

By Registered Post

From

The Director,
New & Renewable Energy Department,
Haryana & HAREDA, Institutional Plot No.1,
Akshay Urja Bhawan, Sector-17,
Panchkula (Haryana).

To

M/s K-Energy,
5, Haider Building, Outside Sojati Gate,
Jodhpur-342001 (Rajasthan).

Memo No./ HAREDA/2017/

Dated:

Subject: **Debarring of M/s K-Energy, Jodhpur.**

- Reference: - (1) Memo no. NRE/HAREDA/2017/143-147 dated 10.04.2017 sent by HAREDA.
(2) Registered notice from HAREDA no. NRE/HAREDA/2017/810 dated 19.05.2017.
(3) Registered notice from HAREDA no. NRE/HAREDA/2017/2223 dated 02.08.2017.
(4) Memo. No. NRE/HAREDA/2017/4227-28 dated 23.11.2017.

Haryana Renewable Energy Development Agency (HAREDA) has placed work order for supply, installation & commissioning of solar steam cooking systems in Gurukul Kurukshetra (reflector area of 256 sq. meter) and Gurjar Kanya Vidya Mandir, Devsar (reflector area of 96 sq. meter) with M/s K-Energy, 5, Haider Building, Outside Sojati Gate, Jodhpur vide order no. 5514 dated 28.10.2015. The commissioning of the project was to be completed latest up to 06.03.2016 but M/s K-Energy; Jodhpur did not commission the project.

In the clause no. 6 of the work order regarding Time schedule, Penalty / liquidated damages, it was clearly stipulated that:-

"The systems are to be supplied, installed & commissioned within three months from the date of issue of work order.

(i) The time of delivery or dispatch stipulated in the supply order shall be deemed to be the essence of the contract, and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to penalty per consignment @ 2% per month of the cost of the unperformed services of delay until actual performance up to a maximum deduction of 10% of the delayed services recoverable on the value of the stores supplied. Once the maximum is reached, the "HAREDA" may consider termination of the contract. In case of non-payment by the contractor, recovery will be made from his bills or amount of Earnest money or security deposited with Director, HAREDA, provide also that:

(a) In case of delay on part of the supplier, the matter for extension of delivery period will be decided on merits by the Director, HAREDA by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no

loss to the Government. In case the delivery period is amended, no penalty for supplies made during the extended period will be recovered from the supplier.

(b) On the failure of the suppliers to make supply within the extended period or otherwise and the receipt of such information in the office of the Director, HAREDA, risk purchase at the cost of the supplier will be made by the Director, HAREDA within two months of the expiry of stipulated delivery period by inviting short terms quotations from the Registered and other known suppliers. The difference of excess cost thus, incurred will be recovered from the supplier from his pending bills, earnest money or security whichever is available and the supplier will be debarred. This procedure will be adopted after serving a registered notice to the supplier to supply stores within 15 days.

(ii) The Contractor shall not;

(a) Without the consent in writing of HAREDA transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.

(b) HAREDA shall have at all reasonable time access to the works being carried out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of HAREDA.

(c) Disclose details of the conditions governing this contract to unauthorized persons (Indenting against this contract is permissible only for the bonafide use of Governments departments and quasi public and not for private parties or for the private use of the Government officers).

(iii) In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of the tender or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting/ or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this tender, or if the bidder or his agents or servants being guilty of fraud in respect of the contract or any other contract entered into by the contractor or any of his partners or representatives thereof with Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise to any person in the employment of Government in any way relating to such officers or person of persons, office or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/ their creditors or attempts to do so then without prejudice to Government rights and remedies otherwise, HAREDA/ Government shall be entitled to terminate this contract forthwith and to blacklist the contractor and purchase or procure or arrange from Government's stocks or otherwise at the contractor's risk and at the absolute discretion of the Director, HAREDA as regards the manner, place or time of such purchases, such supplies as have not been supplied or have been rejected under this agreement or are required subsequently by Government there under and in cases where issues in replacement are made from Government's stocks or supplies, the cost of value of stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may accrue to Government".

Thus as per the terms & conditions of the work order, both the systems were to be installed up to 28.01.2016 which was extended up to 06.03.2016 without penalty. Your firm has availed 75 % (including 10% performance BG) payment against the supplies but even after notices sent to your office stating that penal action will be initiated against M/s K-Energy, Jodhpur for non-commissioning of systems, non- submission of project completion

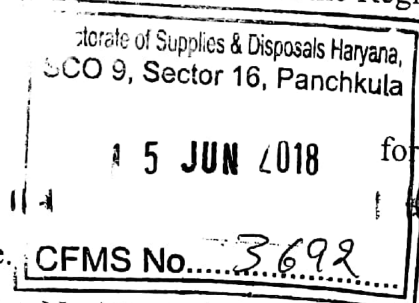
certificate, performance report with handing over certificate and Photographs, your firm failed to complete the work even after giving more than sufficient time for the same.

The copies of letters/ notices, as mentioned in above reference, sent are enclosed herewith.

The project is a sanctioned project from the Ministry of New & Renewable Energy, Govt. of India and non-commissioning of the systems has not only delayed in settlement of accounts with the MNRE/GOI but it has suffered a major setback.

Accordingly, after due consideration of the matter, competent authority of HAREDA has decided to debar M/s K-Energy, 5, Haider Building, Outside Sojati Gate, Jodhpur (Rajasthan). This entity shall not be permitted to participate in any tender, programme and /or activities of HAREDA for 5 years with immediate effect. Your incompetency shall be informed to all the State Nodal Agencies and the Ministry of New & Renewable Energy, Govt. of India.

Furthermore, as decided in the meeting held on 24.10.2017, the work of both the systems shall be got completed at your risk & cost as per clause 6 of the work order by inviting short terms quotations from the Registered and other known suppliers.



Chief Scientific Engineer
for Director, New & Renewable Energy
Department, Haryana & HAREDA,
Panchkula.

Encl- As above.

Endst. No./ HAREDA/2017/962-999 Dated: 14/06/18

A copy of the above is forwarded to the following for information:-

- (i) Secretary, Ministry of New & Renewable Energy, Govt. of India, Block-14, CGO Complex, Lodhi Road, New Delhi-110003.
- (ii) All the State Nodal Agencies (SNAs) of State Government/ UTs in the Country.
- ✓ (iii) Director, Supplies & Disposals Department, Haryana, Sector 16, Panchkula.

Chief Scientific Engineer
for Director, New & Renewable Energy
Department, Haryana & HAREDA,
Panchkula.

Cc :

- 1- Additional Deputy Commissioner-cum-Chief Project Officer, Kurukshetra.
- 2- Additional Deputy Commissioner-cum-Chief Project Officer, Yamuna Nagar.
- 3- Principal, Gurukul Gurkshetra, Kurukshetra.
- 4- Principal, Gurjar Kanya Vidhya Mandir, Devdhar, Yamuna Nagar.