



**Letter No. : 1682/2007-08**

**Date: 15/02/2008**

To

M/s TATA BP Solar India Limited,  
6<sup>th</sup> Floor, TATA CENTRE,  
43, Chowringhee Road,  
Kolkata – 700 071.  
Ph no. – 033-22880452/3240/64550452  
Fax no.– 033-22881736  
Email- ero@tatabp.com

**Sub: Work Order of NIB No. JREDA/SLEP/01/2007-08 Dtd. 24.07.2007 for Construction of Seminar Hall & Setting up of 20 kWp Building Integrated Solar Photovoltaic Power Plant in the State Level Energy Park Complex at Sidhu-Kanu Udyan, Ranchi, Jharkhand on Turnkey Basis.**

- 1) NIB No. JREDA/SLEP/01/2007-08 Dtd. 24.07.2007
- 2) Your offer no. TABP/ERO/SD/QTN/42/07-08 dated 21.08.2007

Sir,

With reference to your offer against above NIB, JREDA (Jharkhand Renewable Energy Development Agency) is pleased to accept your offer as per Tender Conditions:

**1.0 SCOPE OF WORK DETAIL AS FOLLOWS:**

Construction of seminar hall, battery room, panel room, solar shop, toilets, plaza, septic tank. This civil work includes the foundation, superstructure, finishing, electrification and curing etc and Testing and commissioning of the 20 kWp Solar PV Power Plant, control panels and related works includes manufacture, shop testing, packing & forwarding, transportation, transit insurance & supply, Installation, testing and commissioning including 10 (Ten) years Comprehensive Maintenance Contract ( CMC ) of the systems

and Civil works on Turnkey Basis complete with all respects along with tools & tackles kit and operation instruction manual and maintenance manual and delivery on FOR at Sidhu-kanu Park, Demonstration of performance & training.

## **2.0 PRICE, QUANTITY & VALUE**

The price details as per **Annexure- (I)**.

The above prices are inclusive of excise duty, CST and sales tax / Jharkhand VAT on finished items, Turn over Tax (TOT)/ Octroi, Professional tax, entry tax etc. as applicable. Prices also include charges towards packing, forwarding, transportation charges, transit insurance and freight F.O.R. destination at Sidhu-Kanu Park, Ranchi and also performance testing, training and 10 (Ten) years of comprehensive maintenance contract (CMC).

## **3.0 VALUE OF ORDER**

**Rs. 17165303.00 (Rupees One Crore seventy one lacs sixty five thousand three hundred three)** only including all taxes and duties as applicable.

## **4.0 TIME OF COMPLETION**

The contractor shall provide full programme of the execution of work. Strict adherence to schedule mentioned in contract conditions shall be the essence of the contract and must be maintained. The work must be completed, within 6 (six) months from the date of acceptance of order or date of handing over of site, whichever is earlier.

## **5.0 COMPLETENESS OF TENDER:**

All the terms and conditions & scope of work mentioned in the NIB shall be deemed to have been accepted by the Contractor for the completeness of the tender.

## **6.0 TECHNICAL SPECIFICATIONS**

**As detailed in Notice Inviting Bid.**

## **7.0 INSPECTION AND TESTING**

- 7.1 The Director, JREDA and his duly authorized representative shall have, at all reasonable time access to the Contractor's premises, and shall have the power, at all reasonable times, to inspect and examine the materials and workmanship during execution of the work during its manufacture, shop assembly and test and if part of the plant is being manufactured in another premises, the contractor shall obtain for the Director, JREDA or his duly authorized representative, necessary permission to inspect it as if the plant was manufactured at Contractor's own premises.
- 7.2 The Director, JREDA shall, on giving seven days' notice in writing to the Contractor, setting out any grounds of objections which he may have in respect of the work, be at liberty to reject all or in part or workmanship connected with such work, which, in his opinion defective for any reason whatsoever; provided that, if such notice be not sent to the Contractor within reasonable time after the grounds on which notice is based have come to reject the said plant or workmanship on such grounds. Unless specifically provided otherwise, all tests shall be made at the Contractor's works before shipment.
- 7.3 The contractor shall, if required, give the Director, JREDA notice of any equipment being ready for testing, and the Director, JREDA or his authorized representative, if so desired, shall on giving twenty four hour's previous notice in writing to the contractor attend at Contractor's premises within 15

days of the date on which the material is notified as being ready failing which or alternatively if JREDA at its own discretion waives the inspection and testing, the contractor may proceed with the tests which shall be deemed to have been made in the presence of Director, JREDA and he shall forthwith forward six sets of duly certified copies of test results and certificated to the Director, JREDA for the approval of JREDA. The contractor shall dispatch the equipment only after receiving the test certificates in writing by JREDA.

- 7.4 In all cases where the contract provides for tests whether the premises of the Contractor or any sub-contractor, the contractor except where otherwise specified, shall provide free of charge such labour, materials, electricity, fuel, water, stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests in accordance with the contract, and shall give facilities to the Director, JREDA or his authorized representative, to accomplish such testing.
- 7.5 If the inspection is done through an independent authority, at the option of JREDA, the purchaser shall pay the inspection fee, if any.
- 7.6 When the inspection and tests have been satisfactorily completed at the contractor's work, the Director, JREDA or his authorized representative shall issue a certificate to that effect.
- 7.7 Neither the waiving inspection nor acceptance after inspection by JREDA shall, in any way, relieve the contractor of responsibility of supplying the plant and equipment strictly in accordance with specification and drawings etc.

## **8.0 DELIVERY OF EQUIPMENTS**

- 8.1 The Contractor shall deliver the materials in accordance with the terms and conditions of the contract at the time/times at the place/places and in the manner specified in the contract. The contractor shall comply with instructions that may be given by the purchaser from time to time regarding the transit of the plant and material.
- 8.2 Notification of delivery or dispatch in regard to each and every consignment shall be made to JREDA immediately after dispatch or delivery. The supplier shall supply the consignee Invoice in triplicate and packing account of all stores delivered or dispatched by him.
- 8.3 In case of any occurrence of loss or damage in transit up to destination, it shall be liability of the contractor to initiate or pursue the claim with insurance company. He should take immediate steps to repair the damaged apparatus or replacement thereto. JREDA on merit will consider any time limit extension in such contingency.

## **9.0 DIRECTOR'S DECISION**

In respect of all matters which are left to the decision of the Director, JREDA, including the granting or withholding certificates, the Director, JREDA shall if required to do so by the contractor, give in writing a decision there on. If the decision is not accepted by the contractor the matter will, at the request of the contractor be referred to arbitration under the provision for arbitration hereinafter contained but, subject to the right of reference to arbitration; such decision shall be final and binding on the contractor.

## **10.0 CONTRACT PRICE**

- 10.1 Contract Price and unit rates shall remain firm and binding and shall not be subject to any variation, whatsoever, on any account except for statutory variation on taxes & duties during contractual completion period.
- 10.2 The Contract price & unit rates includes and covers the cost of all royalty & fees for all articles & processes, protected by letters, patent or otherwise incorporated in or used in connection with the work, also all royalties, rents and other payments in connection with obtaining all the materials for the work and the supplier shall indemnify and keep indemnified the JREDA, which indemnity, the contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies.
- 10.3 During the period of the contract, JREDA may order addition / deletion in quantities which supplier shall comply. The adjustment in Contract Price shall be made at the same unit rate as per Price Schedule.
- 10.4 All applicable charges for taking statutory clearances, wherever necessary, are included in the contract price.

## **11.0 TERMS & CONDITIONS OF PAYMENT**

- Subject to any deduction which the Purchaser may be authorized to make under this contract, and or to any additions or deductions provided for in this contract, the contractor shall be entitled to payment subject to availability of funds as follows:
- 11.1 All payments shall be made in Indian Rupees, unless otherwise specified in the contract.

- 11.2 An amount equivalent to 90% (Ninety percent) of contract value of the item will be paid after completion of Supply, Installation & Commissioning. Another 10% (Ten percent) of contract value of the item will be released after three months from the date of commissioning provided the Contractor has already provided a performance guarantee for 10 % (Ten percent) of the Contract Value.
- 11.3 An amount of 60% (Sixty percent) of contract value of the item(s) will be paid in case of completion of civil work but before painting and final finishing. Another 30% (Thirty percent) will be made on completion of final finishing and painting.
- 11.4 Balance 10% (ten percent) of the contract value and Earnest Money for both electrical and civil works will be paid after three months from the date of completion including commissioning of 20 kWp SPV power plant subject to furnishing of Performance Guarantee valid for a period not less than one year.
- 11.5 In the event of contractor not being able to carry out the work or a part of the work assigned to him in accordance with the terms of this contract, the Purchaser shall have the right to recover any sums advanced, from the contractor from his/its assets/amount due against Earnest Money/Security Deposit.

## **12.0 INCOME TAX**

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

### **13.0 VARIATION IN TAXES AND DUTIES**

- 13.1 The adjustment in the Contract Price towards imposition of new taxes or abrogation of existing taxes due to statutory variation shall be applicable only if the new tax is enacted or existing tax is abrogated within Contractual delivery/execution period.
- 13.2 The Supplier shall bear and pay all liabilities in respect of statutory variations in taxes and duties and imposition of new taxes and duties that may be imposed after the execution of the particular item(s) of work though new tax may be imposed during the currency of the contract.

### **14.0 TRANSIT INSURANCE**

#### **14.1 Insurance for Materials**

The contractor shall arrange for transit and erection insurance of the materials required for setting up of 20 kWp Solar PV power plant and other materials required for civil, sanitary and electrical works at his own cost. JREDA shall, in no case be held responsible for any loss, damage or theft of materials/ equipment so long the site continues to remain under the custody of the contractor.

#### **14.2 Insurance for Workmen**

The contractor should arrange for providing insurance cover to his workmen under Workmen's Compensation Act or similar Rules/Acts as applicable during the pendency of the contract for covering risk against any mishap to his workmen. JREDA will not be responsible for any such loss or mishap.



### **14.3 Workman's Payment & Compliance to Labour Laws**

The contractor shall comply with all labour rules and regulations of the State & Central Government and these rules shall be strictly followed. All labour licenses and other formalities required for this purpose must be carried out in time. Payments to all workmen engaged for this work will be paid wages as Minimum Wages Act of Jharkhand State. Labour disputes, if any shall be solved entirely by the contractor himself and JREDA will not be responsible for any such dispute.

### **15.0 DESPATCH INSTRUCTIONS**

15.1 All the items /Equipments shall be subjected to inspection by JREDA or Authorised representative as per relative Standards/ provision approved by JREDA before dispatch of items.

15.2 The equipment shall be dispatched as per the detailed "Dispatch Instructions" which will be required to be followed strictly at the time of dispatch. However, equipment shall be dispatched only after receipt of "Dispatch Clearance" from JREDA after inspection and acceptance of the equipment is over. No consignment shall be dispatched without receipt of dispatch clearance from JREDA.

### **16.0 TRAINING, AFTER SALES SERVICE, AVAILABILITY OF SPARES**

The contractor will organize training programme for JREDA and other persons engaged for operation and maintenance of the whole Energy Park in consultation with JREDA. The training programme will focus on operation and maintenance of the Solar PV power plant. Printed leaflet/ literature shall be made available in English and Hindi by the contractor regarding the operation and maintenance of Solar PV power plant.

## **17.0 PERFORMANCE GUARANTEE**

- 17.1 Within 15 days from the of issue of Letter of Intent/Work Order the contractor shall furnish a Bank Guarantee from a Nationalized Bank /Scheduled Bank on the format given in enclosed as **Annexure-(II)** for an amount equal to ten percent (10%) of the order value by way of Bank Guarantee for the due and faithful performance of the agreement and for the due and faithful performance of the Letter of Intent along with other terms and conditions.
- 17.2 Such agreement shall be valid and binding, notwithstanding such variations, alterations or agreed under these general conditions during the entire warranty period as per Clause No.G.24 of the General Conditions of Contract of the tender document. The contractor shall, at his own cost, get the validity period of the Bank Guarantee furnished by him, extended from time to time till completion of warranty period, as per provisions of the contract and shall furnish the extended Bank Guarantee to the Purchaser before expiry date of original Bank Guarantee or any extension thereof. In case the extended Bank Guarantee is not received by the Purchaser 15 days before the expiry date, the purchaser, entirely at his discretion shall be at liberty to encash the aforesaid Bank Guarantee.
- 17.3 On due completion of work in all respects and on expiry of the Guarantee Period as per relevant clause the earnest Money and all payments due to him will be returned to the contractor without any interest on presentation of an absolute 'NO DEMAND CERTIFICATE' from JREDA and up on return, in good condition, of any specifications, drawings, technical literature, samples, tools and tackles or any property belonging to the purchaser which may have been issued to the contractor. Provided always that JREDA shall be entitled to retain, set off, deduct or adjust any claim against the contractor from the money deposited with or becoming payable to JREDA.

## **18.0 LIQUIDATED DAMAGE**

Scheduled date of completion shall be treated as the essence of the contract. Liquidated damage shall be imposed at the rate of 0.5% of the unexecuted value per week of delay up to a maximum of 5% at the sole discretion of the Director, JREDA. If there is any valid and acceptable reason for delayed execution supported with details of hindrances, the Director, JREDA may, at his discretion consider lowering down the penalty rate or even waiving off the penalty on having written application from the contractor.

## **19.0 GUARANTEE PERIOD AND COMPREHENSIVE MAINTENANCE CONTRACT**

### **19.1 Guarantee Period**

- 19.1.1 The contractor shall provide guarantee which include servicing & replacement guarantee for parts and components of the Solar PV power plant; such as Battery, Charge Controller, Inverter and PCU etc. for Solar PV power plant for 10 (Ten) years. For PV modules, the replacement guarantee is for ten years from the date of commissioning the Solar PV power plant at site & demonstration of performance to JREDA.
- 19.1.2 The manufacturers shall provide additional information about the system and condition of guarantee as necessary.
- 19.1.3 Supplier shall without prejudice to any other clauses of the order repair/replace the defective parts and restore the system to satisfactory working/performance within 10 days of intimation of fault without any additional cost to JREDA within the period of guarantee.

## **19.2 Comprehensive Maintenance Contract (CMC)**

19.2.1 The Comprehensive Maintenance Contract (CMC) shall be comprehensive which shall include servicing and replacement of all system components for specified period of 10 (Ten) years. The maintenance service shall not only include SPV power plant but also all other functions including maintenance of building and other services in the building. All preventive, routine, breakdown and corrective services are to be provided. The CMC shall have the following components as described below:

- i) During Comprehensive Maintenance Contract (CMC) Period, all replacement of defective components will be replaced by manufacturer free of cost.
- ii) The contractor will depute atleast one staff on regular basis on duty for normal operation and maintenance of the plant, machineries and the building.
- iii) **Preventive/Routine Maintenance:** This shall be carried out by the contractor atleast once every three months and shall include activities like cleaning & checking the health of the SPV system, cleaning of Module surface, topping up of batteries, tightening of all electrical connections, cleaning & greasing of battery terminals and any other activity that may be required for proper functioning of the SPV System.
- iv) **Breakdown / Corrective Maintenance::** Whenever a complaint is lodged by the user, the contractor shall attend within reasonable period of time and in case of any major breakdown, it will be corrected within a period not exceeding seven days.

- v) The contractor shall maintain trained manpower for carrying out the CMC services.
- vi) The contractor shall maintain Logbook of event related to CMC in bound register with recordings of time and date & same documents/reports must be submitted to JREDA in interval of three months regularly.
- vii) The contractor will maintain a separate Logbook in proper format for 20 kWp Solar PV Power Plant.
- viii) The starting date of CMC maintenance period will be the date of commissioning of the power plant.

## **20.0 FORCE MAJEURE CONDITIONS**

- 20.1 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 the force majeure clause last.
- 20.2 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, civil war, rebellion, revolution, insurrection, military coup to usurp power, damage from aircraft, nuclear fission, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by contractors negligence and other causes which the contractor has no control and accepted as such by the Director, JREDA whose decision shall be final and binding.
- 20.3 Time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such clause lasts.

20.4 If works are suspended by force majeure conditions lasting for more than two months, the Purchaser shall have the option of canceling this contract in whole or part thereof, at its discretion.

20.5 The Contractor shall not claim or compensation for 'Force Majeure conditions' and shall take appropriate steps to insure men and materials utilized by him under the contract well in time.

## **21.0 BREACH & CANCELLATION OF THE CONTRACT**

21.1 In case of non-performance in any form or change of the covenants and conditions in this contract by the contractor, Director, JREDA shall have the power to annul, rescind, cancel or terminate the contract and upon its notifying in writing to the contractor that it has so done, this contract shall absolutely determine. The decision of Director, JREDA in this regard shall be final and binding.

21.2 JREDA may cancel the contract or a portion thereof and if so purchase or authorized purchase of the plant/ equipment not so delivered or order exhibit/ equipment of similar description (opinion of the Director, JREDA shall be final) at the risk and cost of the contractor. If the contractor had defaulted in the performance of the original contract, the purchaser shall have the right to ignore his tender for risk purchase even though lowest.

## **22.0 AGREEMENT/ CONTRACT**

The supplier shall enter into an agreement in the office of Director JREDA in non judicial stamp paper of appropriate value before commencement of supply.

## **23.0 ARBITRATION**

- 23.1 Except where otherwise provided, if at any time, any question, dispute or difference, whatever shall arise between the contractor and JREDA upon or in the relation to or in connection with this contract with either of the parties may give to other notice in writing of the existence of such a question on rejection of the matter, the dispute or difference shall be referred to the sole arbitrator appointed by JREDA at the time of dispute after ascertaining the terms of reference mutually.
- 23.2 The arbitrator will preferably be a member of Arbitration Council and arbitration proceedings will take place as per provisions of Arbitration Act, 1940 or any statutory modifications or re-enactment thereof, and the rules made there under and for the time being in force shall apply.
- 23.3 The contractor will ensure that the work under this contract shall continue during arbitration proceedings and dispute and no payments due from or payment by the purchaser shall be withhold on account of such proceedings except to the extent which may be in dispute.
- 23.4 All disputes shall be settled by reference to Arbitration and Conciliation Act 1996 within Ranchi jurisdiction of Court of Low only.

## **24.0 ASSIGNMENT/ SUB-LETTING**

- 24.1 The contractor shall not without the prior consent in writing of the Purchaser, assign or sublet or transfer his contract, or a substantial part thereof other than raw materials, or for any part of the work of which makers are named in the contract, provided that any such consent shall not relieve the Contractor from any obligation, duty or responsibility under the contract.

24.2 JREDA reserves the right to reject the equipment/Work sub-contracted and procure the same from elsewhere at Contractor's Risk and Cost. The Vendor 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.

## **25.0 ACKNOWLEDGEMENT**

Please acknowledge receipt of this order and confirm before 29/2/2008 about commencement of supply of materials as per delivery schedule.

Yours faithfully



श्री एस० ई० एच० काजमी,  
निदेशक जंदा

**Director,  
JREDA, Ranchi.**

***Encl.: As above.***