

**Bid Specifications for
Solar Study Lamps (LED Based) for
distribution among Government School
Students of Jharkhand**

For Financial Year 2015-16

**Implemented by
(JREDA)
Government of Jharkhand**



Jharkhand Renewable Energy Development Agency (JREDA)

3rd Floor, S.L.D.C. Building, Kusai, Doranda, Ranchi-834002.

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CONTENTS

Sl. No.	Description	Page No.
1	e-Procurement Notice	03
2	Section-1 List of Important dates & details of Bids	04
3	Section-2 Instruction to Bidders	05
4	Section-3 Notice Inviting Bid	07
5	Section-4 Instruction to Bidders	10
6	Section-5 General Terms & Conditions	19
7	Section-6 Technical Specifications	25
8	Annexure-1 (Covering Letter)	30
9	Annexure-2 (Information about the Bidding Firm)	31
10	Annexure-3 (Declaration by the Bidder)	32
11	Annexure-4 (Annual Turn Over)	33
12	Annexure-5 (Net Worth)	34
13	Annexure-6 (Power of Attorney for Signing Bid)	35
14	Annexure-7 (Details of Work Experience)	36
15	Annexure-8 (Technical Details)	37
16	Annexure-9 (Technical Detail Form Warrantee Card)	38
17	Annexure-10 (Price Bid format)	39
18	Annexure-11 (Bank Guarantee format for EMD)	40
19	Annexure-12 (Proof of compliance by the Supplier)	42
20	Annexure-13 (Information on Bid Capacity).	43
21	Annexure-14 (Joint Venture Agreement).	44

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e-Procurement Notice

Tender reference no.: 09/JREDA/SPV/SCHOOL/SSL(LED)/2015-16 Dated 31.08.2015

1	Name of the work	Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand.
2	Time of completion	06 Months
3	Pre-bid meeting	11.09.2015 (Friday) at 1.00 P.M.
4	Last date & time for receipt of bids	29.09.2015 (Tuesday) up to 5.00 P.M.
5	Date of publication of tender on website: http://jharkhandtenders.gov.in	04.09.2015
6	Name & address of office inviting tender	Director, Jharkhand Renewable Energy Development Agency(JREDA) 3 rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002 (Jharkhand)
7	Contact no. of procurement officer	0651-2491167
8	Helpline no. of e-procurement	0651-2491167

Any change can be seen on website: <http://jharkhandtenders.gov.in> & www.jreda.com

Further details can be seen on website: <http://jharkhandtenders.gov.in> & www.jreda.com

**Sd/-
Director,
JREDA, Ranchi**

Section -1

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

List of Important dates & details of Bids

1.	Name of work	Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand.
2	Tender reference no.	09/JREDA/SPV/SCHOOL/SSL(LED)/2015-16
3	Completion period	Six months
4	Mode of submission of tender	Online through www.jharkhandtenders.gov.in
5	Tentative Quantity	LED based Solar Study Lamps: 320000 Nos. The quantity mentioned above is tentative and subject to increase or decrease depending on the actual requirement at the time of placing order and resources available. The estimated cost is about Rs.32.00 crore
6	Maximum/Minimum lot size	Maximum: 160000 Nos. Minimum : 32000 Nos. No bidder shall submit bid for quantity less than minimum lot size & more than maximum lot size.
7	Cost of Bid document (Non-refundable)	❖ Rs.10, 000/- (Rupees Ten Thousands only) for General Bidder. ❖ Rs. Nil for MSME of Jharkhand.
8	Earnest Money Deposit	For General Bidder: Rs. 6.40 lakh for the lot size of 32000 Nos. LED based Solar Study Lamps. The bidders for higher capacities are required to submit EMD in the same proportion. For MSME of Jharkhand: Nil.
9	Publishing on website	Date. 04.09.2015 (Friday)
10	Pre-bid meeting	11.09.2015 (Friday) at 1.00 P.M.
11	Period of downloading of bidding documents	Start date: 05.09.2015 AM Time: 11.00
		End date: 29.09.2015 PM Time: 05.00
12	Bid online submission	Start date: 14.09.2015 AM Time: 11.00
		End date: 29.09.2015 PM Time: 05.00
13	Technical bid opening date	Date. 01.10.2015 PM Time: 03.30
14	Authority inviting bids	Director, Jharkhand Renewable Energy Development Agency(JREDA)
15	Address	Jharkhand Renewable Energy Development Agency(JREDA) 3 rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002. Ph.No: 2491161,Fax No: 0651-2491165 Web site: www.jreda.com E-mail: info@jreda.com

Note: The tender fee and Earnest Money Deposit (EMD) in original must be submitted between all working days from 29.09.2015 to 30.09.2015 by 5.00 PM. If tender fee and EMD are not received before mentioned date and time, tender shall not be accepted.

Place for receiving tender fee & EMD

Jharkhand Renewable Energy Development Agency (JREDA), 3rd Floor, SLDC Building, Kusai, Doranda, Ranchi- 834002.

Section-2

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

Instructions to Bidders

Detailed instructions & documents to be furnished for online bidding

1. The guidelines to submit bid online can be downloaded from website <http://.Jharkhandtenders.gov.in>
 2. The interested bidders can download the bid from the website "<http://Jharkhandtenders.gov.in>".
 3. To participate in bidding process, bidders have to get 'Digital Signature Certificate (DSC)' as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get above mention digital signature certificate from any approved vendors (CCA). Bidders, who already possess valid Digital Certificates, need not to procure new Digital Certificate.
 4. The bidders have to submit their bids online in electronic format with digital Signature. The bids without digital signature will not be accepted. No proposal will be accepted in physical form.
 5. Bids will be opened online as per time schedule mentioned in section 1
 6. Bidders should get ready with the scanned copies of cost of documents & EMD as specified in the tender document. Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
 7. Bidder have to produce the original D.D. towards tender fee & EMD in approved form to the authority "Director, Jharkhand Renewable Energy Development Agency, Ranchi" on the date & time as mentioned in the NIT failing which bidder will be disqualified. The details of cost of documents, EMD specified in the tender documents should be the same as submitted online (scanned copies) otherwise tender will summarily be rejected.
 8. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority.
 - i. The department will not be responsible for delay in online submission due to any reason.
 9. All the required information for bid must be filled and submitted online.
 10. Other details can be seen in the bidding documents.
- B. Details of documents to be furnished for online bidding
1. Scanned copies of the following documents to be up-loaded in pdf format on the website <http://Jharkhandtenders.gov.in>.
 - i. D. D. towards Tender fee.
 - ii. Duly pledged EMD (Annexure)
 - iii. CST/VAT certificate.
 - iv. PAN Card
 - v. Firm's registration certificate/ Registration certificate of MSME of Jharkhand.
 - vi. Certificate issued by Industry Dept. or MNRE for system manufacturing.
 - vii. Audited Balance sheet of last three years.
 - viii. IEC/IS certificate of Solar PV module.
 - ix. Test certificate of battery.
 - x. Test Certificate of LED based Solar Study Lamps issued by MNRE approved Test Labs.
 - xi. Test certificate of LED (LM-80).

xii. Graphical Design of LED based Solar Study Lamps.

2. Scanned Copies of the Annexure as per the enclosed formats should be uploaded after converting the same to .pdf format.
 - i. Annexure-1: Covering letter.
 - ii. Annexure-2: Information about the bidding firm.
 - iii. Annexure-3: Declaration by the bidder.
 - iv. Annexure-4: Annual Turn over.
 - v. Annexure-5: Net Worth certificate.
 - vi. Annexure-6: Format for power of attorney for signing of bid.
 - vii. Annexure-7: Proof of supply/execution of SPV Items/systems in any SNA/Govt. organization/PSU in the last seven years. Attach copy of orders & satisfactory completion certificate.
 - viii. Annexure-8: Technical details & make of the Equipments to be supplied.
 - ix. Annexure-10: Bank Guarantee Format for EMD.
 - x. Annexure-13: Information & calculation of Bid Capacity.
 - xi. Annexure-14: JV/Consortium agreement.
3. Duly filled in & digitally signed Price Bid.
4. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post.
5. SBD is not to be uploaded by the bidder. The bidder has to give affidavit stating agree / disagree on the conditions in the SBD. The bidders, who disagree on the conditions of SBD, can not participate in the tender.

Notice Inviting Bid

Sub: Design, Manufacturing, Testing, & Supply of White LED based Solar Study Lamps for distribution among Government School Students of Jharkhand.

Preamble

As part of Solar Photovoltaic Programme, JREDA invites bid for "Design, Manufacturing, Testing, & Supply of White LED based Solar Study Lamps for distribution among Government School Students of Jharkhand for Financial Year 2015-16 for Jharkhand Renewable Energy Development Agency (JREDA)" for short listing of experienced & eligible bidders to whom work shall be allocated for successful execution of the project in a defined time frame. No bidders shall submit bid for quantity less than minimum lot size.

Part –I The Technical Conditions:

The bidder should fulfill the following Technical & eligibility conditions:-

1. The bidder should be MNRE approved Channel Partner/ MNRE approved manufacturer/ MNRE approved PV System integrator/A registered manufacturing company/Firm/Corporation in India (Including MSME of Jharkhand) of at least one of the major sub systems namely SPV Cells/ Modules or Battery or PV System Electronics (Confirming to relevant National/ International Standards. The bidder shall furnish either relevant MNRE certificate or concerned Industry Department certificate clearly indicating that they are manufacturers of SPV Power Plant including SPV Cells/ Modules or Battery or PV System Electronics as applicable. **Authorized dealers and subcontractors are not eligible to participate.**
2. Joint Venture Partner would be limited to three (including the lead partner). One of the Partner should fulfill the criteria as mentioned in Part-I of 1:
 - a. One of the partners, who is responsible for performing a key in contract (lead partner of the JV) management or is executing a major component of the proposed contract, shall be nominated as being in charge during Bidding periods and in the event of successful Bid, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of the partner(s) of the Joint Venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all partners. JV/Consortium agreement should be submitted along with the bid.
 - b. All the partners of Joint Ventures shall be, jointly and severally liable, during the Bidding process and for the execution of the contract in accordance with the contract terms, and a statement of this affect shall be included in the authorization. The Bid shall be signed so as to legally bind all the partners, jointly and severally.

Bid security and performance guarantee, as required, will be furnished by the lead partner and Joint Venture partner(s) out of their accounts in proportion to their participation in Joint Venture.
3. The bidder should be a functional organization. To substantiate this claim, the bidder should submit the copy of balance sheet for last 3 years or from the date of establishment to 31.03.2014/15, whichever is applicable. These balance sheets should be duly certified by the Statutory Auditor with his stamp.
4. Registered Micro, Small & Medium Enterprise (MSME) of Jharkhand should submit the attested copy of Registration given by Industry Department as per the Jharkhand Procurement Policy 2014.
5. **Experience Requirement:**

For General Bidder: Bidder should have cumulative experience of executing contracts of supply of at least **25%** to any SNA / Govt. Organization / PSU in the last seven years

ending up to date of advertisement of this tender for minimum lot size of 32000 nos. of LED based Solar PV systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having cumulative work experience equal to **25%** of the bid capacity.

For MSME of Jharkhand: Bidder should have cumulative experience of executing contracts of supply of at least **10%** to any SNA / Govt. Organization / PSU in the last seven years ending up to date of advertisement of this tender for minimum lot size of 32000 nos. of LED based Solar PV systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having cumulative work experience equal to **10%** of the bid capacity.

6. The offered PV Modules should be as per IEC61215 edition II / BIS 14286 issued by NABL or IECQ accredited laboratory standards. The valid test certificate with authorization letter of the manufacturer should be uploaded as annexure. The offered PV Modules should be Crystalline Silicon PV Modules as per IEC 61215 Standards or IS14286 and the modules must conform to IEC 61730 part I – requirement for construction and part – II requirement for testing, for safety qualification or equivalent IS. The offered modules shall be of standard make, specifications of any reputed brand approved by MNRE having test certificates issued from **MNRE specified** test laboratories conforming to the technical specification prescribed in NIB.
7. The bidder bidders will be required to submit sample along with latest test certificate of LED Solar Study Lamps as per the technical specification of NIB. However if the bidder does not possess readymade sample, they shall submit/upload appealing graphical design of the solar study lamp and components in soft copy and should certify the design as original. Any violation of copy right will disqualify the bidder. Bidder shall submit test certificate conforming to the approved design and specification of NIB of LED Solar Study Lamps before placing offer of Pre-Dispatch Inspection (PDI) by supplier from any test centers approved by MNRE or from UL or CPRI or any other NABL accredited labs. If the bidder fails to submit the required test certificate within one month from the date of supply order issued by JREDA or PDI offer, whichever is less, the work order will be cancelled and EMD will be forfeited.
8. Batteries should fulfil the requirement as per specification given at Technical Specification for Capacity Test Charge/Discharge efficiency Self-Discharge as per BIS standard and valid test reports to be submitted. The certificate should be in a form of an undertaking letter from the manufacturer complying all the technical specifications of battery.
9. Bidders will be required to submit LM-80 test certificate of LED of make as specified in the technical specification with an undertaking letter from the manufacturer complying all the technical specifications.
10. The Participant should have valid CST/VAT/PAN/TAN No of Jharkhand State. If the bidder is not from Jharkhand state, they will have to submit JVAT at the time of agreement. However, the current VAT of their State should be submitted with the tender document.
11. The Bidder should confirm that they have the resources and capability to supply the offered quantity within the scheduled period in the form of an undertaking.
12. **Turnover Requirement:**

For General Bidder: Bidder should have the minimum average Annual Turnover of **25%** for minimum lot size as on 31.03.2014/ 2015 on the basis of audited annual accounts for SPV Systems. The bidder submitting the bid for higher nos. of LED based

solar study lamps will require having average Annual Turnover in same higher proportion (25%).

For MSME of Jharkhand: Bidder should have the minimum average Annual Turnover of 10% for minimum lot size as on 31.03.2014/ 2015 on the basis of audited annual accounts for SPV Systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having average Annual Turnover in same higher proportion (10%).

13. Net worth Requirement:

For General Bidder: Bidder should have the minimum Net Worth of 10% for minimum lot size as on 31.03.2014/ 2015 on the basis of audited annual accounts for SPV Systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having Net Worth in same higher proportion (10%).

For MSME of Jharkhand: Bidder should have the minimum Net Worth of 5% for minimum lot size as on 31.03.2014/ 2015 on the basis of audited annual accounts for SPV Systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having Net Worth in same higher proportion (5%).

14. The participant shall be required to have adequate number of service centers in Jharkhand. In the case firm not having these facilities/centers in the State, participant will have to submit written commitment to establish adequate localized service facilities/centers within 7 days of the signing of the agreement else the bid for the subject tenderer shall be liable for cancellation.

15. Bidders have to download the bid document from website (www.jharkhandtenders.gov.in) and submit the scan copy of the cost of the bid document to be submitted in shape of demand draft of Rs. 10,000/- (Rupees Ten thousand only) in favour of "Director, JREDA" on any Indian Nationalized Bank/Scheduled Bank, payable at "Ranchi". The tender fee in original must be submitted from 29.09.15 to 30.09.15 by 05.00 PM in the office of JREDA.

16. Bidders should submit in Part – I (Technical Bid) the earnest money in the form of Bank Guarantee of requisite value as mentioned in "Section-1 (List of Important dates & details of Bids)". The Bank Guarantee shall be made in favour of "Director, JREDA" payable at Ranchi from any Indian Nationalized bank/Scheduled bank. The bank guarantee shall remain valid for 12 months. Only Original Bank Guarantee shall be accepted. The EMD along with Tender fee in original must be submitted from 29.09.2015 to 30.09.2015 till 5.00 P.M. in the office of JREDA.

17. Empanelment Procedure after opening of Financial Bid: The lowest rate i.e. L1 received would be the appropriate rate for awarding the work. The bidders shall be ranked as L1, L2, L3 and so on based on financial bids.

JREDA will allot the quantum of work to L1 bidder on the basis of quoted quantity by the bidder. If required, the remaining work will be then offered to L2 bidder at L1 rate, and so on.

Allocation of the quantity to MSME registered in Jharkhand will be made as per the provisions of section 18.1 (ii) (d) of Jharkhand Industrial Policy 2012 & Jharkhand Procurement Policy 2014. The MSME should be functional & having running production unit of the Jharkhand and should fulfill all the criteria as fixed in Jharkhand Procurement Policy 2014.

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16INSTRUCTIONS TO BIDDERS
Table of Clauses

Clause A. General		Clause D. Submission of Bids	
1	Scope of Bid	19	Deadline for Submission of Bids
2	Source of Funds		
3	Eligible Bidders		E. Bid Opening
4	Qualification of the Bidder	20	Bid Opening
5	One Bid per Bidder	21	Process to be Confidential
6	Cost of Bidding	22	Clarification of Bids and Contracting the Employer
7	Site Visit	23	Examination of bids and
	Determination of Responsiveness		
B. Bidding Documents and Evaluation			
		24	Correction of Errors
8	Content of Bidding Documents	25	Evaluation and Comparison of Bids
9	Clarification of Bidding Documents	26	Preference for Domestic Bidders
10	Amendment of Bidding Documents	F.	Award of Contract
C. Preparation of Bids		27	Award Criteria
11	Language of Bid	28	JREDA Right to Accept any Bid
	and to Reject any or all Bids		
12	Documents Comprising the Bid	29	Notification of Award
13	Bid Prices	30	Performance Security
14	Currencies of Bid and Payment	31	Advances
15	Bid Validity	32	Corrupt or Fraudulent Practices
16	Earnest Money		
17	Alternative Proposals by Bidders		
18	Sealing and Marking of Bids		

Instructions to Bidders (ITB)

A. General

- 1 Scope of Bid
- 1.1 The JREDA invites bids for the work as described in these documents and referred to as "the works". The name and identification number of the works is provided in the Notice Inviting Bid.
- 1.2 The successful Bidder will be expected to complete the Works by the Intended Completion Date specified in the Part (I)- General Conditions of Contract.
- 1.3 Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering) are synonymous.

2 Source of Funds

- 2.1 The JREDA has decided to undertake the works of "Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand" through funds from the Government of Jharkhand, to be implemented through JREDA.

3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all bidders as defined in the Notice Inviting Bid.
- 3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the works.

4 Qualification of the Bidder

- 4.1 All bidders shall provide in Section 3, Forms of Bid and Qualification information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section 3, Qualification Information unless otherwise stated in the Notice Inviting Bid/ITB.
 - a) Copy of written power of attorney of the signatory of the Bid to commit the Bidder.
 - b) total monetary value of the similar nature of the works performed for each of the last seven years;
 - c) experience in works of a similar nature and size for each of the last seven years, and details of works in progress or contractually committed with certificates from the concerned officer or competent authority.
 - d) Evidence of manufacturing/ownership of one of the component of LED Solar Study Lamps i.e. Solar PV module/PCB/Batteries/LED or complete set.
 - e) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the last three years.
 - f) an undertaking that the bidder will be able to invest a minimum of cash up to the 10 percentage of the contract price of works, during the implementation of the works;
 - g) authority to seek references from the Bidder's bankers;

- h) information regarding any litigation or arbitration during the last seven years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;
- i) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations and Quality Management Plan proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.
- 4.3.A To qualify for award of the Contract, each bidder should have in the last five years:
- a) **Annual Turn Over:**
- For General Bidder:** Bidder should have the minimum average Annual Turnover of **25%** for minimum lot size as on 31.03.2014/ 2015 on the basis of audited annual accounts for SPV Systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having average Annual Turnover in same higher proportion (**25%**).
- For MSME of Jharkhand:** Bidder should have the minimum average Annual Turnover of **10%** for minimum lot size as on 31.03.2014/ 2015 on the basis of audited annual accounts for SPV Systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having average Annual Turnover in same higher proportion (**10%**).
- The certificate should be as per the Performa given at **Annexure-4**
- b) **Net worth Requirement:**
- For General Bidder:** Bidder should have the minimum Net Worth of **10%** for minimum lot size as on 31.03.2014/ 2015 on the basis of audited annual accounts for SPV Systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having Net Worth in same higher proportion (**10%**).
- For MSME of Jharkhand:** Bidder should have the minimum Net Worth of **5%** for minimum lot size as on 31.03.2014/ 2015 on the basis of audited annual accounts for SPV Systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having Net Worth in same higher proportion (**5%**).
- Net worth certificate should be as per the Performa given at **Annexure-5**
- c) **Experience:**
- For General Bidder:** Bidder should have cumulative experience of executing contracts of supply of at least **25%** to any SNA / Govt. Organization / PSU in the last seven years ending up to date of advertisement of this tender for minimum lot size of 32000 nos. of LED based Solar PV systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having cumulative work experience equal to **25%** of the bid capacity.
- For MSME of Jharkhand:** Bidder should have cumulative experience of executing contracts of supply of at least **10%** to any SNA / Govt. Organization / PSU in the last seven years ending up to date of advertisement of this tender for minimum lot size of 32000 nos. of LED based Solar PV systems. The bidder submitting the bid for higher nos. of LED based solar study lamps will require having cumulative work experience equal to **10%** of the bid capacity.

The copy of order and certificate indicating its successful execution should be enclosed with the check list as at **Annexure-7**.

- 4.4.B (a) Each bidder must produce:
- i) The current income-tax clearance certificate/PAN.
 - ii) An affidavit that the information furnished with the bid documents is correct in all respects; and
 - iii) Such other certificates as defined in the Notice Inviting Bid. Failure to produce the certificates shall make the bid non-responsive.
- 4.4.C To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.
- 4.5 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for work is equal to or more than the total bid value. The available bid capacity will be calculated as under:
where
Assessed Available Bid capacity = [(A x N x 2) - B]
A = Maximum value of solar related works executed in any one year during the last five years taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).
B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.
- Note : The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Competent Authority.
- 4.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:
- i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or
 - ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures
 - iii) Participated in the previous bidding for the same work and had quoted unreasonably high or low bid prices and could not furnish rational justification for it to JREDA.

5 One Bid per Bidder

- 5.1 Each Bidder shall submit only one Bid for one work. A Bidder who submits more than one Bid will cause the proposals with the Bidder's participation to be disqualified.

6 Cost of Bidding

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the JREDA will, in no case, be responsible or liable for those costs.

7 Site Visit

- 7.1 The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarise himself with the nature of works and obtain all information that may be necessary for preparing the Bid and entering into a contract for supply & installation of the Works. The costs of visiting the Site shall be at the Bidder's own expense. He may contact the person whose contact details are given in the Notice Inviting Bid.

B. Bidding Documents

8 Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10 of ITB.
1. Notice Inviting Tender
 2. Instructions to Bidders
 3. Qualification Information
 4. Conditions of Contract
 5. Specifications
 6. Bill of Quantities
 8. Form of Bid
 9. Form of Bank Guarantee.

- 8.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms and specifications, bill of quantities, forms in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 23 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

9 Clarification of Bidding Documents and Pre-bid Meeting

- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the JREDA in writing at the JREDA's address indicated in the Notice Inviting Tenders. The JREDA will respond to any request for clarification received earlier than 10 days prior to the deadline for submission of bids or as per date mentioned in the bid. Copies of the JREDA's response will be forwarded or uploaded on our website www.jreda.com to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 9.2.1 Pre-bid meeting will be held on 11/09/2015 at 01.00 PM in the Conference Hall of JREDA. The bidder or his authorized representative may attend the meeting.
- 9.2.2 The purpose of the such a meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by cable so as to reach the JREDA not later than two days before the meeting.
- 9.2.4 Minutes of the meeting, including the text of the questions raised and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modifications of the bidding documents listed in Clause 8.1 of ITB, which may become necessary as a result of the pre-bid meeting shall be made by the JREDA exclusively through the issue of an Addendum pursuant to Clause 10 of ITB and not through the minutes of the pre-bid meeting.
- 9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10 Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the JREDA may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the JREDA shall extend, if necessary, the deadline for submission of bids, in accordance with Clause 19.2 of ITB.

C. Preparation of Bids

11 Language of Bid

- 11.1 All documents relating to the Bid shall be in the language specified in the Notice Inviting Bid.

12 Documents Comprising the Bid

A. Technical Bid – (Fee/Pre-Qualification/Technical Cover)

- 1) EMD & Tender Fee
 - a) Scanned Copy of Demand draft drawn in favour of "DIRECTOR, JREDA", payable at Ranchi towards Cost of Tender Fee and Earnest Money Deposit as specified in the Notice Inviting Bid.

2) Pre-Qualification Details

- a) Scanned Copy of Certificate for availability of Credit Facility for 10% of Tendered Amount from any Scheduled Commercial Bank.

3) Technical Details & Declaration

- a) Proposed work programme (work method, time schedule and financial flow), description, and charts as necessary (Duly to be signed digitally) to comply with the requirement of the Bidding Document.
- b) Scanned copy of an Affidavit by the Bidder that he/she has accepted the S.B.D.

4) Technical Details of documents

Scanned copies/Prescribed Formats of Documents to be attached in "My Document" in .pdf format file duly digitally signed by the bidder.

- a) Income Tax clearance certificate/PAN Card
- b) Sale Tax/VAT clearance certificate.
- c) Proof of completion of similar works during the last 7 years and list of similar works in hand in the prescribed Annexure duly signed by the competent authority of the issuing Department (in Annexure)
- d) List of works of existing commitment and ongoing works to be completed during period of contract and maximum value of solar related work executed during last five years by the bidder.
- e) Audited balance sheet for the last 3 years (upto 31.3.2014/2015) certified by chartered Accountant.
- k) Annual Turn over Details certified by Chartered Accountant.
- L) Net worth certificate certified by Chartered Accountant.
- l) List of current litigant cases in which the bidder is involved.
- m) An affidavit for non-engagement of related persons.
- n) Proof of test certificates solar PV module, batteries and latest test certificate should confirm that LED based Solar Study Lamps are as the specifications of the NIB. The test certificate issued before 1st April 2014 will lead to outright rejection of the BID

- p) Authorized address & contact numbers of the bidder as per instruction in the Notice Inviting Bid duly digitally signed.
- r) Bid Capacity
- s) Undertaking of Bidder that he is able to invest minimum of cash upto 10%.
- t) Undertaking for validity of bid for 180 days.

B – Financial Bid – (Finance Cover)

- i) Duly Quoted & digitally signed Bill of Quantity (BoQ) in the file supplied by JREDA in .xls format shall be uploaded.
- ii) Declaration by Bidder in the format Section – 6 form of Bid in .pdf format.

NOTE:- a) All the documents should be digitally signed.

12.2 The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section Particulars

- i. Notice inviting Tender
- ii. Instruction to the bidders
- iii. Conditions of Contract
- iv. Contract Data
- v. Specifications
- vi. Drawings if any

13 Bid Prices

- 13.1 The Contract shall be for the whole Works, as described in Clause 1.1 of ITB.
- 13.2 The Bidder shall adopt the Item Rate Method as specified in the Notice Inviting Bid only the same option is allowed to all the Bidders.
- 13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.
- 13.4 The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment.
- 13.5 Quoted price for LED based Solar Study Lamps are complete in all respect as per Technical Specifications inclusive of all Central/State/Local taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation & other charges etc. FOR destination at any site in Jharkhand and inclusive of installation, testing, commissioning, performance testing and training.
- 13.6 Tenderers should quote their rates considering wide variation of site conditions, variation in price of different components during the year 2015-16 and keeping the quantum and quality of work in mind. If JREDA anticipates that rate is abnormally low or high, tender may be rejected.

14 Currencies of Bid

- 14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees (INR).

15 Bid Validity

- 15.1 Bids shall remain valid for a period of 180 (One hundred Eighty) days after the deadline date for bid submission specified in Clause 19 of ITB. A bid valid for a shorter period shall be rejected by the JREDA as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the JREDA may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 16 of ITB in all respects.

16 Earnest Money

- 16.1 The Bidder shall furnish, as part of the Bid, Earnest Money, in the amount specified in the Notice Inviting Bid.
- 16.2 The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee/Demand Draft of a scheduled commercial bank, issued in favour of the name given in the Notice Inviting Bid. The Bank Guarantee shall be valid for 12 months or more after the last date of receipt of bids. Other forms of Earnest Money acceptable to the JREDA are stated in the Notice Inviting Bid.
- 16.3 Any bid not accompanied by an acceptable Earnest Money, unless exempted in terms given in the Notice Inviting Bid, shall be rejected by the JREDA as nonresponsive.
- 16.4 The Earnest Money of unsuccessful bidders will be returned within 30 days of the end of the Bid validity period specified in Clause 15.1 of ITB.
- 16.5 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Earnest Money may be forfeited:
 - a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;

- b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i. Sign the Agreement; and/or
 - ii. Furnish the required Performance Security.

17 Alternative Proposals by Bidders

- 17.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

D. Submission of Bids

18 Sealing and Marking of Bids

- 18.1 The Bidder shall place the two separate files (File I) marked "Technical Bid" and "Financial Bid" (File -II). The file will have markings as follows:

Technical Bid: To be opened on (date and time of Technical Bid opening as per clause 20.1 of ITB.)

Financial Bid: Not to be opened except with the approval of JREDA.

The contents of the Technical and Financial Bids shall be as specified in clause 12.1 of ITB. All documents are to be signed digitally by the bidder.

- 18.2 The first and second files containing the Technical and Financial Bids shall a) be addressed to the JREDA at the address provided in the Notice Inviting Bid b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 20.1 of ITB.

19 Deadline for Submission of Bids

- 19.1 Complete Bids (including Technical and Financial) must be received by the JREDA at the address specified in the Notice Inviting Bid not later than the date and time indicated in the Notice Inviting Bid.
- 19.2 The JREDA may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10.3 of ITB, in which case all rights and obligations of the JREDA and the bidders previously subject to the original deadline will then be subject to the new deadline.

E. Bid Opening and Evaluation

20 Bid Opening

- 20.1 The JREDA will open the bids received (except those received late). In the event of the specified date for the submission of bids being declared a holiday for JREDA, the Bids will be opened at the appointed time and location on the next working day.
- 20.2 The files containing the technical bid shall be opened. The document marked "cost of bidding document" will be opened first and if the cost of the bidding documents is not there, or incomplete, the remaining bid documents will not be opened, and bid will be rejected.
- 20.3 In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the JREDA may consider appropriate, will be announced by the JREDA at the opening.
- 20.4 The JREDA will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause 20.3 of ITB.
- 20.5 Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 12.1 of ITB, shall be taken up and completed and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.
- 20.6 The JREDA shall inform, by email, telegram or facsimile, the bidders, whose technical bids are found responsive, date, time and place of opening as stated in the Notice Inviting Bid. In the event of the specified date being declared a holiday for the JREDA, the bids will be opened at the appointed time and location on the next working day through they or their representative, may attend the meeting of opening of financial bids.
- 20.7 At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 20.5 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the JREDA may consider appropriate will be announced by the JREDA at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation
- 20.8 The JREDA shall prepare the minutes of the opening of the Financial Bids.

21 Process to be Confidential

- 21.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the JREDA's processing of bids or award decisions may result in the rejection of his Bid

22 Clarification of Bids and Contacting the JREDA

- 22.1 No Bidder shall contact the JREDA on any matter relating to its bid from the time of the bid opening to the time the contract is awarded.
- 22.2 Any attempt by the bidder to influence the JREDA's bid evaluation, by any means, bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.
- 23 Examination of Bids and Determination of Responsiveness**
- 23.1 During the detailed evaluation of "Technical Bids", the JREDA will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.
- 23.2 A substantially responsive "Financial Bid" is one, which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the JREDA's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 23.3 If a "Financial Bid" is not substantially responsive, it will be rejected by the JREDA, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 24 Corrections of Errors**
- 24.1 Bids determined to be substantially responsive, will be checked by the JREDA for any arithmetic errors. Errors will be corrected by the JREDA as follows:
- a) where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 24.2 The amount stated in the Bid will be adjusted by the JREDA in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Earnest money shall be forfeited in accordance with Clause 16.6(b) of ITB.
- 25 Evaluation and Comparison of Bids**
- 25.1 The JREDA will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 23 of ITB.
- 25.2 In evaluating the bids, the JREDA will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 24 of ITB.
- 25.3 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the JREDA may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the JREDA may require that the amount of the performance security set forth in Clause 32 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the JREDA against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.
- 25.4 After its evaluation, the JREDA may require that the amount of the performance security set forth in Clause 30 be increased at the expense of the successful Bidder to a level sufficient to protect the JREDA against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the JREDA, which shall be final, binding and conclusive on the bidder.
- 26 Price Preference**
- 26.1 Price preference if any shall be given as per the Jharkhand Procurement Policy 2014.
- F. Award of Contract**
- 27 Award Criteria**
- 29.1 Subject to Clause 29 of ITB, the JREDA will award the Contract to the Bidder whose Bid has been determined:
- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 of ITB, and (b) qualified in accordance with the provisions of Clause 4 of ITB; and as per clause 14 of Notice Inviting Bid (Section-3).

28 JREDA's Right to accept any Bid and to reject any or all Bids

28.1 Notwithstanding Clause 27 above, the JREDA reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the JREDA's action without any reason.

29 Notification of Award and Signing of Agreement

29.1 The bidder whose Bid has been accepted will be notified of the award by the JREDA prior to expiration of the Bid validity period by cable, email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I - General Conditions of Contract called the "Letter of Acceptance") will state the sum that the JREDA will pay to the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Contract called the "Contract Price").

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 30.

29.3 The Agreement will incorporate all agreements between the JREDA and the successful Bidder. It will be signed by the JREDA and the successful Bidder after the performance security is furnished.

29.4 Upon the furnishing by the successful Bidder of the Performance Security, the JREDA will promptly notify the other Bidders that their Bids have been unsuccessful.

30 Security Deposit:

30.1 Successful General bidder shall submit a security deposit @10% of the allotted work order value in the form of Bank Guarantee valid for one year on or before 15 days from issuing work order. If Bank Guarantee will not be submitted within stipulated period from the date of issue of work order then JREDA shall cancel the work order.

30.2 Successful MSME bidders shall be required to deposit only 10% of security deposit as per Jharkhand Procurement Policy.

30.3 The Security Deposit shall be refunded / released to the bidder after expiry of 60 days from the actual date of successful completion.

31. Performance Guarantee:

31.1 Successful General bidder shall submit a performance guarantee @5% of the allotted work order value in the form of Bank Guarantee valid for three years on or before release of any payment.

31.2 Successful MSME bidders shall submit a Performance Guarantee @2.5% of the allotted work order value in the form of bank guarantee valid for three years on or before release of any payment.

31.3 The Performance Guarantee will have to be maintained by the bidder with JREDA till the completion of warrantee period.

31.4 The Security Deposit/Performance Guarantee shall be submitted in the form of bank guarantee in favour of "Director, JREDA" payable at Ranchi from any Indian Nationalized bank/Scheduled bank.

31.5 Non submission of Security Deposit/Performance Guarantee within the time frame, shall lead to forfeiture of EMD and cancellation of LOI/LOA.

31.6 If Bidder/MSME unit fails to carry out the work allotted to him as per the provisions of the tender documents then such Bidder/MSME unit may be black listed for future awards of work.

32 Three Years Warrantee:

The LED based Solar Study Lamps contract price includes the provision of 3 years mandatory warrantee. To ensure long term sustainability of the system, the bidder must provide his representatives name, full address, mobile number and photographs to JREDA with one hard copy as well as the names and contact details of all technicians must also be provided. Failure to do shall invite penalty and action.

33 Advances

The JREDA will not provide Mobilization Advance and Advance against the security of equipment as provided in Part I - General Conditions of Contract.

34 Corrupt or Fraudulent Practices

The JREDA requires the bidders/Contractors to strictly observe the laws against fraud and corruption in force in India, namely, Prevention of Corruption Act, 1988.

Section-5

General Terms & Conditions

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

1.0 Introduction:

The instruction/information contained in the bid documents are for guidance and compliance of the intending bidder. Bidders are advised to obtain clarification from JREDA, if any, prior to submission of their bid, failing which it will be deemed that the stipulation made in the bid documents have been read, understood and are acceptable to the bidder.

Bidder shall bear all costs associated with the preparation and submission of the bid, journeys undertaken by them and subsequent bidding process till the award of the order to successful bidder and the JREDA shall in no case, shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.0 Scope of work:

The Scope of work for Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand 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. The list of destinations/consignees will be given to the successful bidder by JREDA before the start of dispatch. The design of the solar study lamp shall be approved by JREDA.

3.0 Bid documents:

Tender documents shall comprise of all the documents mentioned in this Bid. In addition to these any other documents/amendments/revisions or instructions issued by JREDA from time to time to bidders till due date of opening of the offers, shall also be deemed to be integral part of the bid document.

4.0 Price:

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 and 5 years CMC 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.

5.0 Inspection of the factory and Tests:

JREDA reserves the right to inspect manufacturer's works/factory to ascertain the capability/availability of necessary equipment and infrastructure required for manufacture of the items offered. JREDA shall have the access and right to inspect the work or any part thereof at any stage and to test the goods to confirm their conformity

to the technical specifications. Successful bidder shall inform JREDA at least 15 days in advance of schedule dispatch for technical sample audit.

6.0 Payment terms and conditions:

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

- (a) **95%** of the Contract Price shall be paid against supply and delivery of goods in full and in good condition as certified by Consignee & 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 / transportation challan /lorry receipt.
 - iii. Duly filled **Annexure-12** should be submitted in three sets (one for Consignee record, one for JREDA Hq. and one for JREDA's field Executive Engineer).
 - iv. Photographs of Consignee.
- (b) Rest **5%** of the Contract Price shall be paid on satisfactory performance after warrantee period of the complete system.
 - i) Copy of Original Commercial invoice raised at the time of supply in triplicate (1+2).

"The efforts will be made by JREDA to make available the 100% payment to the agency within three months against satisfactory completion of the work."

7.0 Dispatch Instructions:

All items/equipments shall be subject to **Pre-Dispatch Inspection (PDI)** by JREDA or its authorized representatives at the manufacturing site before their dispatch. The manufacturing site must have sufficient testing facilities. The manufacturer will submit **test report** with regard conformity to technical specifications for the items to be dispatched to work site of JREDA. However, equipments will be dispatched from the manufacturing site 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. No PDI shall be done at any site other than the concerned manufacturing site. Successful bidders have to arrange necessary equipments for testing the materials to be supplied during the pre-dispatch inspection by JREDA at their manufacturers unit. Failure to fulfill the PDI conditions shall lead to cancellation of work order and forfeiture of security deposit.

The items which are being procured through this bid have to be distributed as per direction of JREDA.

After finalization of the tender JREDA authority will take decision for issuing Purchase order for the work under scope to the successful bidder. Then within 2 months period the supplier will have to get approved model of solar study lamp and ensure pre dispatch inspection from JREDA and within next 15 days JREDA will issue Dispatch instruction. The bidders shall have no claim regarding economy of scale, choice of district/s or choice of region in the state, for the purpose of transportation of items/materials to the sites.

8.0 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 @0.5% per week maximum up to 10% of work value delayed beyond contract period.

9.0 Risk & Cost:

If the contractor fails to complete the awarded work up to extended period of one year from the scheduled date of completion then JREDA will be at liberty to cancel the said work order and will get the full or part of left over work to be completed by way of engaging alternate contractor and completion of the said work shall be got completed at risk & cost of the failed contractor and failed contractor shall be liable to pay all the dues to JREDA.

10.0 Insurance:

The supplier shall arrange for transit and erection insurance of the materials & equipments for setting up of Solar Photovoltaic System.

11.0 Packing

11.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

11.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in any subsequent instructions ordered by the Purchaser.

11.3. Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

- i. Project,
- ii. Contract No.,
- iii. Suppliers Name, and
- iv. Packing List Reference number.

12. Delivery and Documents

12.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the Supplier are specified.

13. Transportation, Demurrage Wharfage, Etc.

13.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

13.2. All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be on the account of Supplier.

14. Incidental Services

14.1. The supplier may be required to provide any or all of the following services, including additional services, if any, directed by JREDA.

- 14.1.1. furnishing of tools spares required for assembly and/or maintenance of the supplied Goods;
- 14.1.2. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- 14.1.3. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations and scope of services under this Contract; and
- 14.1.4. Training of the Purchaser's personnel, at the Supplier's plant and/or onsite, in assembly, maintenance and/or repair of the supplied Goods.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for (Tenderer may refer Technical specifications for details) after the Goods or any portion/part thereof as the case may be, have been

delivered to and accepted at the final destination indicated in the Contract. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

- 15.2.1. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with OR
- 15.2.2. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees.
- 15.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the Supplier shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period.
- 15.5. If the Supplier, having been notified, fails to remedy the defect(s) within 15 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. The supplier may have to pay Liquidated damages on account of delay at the rates stipulated.

16. Termination for Default

- 16.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:
 - 16.1.1. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC or
 - 16.1.2. if the Supplier fails to perform any other obligation(s)/duties under the Contract.
 - 16.1.3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

17. Termination for Insolvency

- 17.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

18. Termination for Convenience

- 18.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 18.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - 18.2.1. to have any portion completed and delivered at the Contract terms and prices; and/or
 - 18.2.2. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

19.0 Assignment/ Sub-letting:

The Manufacturer shall not assign or sublet, manufacture, shop testing, packing & forwarding, transportation, transit insurance, supply in whole or part, and its obligations to any third party to perform under the order/contract.

In the event the manufacturer contravenes this condition, JREDA reserves the right to reject the equipment/work contract and procure the same from elsewhere at manufacturer's risk and cost. The Manufacturer shall be solely liable for any loss or damage which JREDA may sustain in consequence or arising out of such replacing of the contract work.

20.0 Completeness of Tender:

All fittings, assemblies, accessories, hardware items etc. & safety and protection devices as required shall be deemed to have been included in the tender, whether such items are specifically mentioned in the BoM or not.

21.0 Compliance with Regulations:

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

22 Agreement:

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

23. Income Tax / VAT:

Without prejudice to the obligations of the supplier under law, any income tax and VAT 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 supplier. JREDA shall provide the supplier a certificate for such deductions of tax.

24. Training Program, After Sales Service and Availability of Spare Parts:

The responsibility of organizing training program for LED based Solar Study Lamps will rest on the successful bidder. The training program will be organized in consultation with JREDA/Consignee. The training program will focus on operation and maintenance of LED based Solar Study Lamps. Printed leaflet/literature should be made available in Hindi by the Supplier regarding the operation and maintenance of their LED based Solar Study Lamps.

24.1 The Supplier shall depute authorized Service Engineer within 7 days from the date of the intimation of fault, and establish sufficient inventory of spares in the State in consultation with JREDA to provide satisfactory and uninterrupted services during the warrantee period.

25. Force Majeure conditions:

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

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, lightning, 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 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.

26. Other Conditions

- 26.1. The supplier shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of JREDA in writing.
- 26.2. The supplier or its subcontractors shall not display the photographs of the work and not take advantage through publicity of the work without written permission of JREDA.
- 26.3. The supplier or its subcontractors shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
- 26.4. JREDA will not be bound by any Power of Attorney granted/ issued by the supplier or its subcontractors or by any change in the composition of the firm made during or subsequent to the execution of the contract. However recognition to such Power of Attorney and change (if any) may be given by JREDA after obtaining proper legal advice, the cost of which will be chargeable to the supplier concerned.

27. Progress of Supply:

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
- Quantity accepted/rejected by inspecting agency and date;
- Quantity despatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract
(in case of stage-wise inspection, details required may also be specified).

28. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

29. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees.

The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

30. Establishment of Service Centre

- 30.1 The supplier will have to establish local service centers or authorized service centers/or authorized representative with his address of reach for the timely maintenance of the solar study lamps, essentially one service centre for every 10000 nos. of solar study lamp supplied. These service centers shall be established in the nearby towns/cities where solar study lamp have been distributed and the location of the service centers shall be finalized in consultation with the concerned officer of JREDA seeking his approval in writing. Sufficient stock of spare parts should be maintained at the service centers for carrying out the proper maintenance of the solar study lamps.
- 30.2 At least 2% of the consumable parts (charge controller, electronic control circuit, LEDs, switches, fuse, Battery, solar study lamp housing, glass, etc.) of total supply of solar study lamps in a district should be made available at service centers cumulatively.
- 30.3 Supplier shall provide all necessary technical support to train one Para technician for every 10000 solar study lamps who will provide basic after sales services to the consumers.
- 30.4 The lists of the established service centers along with address and contact numbers, shall have to be submitted by the contractor to the concerned officer of JREDA prior to the submission of the bill for payment. List of same shall be uploaded on the JREDA.
- 30.5 In pursuant to clause 30.1 above, JREDA reserves the right to inspect the authorized service centers of the supplier any time after the award of contract and any noncompliance for the same shall be penalized to the extent of Rs. 50 per day subject to a maximum of Rs 5000 in a quarter till the date authorized serviced centre is opened at the notified location and clause 30.1 above is fully complied.

31.0 Jurisdiction of the Court:

All disputes would be settled within Ranchi jurisdiction of court of law only.

Section-6
Technical Specification
LED based Solar Study Lamp (1W)

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

DEFINITION:

The solar LED light is basically a portable lighting device suitable for either indoor or outdoor lighting, covering a full range with illumination of **140 degrees**. A LED based Solar Study Lamp system aims at providing solar electricity for operating LED lights for specified hours of operation per day.

The broad performance specifications of white light emitting diode (LED) lighting source based solar study lamp are given below.

BROAD PERFORMANCE PARAMETERS

Light Source

White Light Emitting Diode (W-LED).

Light quantity

The light output should be dispersed and soothing to eyes by using proper optics and diffuser. (Direct visibility of source should be avoided)

Light Out put

The light output of the solar study lamp should show the minimum levels of illumination as shown below:

S.No.	Distance	When detector is horizontal to center point of bottom of light source	When detector is at right to center point of bottom of light source
1	1 feet	95 Lux	230Lux
2	2 feet	16 Lux	85 Lux
3	3 feet	4.5 Lux	40 Lux
4	4 feet	1.5 Lux	20 Lux
5	5 feet	0.5 Lux	12 Lux

1. Mounting of light	base mounted
2. PV Module	≥2Wp under STC
3. Wattage of LED	≥1 W
4. Battery	Lithium Ion with not less than 2.2 Ah capacity an working voltage up to 3.7V to meet desired working hours.
5. DoD	90%
6. Electronics	Min 85% total efficiency
7. Average duty cycle	4 hours a day

8. Light Uniformity	The light on the edges of the entire 140 degree spread should not reduce more than 30 % of the light as specified above.
9. Autonomy	Minimum of 2 days (Minimum 8 operating hours per Permissible discharge).
10. Illumination levels	Two levels of illumination with 100% and 50% of the illumination levels shown in the table above.
11. Make of LED	Nichia/Osram/Philips/Lumileds/Cree/ Seoul / Everlite.
12. Make of battery	Samsung/LG/Panasonic/Green power
13. Body of Solar Study Lamp	Aesthetically designed made of good quality PVC with polymer/plastic finish.

SPECIFIC DETAILS:

DUTY CYCLE:

The LED based Solar Study Lamp system should be designed to operate for average 4 hours a day with 100% illumination, under average daily insolation of 5.0 kWh /sq.m on the module surface.

LIGHT SOURCE:

- The light source will be of white LED type. Single LED or multiple LEDs can be used.
- Only Nichia/Osram/Philips Lumileds/Cree/Seoul/Everlite make LED's shall be used for light.
- The colour temperature of white LEDs used in the system should be in the range of 5500o K – 6500o K.
- Use of LEDs which emit ultraviolet light is not permitted.
- The light output from the white LED light source should be constant though out the duty cycle.
- In case of power LEDs the LEDs light should be housed in an assembly with metal PCB with appropriate heat sink.
- In case of Low wattage LEDs FR PCB should be used.
- The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of white LEDs used in the lighting system must be furnished. In absence of this data the LED based Solar Study Lamp will not be qualified.

BATTERY:

- Lithium Ion or Lithium Phosphate with inbuilt battery management system for protection.
- Battery capacity should be enough to get the desired backup time.
- It is also mandatory for the battery manufacturers / bulk users to comply with batteries (Management and handling) Rules 2001 of MOEF, as amended from time to time.
- A copy of the test certificate for the battery (including its make, country of origin and model number) used in the system should be provided.
- At least 90% of the rated capacity of the battery should be between fully charged & load cut off conditions.
- The batteries should be provided with > 2000 life cycles for Li-Ion @ 50% DOD.

ELECTRONICS :

- The efficiency of the electronic circuit used should be at least 85%.
- The total operating power should not exceed 1.2 W.
- Electronics should operate at suitable battery voltage.
- The light output should remain constant with variations in the battery voltages.
- Necessary lengths of wires / cables, switches suitable for DC use and other protections should be provided.
- Two levels of operation of the study lamp should be provided to prolong the operating hours.
 - Level 1. 100% capacity with 4 hours operation per day
 - Level 2. 50% capacity with 8 hours of operation per day.

PV MODULE:

The PV module used should be made in INDIA.

- The PV module (s) shall contain mono/ multi crystalline silicon or thin film solar cells.
- In case of crystalline silicon solar cell module it is required to have certificate for the supplied PV module as per IEC 61215:2005 specifications or equivalent National or International Standards whereas in case of thin film solar cell module it is required to have certificate for the supplied PV module as per IEC 61646 specifications or equivalent National or International Standards. In case of thin film modules for each model the modules should fulfill the wattage criterion after light soaking degradation.
- The power output of the PV module must be reported under standard test conditions (STC) at loading voltage. I-V curve of the each module should be submitted.
- **The specified module wattage should be at the applicable load voltage.**
- The open circuit voltage of the PV modules under STC should be sufficient enough to charge battery.
- Minimum 3 meters of UV resistant PVC. Twin Core Flat Copper cable of appropriate size as BIS standards should be provided.
- The terminal box on the module should have a provision for opening for replacing the cable, if required.
- 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

ELECTRONIC PROTECTIONS:

- Adequate protection is to be incorporated under no load conditions. e.g. when the lamps are removed and the system is switched ON.

- The system should have protection against battery overcharge and deep discharge conditions. The numerical values of the cut off limits must be specified.
- Proper protection should be provided to protect against short circuit conditions.
- 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.
- Full protection against reverse polarity should be provided.

OTHER FEATURES:

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.

The polarity symbols for terminals or leads shall be provided.

Any precautionary warning symbols to be provided towards special requirements for storage and handling.

There will be a Name Plate on the system body which will give:

- a. JREDA Logo.
- b. Model Number
- c. Serial Number
- d. Year of manufacture

QUALITY AND WARRANTY:

- Components and parts used in white LED Solar Study Lamp should conform to the latest BIS / international specifications, wherever such specifications are available and applicable. A copy of the test report / certificate stating conformity of BIS / international standards must be submitted.
- The PV module will be warranted for a minimum period of 10 years from the date of supply against all manufacturing defects. The performance warranty of 10 years should be provided.
- The White LEDs and electronics systems will be warranted for a period of at least 3 years from the date of supply.
- The battery should be warranted for a period of at 3 years.

DOCUMENTATION:

- An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Study Lamp. The following minimum details must be provided in the Manual:
 - i. About White LED Solar Study Lamp system - its components and expected performance.
 - ii. About PV module. In case of imported modules it is mandatory to provide a copy of the international product qualification certificate to the test centre.
 - iii. About White LED Lights. The make, model number, country of origin and technical characteristics of LEDs should be stated in the product data sheet.
 - iv. Clear instructions about mounting of PV module
 - v. About electronics

- vi. About charging and significance of indicators
- vii. DO's and DONT's
- viii. Clear instructions on regular maintenance and trouble shooting of Solar Study Lamp.
- ix. Name and address of the person or service centre to be contacted case of failure or complaint

TESTING:

The test report should be submitted complying to the standards mentioned above for both the models after award of the contract. The purchase order will be released after the receipt of qualification reports. The tests should be carried out at MNRE or NABL accredited laboratories.

JREDA also will check the performance on random samples from the lots and will reject the lots for any noncompliance.

Format for Covering Letter

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

(To be submitted in the official letter head of the company)

To,

The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda,
Ranchi - 834002.

Sub: Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand.

Sir,

We are hereby submitting our offer in full compliance with the terms and condition of the above NIB No. We have submitted the requisite amount of "Earnest Money" in the form of Bank Guarantee/Demand Draft, valid for twelve months and Tender fee in the form of Demand Draft.

The tender is uploaded on www.jharkhandtenders.gov.in as per the requirement of the website separately Technical Bid & Financial Bid.

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Information About The Bidding Firm**NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16**

(To be submitted in the official letter head of the company)

SL. No.	Particulars	
1.	Name of the Bidder	
2.	Address of Bidder with Telephone, Fax, email	
3.	Address of the Registered Office	
4.	Address of the works	
5.	GPS Co-ordinate of Registered Office	
6.	GPS Co-ordinate of Factory Campus	
7.	Name & Designation of Authorized Signatory for Correspondence (Attach Power of Attorney as per Annexure-6)	
8.	Nature of Firm (Proprietorship/Partnership /Pvt. Ltd./Public Ltd. Co./Public Sector)	
9.	Permanent Account Number (PAN)/TIN (Attach proof)	
10.	Firm's Registration Number (Attach proof)	
11.	Sales Tax/Value Added Tax Registration Number (Attach proof)	
12.	Specify the Item Originally Manufactured (SPV module/Electronics/Battery) (Attach copy of Registration Certificate of Industry Department)	
13.	Details of in-house testing facility (Attach Proof)	
14.	Office/ Dealer and Service network in Jharkhand with TIN No.(Give details)	
15.	Quoted quantity	
16.	Particulars of Earnest Money	
17.	Place where Materials will be Manufactured	
18.	Place where Materials will be Available for Inspection	
19.	Other details and remarks, if any	

Yours faithfully,

(Signature of Authorized Signatory)

Name :
 Designation :
 Company seal :

(Separate sheet may be used for giving detailed information duly signed)

Declaration by the Bidder

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

(To be submitted in the official letter head of the company)

I/We _____ (here in after referred to as the Bidder) being desirous of tendering for the rate contract for work under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, DO HEREBY DECLARE THAT

1. The Bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
2. The Bidder is capable of executing and completing the work as required in the tender.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Bidder has no collusion with any employee of JREDA or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of JREDA or any of its employees, but only by the tender document.
6. The Bidder is financially solvent and sound to execute the work and will be able to invest a minimum of cash up to 10 percentage of the contract price during implementation of work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of JREDA.
8. The information and the statements submitted with the tender are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been debarred from similar type of work by any SNA/ Government Dept. /PSU.
11. This offer shall remain valid for Six months from the date of opening of the tender.
12. The Bidder gives the assurance to execute the tendered work as per specifications terms and conditions.
13. The Bidder confirms the capability to supply and install required no. of systems per month.
14. The Bidder accepts that the earnest money be absolutely forfeited by JREDA if the Bidder fails to undertake the work or sign the contract within the stipulated period.

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Format For Financial Requirement – Annual Turnover

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

[On the letterhead of Bidding Company]

To,

The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda,
Ranchi - 834002

Dear Sir,

Sub: Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand.

We certify that the Bidding Company had an average Annual Turnover of Rs. -----
----- based on audited annual accounts of the last three years ending 31.03.2014/
2015 for SPV system.

Authorised Signatory
(Power of Attorney holder)

Statutory Auditor
(Stamp & Signature)

Date:

Format For Financial Requirement - Net Worth Certificate**NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16**

[On the letterhead of Bidding Company]

To,

The Director,
 Jharkhand Renewable Energy Development Agency
 3rd Floor, S.L.D.C. Building,
 Kusai Colony, Doranda,
 Ranchi - 834002

Dear Sir,

Sub: Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand.

This is to certify that Net worth of _____ {insert the name of Bidding Company}, as on 31st March 2014 / 2015 is Rs _____. The details are appended below.

Particulars	Amount (In Rs.)
Equity Share Capital	
Add: Reserves	
Subtract: Revaluation Reserve	
Subtract: Intangible Assets	
Subtract: Miscellaneous Expenditure to the extent not written off and carried forward losses	
Net Worth as on 31 st March 2014 / 2015	

Authorised Signatory
(Power of Attorney holder)

Statutory Auditor
(Stamp & Signature)

Format of Power of Attorney for Signing Bid

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position of.....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **All tenders notified by Jharkhand Renewable Energy Development Agency during 2014-15**, including signing and submission of all documents and providing information / Bids to Jharkhand Renewable Energy Development Agency, representing us in all matters before [Insert Name], and generally dealing with Jharkhand Renewable Energy Development Agency in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

_____Signature

Accepted by

..... (Signature)

(Name, Title and Address of the Attorney)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Details of Orders Received and Executed in Last 5 Years

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

Details of Orders Received & Executed by the Manufacturer/Supplier for Supply of LED based Solar Study Lamps to SNA/ Govt. Organization during Last Seven Years.

SL. No.	Name of Agency/ Organization	Purchase Order No., Date & Ordered Qty.	Name of Model	Delivery Schedule	Qty. Supplied Within Delivery Schedule	Qty. Supplied After Delivery Schedule	Date of Full Supply

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Note:

- (a) Attach Photocopies of Purchase Orders
- (b) Attach Photocopies of Certificate of Satisfactory Performance Issued by Concerned Nodal Agency/PSU/ Govt. Organization
- (c) Separate sheet may be used for giving detailed information in seriatim duly signed. This bid Performa must be submitted duly signed in case separate sheet is submitted

Format for Technical Details**NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16**

To,

The Director,
 Jharkhand Renewable Energy Development Agency
 3rd Floor, S.L.D.C. Building,
 Kusai Colony, Doranda,
 Ranchi - 834002

Dear Sir,

Sub: Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand.

SL. No.	Particulars	Details with make
1	Make of Solar Module (Attach IEC Certificate)	:
2	Weather resistant HDPE Junction Box (IP65)	:
3	Nominal Voltage	:
4	Operating Voltage of Solar Module (nom)	:
5	Peak Power Voltage (Vmp)	:
6	Peak Power Current (Imp)	:
7	Open Circuit Voltage (Voc)	:
8	Short Circuit Current (Isc)	:
9	Make of Battery and Origin	:
10	Type of Battery	:
11	Battery Rating (Voltage & AH)	:
12	Make of LED and origin	:
13	LED Rating (watt)	:
14	LED efficacy	:

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Technical Detail Form**NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16**

(To be submitted in the official letter head of the company)

Warranty Card

1.	Name & Address of the Manufacturer/ Supplier of the System	
2.	Name & Address of the Purchasing Agency	
3.	Date of Supply of the System	
4.	Details of PV Module(s) Supplied in the System	
	(a) Name of the Manufacturer	
	(b) Make	
	(c) Model	
	(d) Serial No.	
	(e) Wattage of the PV Module(s) under STC	
	(f) Guarantee Valid Up To	
5.	Details of Battery	
	(a) Name of the Manufacturer	
	(b) Make	
	(c) Model	
	(d) Batch/Serial No(s).	
	(e) Month & Year of Manufacture	
	(f) Rated V & AH Capacity at C/20 or C/10 Rated at 27°C	
	(g) Guarantee Valid Up To	
6.	Details of Electronics & Other BOS Items	
	(a) Name of the Manufacturer	
	(b) Make	
	(c) Model	
	(d) Serial No(s).	
	(e) Month & Year of Manufacture	
	(f) Guarantee Valid Up To	
7.	Details of LED	
	(a) Name of the Manufacturer	
	(b) Make	
	(c) Model	
	(d) Batch/Serial No(s).	
	(e) Month & Year of Manufacture	
	(f) Guarantee Valid Up To	
8.	Designation & Address of the Person to be Contacted for Claiming Warranty Obligations	

(Signature of Authorized Signatory with Name Designation & Company Seal)

Filling Instructions:

1. The LED based Solar Study Lamps components will be generally guaranteed as per General Terms & Conditions. The manufacturer can also provide additional information about the system and conditions of Guarantee as necessary. The Guarantee card to be supplied with the system must contain the details of the system supplied as per format given above.
2. During the Guarantee period JREDA/users reserve the right to cross check the performance of the systems for their minimum performance levels specified in the MNRE specifications.

Price Bid**NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16**

S. No.	Description	Total Offered Quantity	Price in Rupees	
			Unit Price (Rs.)	Total Price (Rs.)
1	2	3	4	5=3X4
1	Design, Manufacturing, Testing and Supply of White LED Based Solar Study Lamps for distribution among Government School Students of Jharkhand.			

- 1 Above quoted price for LED based Solar Study Lamps are complete in all respect as per Technical Specifications inclusive of all Central/State/Local taxes & duties, packing, forwarding, transit insurance, loading & unloading, transportation & other charges etc. FOR destination at any site in Jharkhand and inclusive of installation, testing, commissioning, performance testing and training.
- 2 Certified that rates quoted for LED based Solar Study Lamps are as per specifications, terms & conditions mentioned in the bid document.

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

(This bid Performa must be submitted duly signed in case separate sheet is submitted)

Format for Submitting Bank Guarantee for Earnest Money

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

(To be submitted in Rs. 100/- Non-Judicial Stamp Paper to be purchased in the name of the issuing bank)

To,

The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda,
Ranchi - 834002.

WHEREAS (Supplier's name) (hereinafter referred to as "Supplier"), a company registered under the Companies Act, 1956 and having its registered office at is required to deposit with you, the Purchaser, by way of Earnest Money Rs. (Rupees only) in connection with its tender for the work with reference to Notice Inviting Bid (NIB) No. dated as per specification and terms and conditions enclosed therein.

WHEREAS the Supplier as per "Notice Inviting Bid, point no. 3 Earnest Money" has agreed to establish a Bank Guarantee in Your favour through us valid up to (date) instead of deposit of earnest money in cash.

WHEREAS you have agreed to accept a Bank Guarantee from us in instead of earnest money in cash from the Supplier.

1. We (Bank) hereby agree and undertake to pay you on demand the said amount of Rs. (Rupees only) without any protest or demur in the event the Supplier/Tenderer after submission of his tender, resiles from or withdraws his offer or modifies the terms and conditions thereof in a manner not acceptable to you or expresses his unwillingness to accept the order placed and/or letter of intent issued on the Supplier/Tenderer for the work under "Notice Inviting Bid Ref. No.:" **09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16**".
2. Your decision as to whether the Supplier/Tenderer has resiled from or has withdrawn his offer or has modified the terms and conditions thereof in a manner not acceptable to you or has expressed his unwillingness to accept the order placed and/or Letter of Intent issued by you on the Supplier/Tenderer for the work under "Notice Inviting Bid Ref. No. : **09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16** in this regard, shall be final and binding on us and we shall not be entitled to question the same.
3. Notwithstanding anything contained in the foregoing, our liability under this Guarantee shall be restricted to Rs. (Rupees only).

4. This Guarantee shall remain valid and in full force and effect up to (Date) and shall expire thereafter unless an intimation is given to the Bank by you earlier in writing discharging us from our obligation under this Guarantee.
5. We shall not revoke this Guarantee during its currency except by your consent in writing.
6. This Guarantee shall not be affected by any change in the constitution of the Supplier/Tenderer or yourselves or ourselves but shall ensure to your benefit and be enforceable against our legal successors or assignees by you or your legal successors.
7. Notwithstanding anything contained herein above unless a demand or claim under this Guarantee is made on us in writing within six months from the date of expiry of this Guarantee we shall be discharged from all liabilities under this Guarantee thereafter.
8. We have power to issue this Guarantee under our Memorandum and Articles of Association and the undersigned who is executing this Guarantee has the necessary power to do so under a duly executed Power of Attorney granted to him by the Bank.

Signed and Delivered

For and on behalf of Bank.

(Banker's Name)

Name of Bank Manager:

Address

.....

**Certificate of Delivery of LED based Solar Study Lamps received by the Consignee as
Proof of Compliance by the Supplier**

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

प्रमाण-पत्र

Consignee/प्राप्त कर्ता का नाम :पदनाम:

विद्यालय का नाम:

विद्यालय का पता :

प्रमाणित किया जाता है कि सोलर फोटोवोल्टेइक कार्यक्रम के अंतर्गत जेडा द्वारा शत-प्रतिशत अनुदानित दर पर स्कूल विद्यार्थियों के बीच वितरण हेतु कुलअदद् LED based Solar Study Lamps प्राप्त किया।

इन सोलर उपकरणों की आपूर्ति मेसर्स द्वारा की गई है।

Consignee/प्राप्त कर्ता का हस्ताक्षर एवं मुहर:

दिनांक :

जेडा प्रतिनिधि का प्रमाण-पत्र

यह प्रमाणित किया जाता है कि उपर इंगित सामानों का निरीक्षण Specification के अनुसार प्राप्त करके उपर इंगित प्राप्त कर्ता को सुपूर्द की जा चुकी है।

आपूर्तिकर्ता का हस्ताक्षर एवं मुहर

जेडा प्रतिनिधि का हस्ताक्षर एवं मुहर

Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

NIB No: 09/JREDA/SPV/SCHOOL/SSL (LED)/2015-16

[On the letterhead of Bidding Company]

(A) Total annual volume of solar related work executed and payments received in the last five years preceding the year in which bids are invited (Attach certificate from CA):

Sr. No.	Financial year	Volume of solar related work (Nos./kWp)	Payments received (Rs. in lakh)
1	2010-11		
2	2011-12		
3	2012-13		
4	2013-14		
5	2014-15		

(B) (i) Existing commitments and on-going works:

Description of work	Place & State	Contract No. & Date	Name & address of Employer	Value of contract (Rs. in lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. in lakh)	Anticipated date of completion
1	2	3	4	5	6	7	8

- Enclose certificate (s) from Engineer's/In-charge for value of work remaining to be completed.

(B) (ii) Works for which bids already submitted:

Description of work	Place & State	Name & address of Employer	Estimated value of works (Rs. in lakh)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

Assessed Available Bid capacity = [(A x N x 2) - B]

A = Maximum value of solar related works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited (period up to 6 months to be taken as half-year and more than 6 months as one year).

B = Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

(Signature of Authorized Signatory)

Name:

Designation:

Company Seal:

Format of Joint Deed Agreement among the members of Bidding Consortium/Association**NIT NO: 09/JREDA/SPV/SCHOOL/SSL(LED)/2015-16**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

FORM OF JOINT DEED AGREEMENT BETWEEN

M/S....., M/S..... AND M/S.....

For NIT NO: 09/JREDA/SPV/SCHOOL/SSL(LED)/2015-16

THIS Joint Deed Agreement executed on this..... day of Two thousand..... between M/s..... a company incorporated under the laws of..... and having its Registered Office at (hereinafter called the "Partner-1", which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at..... (hereinafter called the "Partner-2", which expression shall include its successors, executors and permitted assigns), M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner-3", which expression shall include its successors, executors and permitted assigns) (The Bidder Consortium should list the details of all the Consortium Members) for the purpose of making a Bid and entering into the Implementation Agreement (in case of award) to be hereinafter referred to as the Contracts, against NIT NO: **09/JREDA/SPV/SCHOOL/SSL(LED)/2015-16** of Jharkhand Renewable Energy Development Agency (JREDA) having its Office at _____, Ranchi, Jharkhand.

WHEREAS, JREDA had invited Bids for Design, Manufacture, Testing, Supply, Installation & Commissioning of 1.0 & 2.0 kWp Capacity SPV Power Plants in Panchayat & Block Offices in all districts of Jharkhand on Turnkey basis Including 5 years CMC on the complete system vide its **NIT NO: 09/JREDA/SPV/SCHOOL/SSL(LED)/2015-16**

AND WHEREAS the bidding document stipulates that the Bidders qualifying on the strength of a Bidding Consortium will have to submit a legally enforceable Joint Deed Agreement in a format specified by the JREDA.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the partners in this Consortium do hereby mutually agree as follows:

- In consideration of the Award of the Contract(s) by the JREDA to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s.....), shall act as the Lead Member for self and agent for and on behalf of Partner-2 and Partner-3 (the names of the partners to be filled in here).
- The Lead Member is hereby authorised by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract shall be done exclusively by the Lead Member.
- Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for both its own liability as well as the liability of other Members.
- The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
- This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [_____] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Security Deposit in favour of JREDA, as stipulated in the bidding documents jointly, on behalf of the Consortium Members, in favour of the JREDA.

- It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the JREDA.
- The Lead Member is authorised and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the purposes of the Project.
- It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of JREDA.
- This Joint Deed Agreement has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner, sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof; may not be amended or modified except in writing signed by each of the Partners and with prior written consent of JREDA:

IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

1. For M/s

(Partner 1)

Common Seal of M/s.....

 have been affixed in my/
 our presence pursuant to
 Board / Board of Directors Resolution
 dated

(Signature of the authorised
 representative)

Name.....

Signature.....

Designation.....

2. For M/s

(Partner 2)

Common Seal of M/s.....

 have been affixed in my/
 our presence pursuant to
 Board/Board of Directors Resolution
 Dated

(Signature of the authorised
 representative)

Name.....

Signature.....

Designation.....

3. For M/s

(Partner 3)

Common Seal of M/s.....

 have been affixed in my/
 our presence pursuant to
 Board/Board of Directors Resolution
 Dated

(Signature of the authorised
 representative)

Name.....

Signature.....

Designation.....