

JREDA

The reply to the queries / suggestions received from the various prospective bidders about the NIB NO. - 03/JREDA/SPV/SL(LED) / 2013-14.

Manufacturing, Testing & Supply of Indigenous LED based Solar Lanterns under Solar Photovoltaic Programme for financial year 2012-13 for Jharkhand Renewable Energy Development Agency (JREDA)

The queries / suggestion about this tender has been received from the following firms / persons

- 1. Sri Kedar, Mentor Solar Industries, Ranchi**
- 2. S.G. Enterprises, Ranchi**
- 3. Sri Arun Kapoor, Moserbear**
- 4. Anirbann Dutta, Minda Industries Ltd.**

S. N	The Issues raised by Prospective Bidders/their Representative.	JREDA decision
1	<p>Technical Condition (Page- 3) Part-I Point 1. The bidders should be a Registered Manufacturing Comp./Firm/Corp. in India of SPV Cells/Modules/Battery OR PV Systems Electronics conforming to relevant National/International Standards</p> <p align="center">OR</p> <p>A PV System Integrator At least one Solar Photovoltaic System/PLA of 1 kWp capacity should have been installed.</p> <p>Other than above should be deleted.</p>	<p>The qualification of bidder as specified in the bid document is much more elaborate & is exactly the same as has been approved by the JREDA management committee as part of slandered terms & condition. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p> <p>This suggestion is about the experience criteria & for this purpose separately a requirement has been incorporated in the NIT at point no. 4 <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
2	<p>Page/3. Point 5. The valid test certificates from MNRE approved test certificate as per specification should be enclosed.</p> <p>Page/3. Point 7. It should be as suggested in point 5</p>	<p>The provision regarding IEC certificate of solar module or certificate of battery confirming to BIS / International standard has been provided by the MNRE in the specification of solar lantern and therefore it will no be interest of JREDA to delete this provision Therefore there is no need for any change or modification with respect to this issue.</p> <p>The suggestion of Point 5 6 & 7 incorporated from standard terms & conditions of panchayta Tender duly approved by the managing committee.</p>
3	<p>Page/3. Point 6. It should be as suggested in point 5</p> <p>Test certificate for Electronics and test certificate of Inverter (Attach validrelevant certificates). (Pg-19) (Please specify details of test certificates desired)</p> <p>On the page no. 4, clause no. 6 it is mentioned that, the inverter should be from Indian manufacturer. It seems by mistake the spec of Solar Power Plant copied.</p>	<p>At point no. 6 of the NIT, a provision has been kept for submitting certificate of electronics. But on detail perusal of MNRE specification it has been observed that no such provision is there and rather MNRE there is a provision that a comprehensive test certificate of solar lantern itself should be submitted therefore the following corrections shall be incorporated in the NIT :-</p> <p>i) Deletion -</p> <ol style="list-style-type: none"> a) the existing provision at page no. 4 and point no 6 should be deleted b) the existing provision at point no. 8 in annexure 2 on page no. 19 <p>ii) Addition -</p> <ol style="list-style-type: none"> a) At point no. 6 page no. 4 the following should be inserted :- <p>In the case of Solar Lantern NIB the following change may be accepted The bidder must be in possession of valid test report from any of the following test centers :-</p> <ul style="list-style-type: none"> • Solar Energy Centre Gwalpahari – Gurgaon, Haryana (SEC) • Electronics Regional Test Laboratory (East)) Bidhan Nagar, Kolkata (ERTL) • Central Power Research Institute, Bangalore (CPRI)

		<p>The latest test certificate should confirm that Solar Lantern are as per MNRE specifications which are available on MNRE website.</p> <p>The test certificate issued before 1st April 2009 will lead to outright rejection of the BID.</p> <p>b) At point no. 8 page no. 19 in annexure – 2 the following should be inserted :-</p> <p>Test certificate for solar lantern from the authorize test centers of MNRE (attach valid test certificate issued in the name of bidder)</p>
4	<p>Page/4. Point 9. (Turnover requirement) It should be 31.03.12 or 31.03.13 (unaudited)</p>	<p>Since this tender has been issued in the beginning of the financial year therefore a option has been given to the bidder to submit the figures for 2012 or 2013. Thus if any bidder has not been able to get its accounts audited till now for the financial year 2012-13 than he can submit the statement with respect to audited account of 2011-12. No unaudited figures will be accepted.</p>
5	<p>Page/4. Point 10 (Net Worth) The networth should be replaced with Solvency certificate or banker’s certificate for 10% value of estimated cost of minimum lot. Annexure- 13 should be replaced. Annexure 13A Solvency Certificate or Banker’s Certificate is being proposed.</p>	<p>The networth criteria has been approved by the JREDA managing committee. Subsequently in a proposal for consideration of solvency certificate instead of networth for Jharkhand MSME units has been placed before the management committee but, the committee in its meeting dt. 08.05.2013 has rejected it. This has been included as per Finance Rule to ascertain the financial capability of bidder. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
6	<p>Page/4. Point 13.</p> <p>For MSME in Jharkhand Purchase Policy 2007 shall be applicable meaning thereby Solar Lantern is reserved for MSME of Jharkhand work shall be distributed among all MSME so qualified at L1 proportionate to production capacity.</p> <p>OR</p> <p>18.3.2 AND 18.3.3 shall be applicable and work shall be distributed among all MSME so qualified at L1 proportionate to production capacity.</p> <p>Bidders can quote maximum 30% of total quantity.</p>	<p>The Jharkhand purchase policy 2007 have been declared un operational by the Industry Dept. The Jharkhand Industrial policy 2012 has already been notified & already as per the direction of energy department and industry dept. the provision of section 18.1 (ii) (d) of this policy for work allocation under the NIB has been made. There is no reservation for Solar Lantern for MSME of Jharkhand as per Jharkhand Industrial Policy 2012.</p> <p><u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
7	<p>Instruction to Bidder Page/7. General Power of Attorney shall be submitted as per Annexure 11 with modification from specific tender and product to general tender.</p>	<p>With the objective to facilitate the bidder a common power of attorney may be accepted as per the annexure – 11 and therefore the following deletion and addition may be done – Deletion :- In Annexure – 11 on page 30 “Manufacturing, testing, & supply of Indigenous CFL based Solar Lanterns under Solar Photovoltaic Programme for financial year 2012-13 for Jharkhand Renewable Energy Development Agency (JREDA), Addition :- “All tenders notified by Jharkhand Renewable Energy Development Agency during 2013-14”</p>
8	<p>Page/11. General Terms & Condition Page/12. Payment Terms & Conditions 6.0</p> <p>(a) 100% in case of MSME since 2.5% performance Bank Guarantee from the</p>	<p>The payment term have been incorporated in the long term interest of the work not limited to the supply of material only. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>

	<p>period of warranty is being submitted.</p> <p>"The payment for the items to be procured either from MNRE, Govt. of Jharkhand, beneficiary or other concerned" should be deleted.</p> <p>It is established procedure that conditional and uncertain terms cannot be a part of any tender)</p>	
9	<p>Page/12. Point 7</p> <p>"The items which are being procured through the bid to date of issue of dispatch information" should be deleted. (JREDA should call for RATE CONTRACT tender)</p>	<p>These provisions have been inserted on the basis of the past experience and actual process through which the dispatch instructions are being issued to the venders. This provision has been inserted to make aware the supplier with the actual time likely to take in the process. These provisions does not effects the bidder adversely and <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
10	<p>Page/13. Point 10</p> <p>Solar Lantern cannot be erected therefore only transit insurance of the materials shall be arranged.</p>	<p>The word "<u>and erection</u>" may be deleted point no. 10 on page no. 13</p>
11	<p>Page/13. Point 16</p> <p>Training programme for more than 100 lanterns at one place shall be organized.</p>	<p>The para 16.1 already provides the proposed training to be conducted in consultation with JREDA / consignee. <u>Therefore there is no need for any change or modification with respect to this issue</u></p>
12	<p>Page/14. Point 19.</p> <p>"The name, address & contact JREDA authority for each district separately" to be deleted.</p>	<p>It is important that supplier should nominate a person to carryout the repair. Therefore asking for name of one person for each district is most rational because these lanterns are used by remote villagers. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
13	<p>Page/15. Point 2.0 (Technical Specification)</p> <p>Duty Cycle: 3-4 hours depending upon location and season.</p>	<p>The specification have been duly vetted by MNRE. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
14	<p>Page/15. Point 3.0 (Technical Details)</p> <p>(vii) It should be deleted. Based on our experience of 15 years, none of the beneficiary is able to use said mounting stand.</p> <p>Annexure 3 be deleted</p> <p>(OR MNRE test certificate result based format)</p>	<p>There should preferably be an arrangement (stand) for mounting the module at an optimum angle in the direction facing the sun. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p> <p>It is necessary to seek the details from the vendor about the technical specification of the SL. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
15	<p>Payment terms & condition</p> <p>Annexure-10 (proof of Supply) duly signed by JREDA official & Consignee.</p> <p>It is difficult to coordinate with JREDA official & Consignee at same time at the time of delivery on site.</p>	<p>At the time of supply consignee receipt will be required JREDA representative will sign the consignee note at the time of inspection before releasing the payment. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
18	<p>Payment terms & condition</p> <p>Please specify the time by when MNRE / beneficiary share receive for final payment as mentioned in clause.</p>	<p>To address the concern of supplier, the following sentence may be inserted at the bottom of para 6 (b) on page 12.</p> <p><u>"the efforts will be made by JREDA to make available the 100% payment to the supplier within 3 months of</u></p>

	<p>The payment for the items to be procured/installed will be released on receipt of the corresponding share as has been provided in the approved scheme of JREDA either from MNRE, Govt. of Jharkhand, beneficiary or other concerned. (Pg 12) (Do JREDA have the money or will it come from MNRE/beneficiary/State)</p>	<p>the date of supply.”</p>
19	<p>Submission of balance sheet indicating clearly the sale of turnover of SPV systems:</p> <p>Balance Sheet is always prepared as per the format given by the law, in which sale/turnover is not bifurcated in product wise. So, by not violating the law the demand can be of Balance Sheet along with a certification of SPV systems sale/turnover which duly certified by the Statutory Auditor with his stamp or a separate turnover certification duly seal & signed by the same auditor who signed the Balance Sheet can be demand from the bidder. (Page No. 3, Clause No. 2)</p>	<p>The purpose of the said provision was to ascertain that bidder is working in the field of SPV systems and since the same is also gets confirmed from the experience certificate therefore the following phrase may be deleted from Para 2 of the page 3 “indicating clearly the sale and turnover of SPV systems.”</p>
20	<p>Breakdown/Corrective Maintenance: Please increase the days of attending and rectifying defects at site from three days to seven days as mentioned in Page No. 15, Clause No. 16.2, after that the bidder will be liable for a penalty. (Page No. 10, Clause No. 12)</p>	<p>No. It will go against the interest of beneficiary. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
21	<p>Looking at the demand and possible large volume We (moserbaer) would like to use different make of IEC 61215 solar panels with our LED / CFL Lanterns as per your specifications laid out in tender thus we would like to submit out BID accordingly.</p> <p>Similarly we use MNRE approved Battery supplier like Panasonic, Base, Artheon, HBL, Exide, Tropicana.</p> <p>I hope this tender does not the limit the make of solar panel/ battery kindly clarify.</p>	<p>The tender document does not restrict the supply of panels and batteries from different manufacturers as long as they are conforming to the IEC 61215 and other laid down specification. <u>Therefore there is no need for any change or modification with respect to this issue.</u></p>
22	<p>The earnest money shall be forfeited if –</p> <ol style="list-style-type: none"> Any bidder withdraws his bid or resiles from his offer during the validity period. The successful bidder fails to furnish his Acceptance of the order within fifteen days of placement of LOI/LOA by JREDA. The bidder fails to successfully complete the work within the stipulated time frame. Delay in completion due to extreme and unavoidable situations shall have to get approved by Director, JREDA. This approval shall also have a cut-off date by which the entire work shall have to be completed. (Pg-7) – (Does it mean that the earnest money will only be refunded after the completion of the project?) <p>Security Deposit:</p> <ol style="list-style-type: none"> Point 4.1 Successful General bidders shall submit a security deposit @10% of the allotted work order value in the form of Bank Guarantee on or before 20 days from issuing work order. Point 4.2 Successful MSME bidders are exempted from submission of security deposit. 	<p>The successful bidder have a option to adjust the EMD against the security deposit. Therefore in the case if the bidder have adjusted the EMD against the security deposit than in such a scenario the said provision has been made for not releasing the EMD till the successful completion of the work. However, to remove ambiguity the sub Para-C of Para 3.5 of page 7 the following portion is being deleted “The bidder fails to successfully complete the work within the stipulated time frame. Delay in completion due to extreme and unavoidable situations shall have to get approved by Director, JREDA. This approval shall also have a cut-off date by which the entire work shall have to be completed”</p>

	<p>3. Point 4.3 The 50% Security Deposit shall be refunded / released to the bidder after expiry of 60 days from the actual date of successful supply. The balance 50% Security Deposit will have to be maintained by the bidder with JREDA as Performance Guarantee till the completion of warrantee period of complete system.</p> <p>Performance Guarantee:</p> <p>5.1 50% Security deposit of successful General bidders shall be treated as performance guarantee after supply of material. – Pg -8 (Will JREDA hold Earnest money as well as the Security deposit both?)</p>	
23	<p>Price</p> <p>The bidder shall quote his price as per schedule of items of work. The contract price rates shall be firm and binding and shall not be subject to any variation except for statutory variation of taxes and duties during the contractual completion period. The price shall be inclusive of all taxes, duties and levies including Jharkhand Vat etc. as on the opening date of tender. The price shall also include designing, manufacturing, inspection, supply, transport, insurance, handling etc. All applicable charges for taking necessary clearance such as commercial tax, road permit etc. wherever required are also deemed to be included in the contract price. Pg-11 (Will there be dual taxation, 5% CST and 5% Jharkhand VAT)</p>	<p>As regarding the taxation is clarified that Jharkhand VAT is essentially required to be paid by the supplier and therefore JREDA will deduct this amount from the bill of the supplier and will be paid in the treasury and for this necessary certificate will be made available to the supplier for seeking appropriate claims.</p>
24	<p>BATTERY</p> <p>(i) Sealed maintenance free lead acid battery with a capacity of up to 7 AH, at voltages of up to 12V @ C/20 rate of discharge or NiMH or Lithium Ion battery of requisite capacity (ii) Battery should conform to the latest BIS/ International standards. Pg -16 (Our lantern meets MNRE specs with 6V/4.5Ah, pls confirm if this is okay? Also in our view 5W panel will not charge a 7Ah battery for optimum use).</p>	<p>The technical specification have been incorporated as per the latest MNRE specification. Therefore the bidder are required to submit their offers as per the requirement indicated in the tender and no deviation will be entertained.</p>

Accordingly it was desired that the necessary amendments to be incorporated in the NIT on the basis of above decisions and these shall be immediately notified through website.

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