JREDA reserves the right to get the equipment/material tested by the consultant.

### 9.0 PERFORMANCE GUARANTEE

The contract shall furnish Bank Guarantee from a Nationalized Bank/ Scheduled Bank for an amount equate to 5% of the order value against performance guarantee for the due & faithful performance of the agreement along with their terms and conditions.

On due completion of work in all respects the earnest money and all payments due will be returned to the contract, without any interest on presentation of an absolute 'No Demand Certificate' form JREDA, provided always that JREDA shall be entitled to retain, deduct, set off or adjust any claim against the contractor from the money deposited with or becoming payable to JREDA

#### 10.0 ROAD PERMIT

Road permits shall be issued to the bidders from registered office or manufacturing unit (as indicated in the bid) to the work place (site) in Jharkhand. Request for road permit from the place other than the above will not be entertained

# 11.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

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 JREDA as pre-agreed liquidated damages a sum equivalent to  $\frac{1}{2}$  % of total contract value per week of such delay or part thereof, subject to maximum of 5% of the total contract value. The liquidated damages for delayed completion shall be recovered from the supplier's bill or security deposit



## 12.0 COMPLIANCE WITH REGULATIONS

The contractor shall comply with all applicable laws or ordinances, codes approved standards, rules and regulations and shall procure all necessary municipal other statutory bodies and government permits & licenses etc. at his own cost. The contractor shall leave the purchaser and the Director, JREDA, harmless as a result of any infractions thereof.

## 13.0 AGREEMENT/ CONTRACT

The supplier have to enter into an agreement in the office of the Director, JREDA, in prescribed format before commencement of supply.

## 14.0 WARRANTY PERIOD

The manufacturer shall give guarantee for sustained performance of SPV pump sets for a period of 2 years, However the module shall be warranted for minimum period of 10 years.

#### 15.0 JREDA SPECIFICATION

The PV module of reputed make shall contain mono/poly crystalline silicon solar cells with efficiency 11-14% or more.

A strip containing the following details should be laminated inside the module

- Name of Manufacture or logo
- Serial No. of module & year of manufacture
- Monogram of JREDA with the following details translated in Hindi language shall be laminated in "Devnagri Script" on the left hand top corner in front of each PV module.
- ❖ Year 2007-08
- Not for sale or transfer
- Statutory action would be taken by JREDA, if it found sold/transferred under different section of IPC.
- Frame of each PV module shall be painted with golden yellow colour.

Metallic frame structure of M.S. Flat/Angle with corrosion resistant paint to hold SPV array. The frame structure shall have provisions to adjust its angle of inclination to horizontal between 0-45 degree so that it can be installed at the specified tilt.

### **16.0 ARBITRATION**

All disputes shall be settled by reference to Arbitration and Concilliation Act 1996 within Ranchi jurisdiction of Court of Law only.

## 17.0 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

Memo No. 514/2008-09

Date 07/08/2008

Copy to The Executive Engineer, PHED Department, Sahebganj in reference to his letter No. 1307 Dt. 01.08.08. He is requested to make arrangement for bore-well drilling, so that equipment may be installed on the given location. He is also requested to make appropriate security arrangements for the SPV modules and motor.

Director, JREDA, Ranchi