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RATE CONTRACT

HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY (HAREDA)

(NEW & RENEWABLE ENERGY DEPARTMENT, HARYANA)

Akshay Urja Bhawan, Institutional Plot No. 1, Sector-17, Panchkula

PHONE: 0172-2585733, 2585433 EPBX: 0172-2587233, 2587833

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Email: HAREDA@CHD.NIC.IN Website: www.hareda.gov.in

To

Rate Contract No. DRE/HAREDA/2018-19/844-848 Dated: 8/02/19

1. M/s.Easy Solar Solutions Pvt. Ltd.
270, New Defence Colony, Railway Road
Muradnagar, Ghaziabad, UP-201206
Phone No.011-42418847/9818133662
E-mail:- director@easysolarsolutions.com
2. M/s.Inlxy Power Solution Pvt. Ltd.
202/207 Milton Road opposite Atlas Mandir,
Sonapat, Haryana-131001
9215092999, 9215892999
E-mail:-sangwanenergy@gmail.com,
sangwanenergy@rediffmail.com
3. M/s. D.A.S Electricals Works
Shop No.6, Near Library, Patel Nagar,
Hisar, Haryana
7082300385, 8222098880
E-mail:- daselectricalsworks@gmail.com, amitsihagdas@gmail.com
4. M/s. Dynamic Powers
Kella No.83/20, Behind Plit No.132, HSIDC, Kundli
Distt.Sonapat, Haryana
0130-2371041, 2219641, 9310177100
E-mail:- dynamicpowerbattery@yahoo.com
5. M/s. Jimidara Electricals
Shop No.19, saini Samaj Bhawan
Pehowa Road, Thanesar, Kurukshetra
9416097307
E-mail:- sweshk1874@gmail.com

SUBJECT: **RATE CONTRACT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF STANDALONE LED SOLAR STREET LIGHTS WITH LITHIUM FERRO PHOSPHATE BATTERY INCLUDING WARRANTY & MAINTENANCE FOR FIVE YEARS IN THE STATE OF HARYANA.**



Reference: (I) This office tender enquiry opened on 06-09-2018.
(II) Your quotation submitted against the said tender enquiry followed by your subsequent last letter.

You are hereby informed that your above referred tender read with subsequent letter mentioned above for the stores specified in the Schedule- A annexed has been accepted. This Rate Contract will be governed by the terms and conditions given in Schedule-B. The rate contract and the schedules annexured here shall be sole responsibility of this Rate Contract/ transaction.

2- This Rate Contract shall be valid for one year from its date of issue or max purchase on the Rate contract shall be max-1.5 times of the original tendered quantity, whichever is earlier.

3- The other terms and conditions and specifications not mentioned in the schedule- B, shall be as per DNIT.

4- Please acknowledge receipt of this Rate Contract within a week's time from the date of issue by returning the second copy duly signed and stamped by authorized representative of your firm.

5- This Rate Contract contains 23 pages, including this page.

Annexures:

1. Schedule "A"- Description of Stores, Prices, Duties/ Taxes.
2. Schedule "B"- General Terms & Conditions of the Contract.
3. Schedule "C"- TECHNICAL SPECIFICATIONS OF STANDALONE LED SOLAR STREET LIGHTS WITH LITHIUM FERRO PHOSPHATE BATTERY

P. Reddy
for Scientific Engineer 'A'
Director, New & Renewable Energy
Department & (HAREDA), Panchkula
(Haryana).

Encl: As above



Schedule-A



DESCRIPTION OF STORES, PRICES, DUTIES/ TAXES

Sr. No.	Rate approved by HPPC inclusive of all taxes and duties as per DNIT, FOR destination (in Rs. per unit)	Name of the Firm	State of Billing	Monthly supply capacity offered in the bid (in nos.)	% age allocation of tendered quantity to the firm
1.	12650	Easy Solar Solutions Pvt Ltd	UttarPradesh	5000	50%
2.	12650	Inixy Power Solutions Pvt Ltd	Haryana	2900	12.5%
3.	12650	D.A.S. Electric Works	Haryana	3500	12.5%
4.	12650	Jimidara Electronics	Haryana	3500	12.5%
5.	12650	Dynamic Power	Haryana	2700	12.5%

(Signature)



GENERAL TERMS AND CONDITIONS OF CONTRACT

SCOPE OF WORK AND TERMS & CONDITIONS OF THE CONTRACT

1. DETAILS OF WORKS:

Design, manufacture, supply, installation and commissioning of 10000 nos. LED solar street lights with lithium ferro phosphate battery as per DNIT specifications and warranty for five years of the complete system from the date of successful Commissioning.

2. THE SCOPE OF WORK SHALL ALSO INCLUDE THE FOLLOWINGS:

- 2.1 Detailed planning of time bound smooth execution of Project;
- 2.2 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. 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.
- 2.3 Supplier shall be responsible for delivering all the equipment at store of district head quarter under his own arrangement within the stipulated time frame.
- 2.4 The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture of acquisition, transportation, storage at site and delivery to site during the construction period by the supplier at his own cost.
- 2.5 Comprehensive maintenance contract (CMC) of the Project for five year to assure faultless operation, and inventory maintenance;
- 2.6 After sales service through service center/s;
- 2.7 Coverage of risk liability of all personnel associated with implementation and realization of the Project;



- 2.8 The successful bidder shall train the user about the day to day care and maintenance of the system.
- 2.9 The Successful Bidder shall maintain sufficient inventory of the spare parts to ensure that the Project is functional during the period of warranty period.
- 2.10 Comprehensive maintenance contract (CMC) of the Project at every location, from the date of the Commissioning of Project has to be carried out by the Successful Bidder. Comprehensive maintenance contract of the Project shall be for the five (5) years from the date of Commissioning.
- 2.11 Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- 2.12 Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- 2.13 Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- 2.14 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 under this Contract; and

3. TIME SCHEDULE, PENALTY/LIQUIDATED DAMAGES

- a. The ordered system/s are allowed to be got **inspected, supplied, installed and commissioned** within **four (04) months** time from the date of issue of work order during which following milestones should be achieved by the firm for execution of the project:

b.

Sr.no.	Description	Time Required
1.	Award of contract/ Issue of work order	Say X date
2.	Acknowledge the receipt of the work order	X+ 7days
3.	Submission of Security Deposit / Performance Bank Guarantee	X + 15 days
4.	Pre-dispatch Inspection by Purchaser	X + 90 days
5.	Progressive deliveries of complete material, installation , testing and Commissioning etc.	X + 120 days



Note: In case, where name of beneficiary list not provided with work order for LED solar street lights, list of beneficiaries will be provided by the HAREDA or/ by PO/APO of the district to the supplier at the time of receipt of material or at the time of pre-dispatch inspection.

- c. The time for and date of delivery (includes supply, installation & commissioning) stipulated in the work order shall be deemed to be the essence of the contract, and should the contractor fail to deliver / complete the work (includes supply, installation & commissioning) within the period prescribed for such delivery, penalty @ **2% of the unit value/ pending work value per month** subject to max. of 10% of the work order value of unit is recoverable. Once the maximum is reached, the "HAREDA" may consider termination of the contract. For the purpose of calculation of penalty, month will be considered of 30 days and the week of 7 days. 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 :
- (i) No recovery of penalty will be made if the Director, HAREDA accepts the delayed supplies by extending the delivery period by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to the Government on written request by the supplier, with proper documentation establishing the reasons that the delay were beyond the control of the supplier, before the expiry of the allowed time. Requests for extension received after the expiry of the allowed timeline shall not be entertained and shall be subject to penalty.
- (ii) On the failure of the supplier/s 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 after the maximum penalty is reached by obtaining consent from the L2, L3 bidders or approved supplier/s or approved RC holder of DGS&D, GOI or any State empanelled supplier or by inviting short terms quotations from the Registered and other known suppliers within next two months. The difference of excess cost thus, incurred will be recovered from the supplier from his pending bills, earnest money or security whichever is available. This procedure will be adopted after serving a registered notice to the supplier to supply stores within 15 days.
- d. The Contractor shall not;
- (i) 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. HAREDA shall have at all reasonable time, access to the works being carried



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- out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of HAREDA.
- (ii) 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).
- e. 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** for a period as deemed fit by the competent authority 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.
- f. The supplies, if any, made beyond the time limit for completion of the project defined in the work order will require prior approval of the Director, HAREDA, even the same are with penalty, means the supplier has no right to deliver the material with applicable penalty clause without written concurrence of Director, HAREDA. If any supplies fall under the warranty clause then the supplier has to obtain written permission from the Director, HAREDA, through a request letter at least seven days before the expiry of delivery period with the reason of delay.
4. **FORCE MAJEURE**
- (i) Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his



- obligation under this deed due to event of force majeure circumstances.
- (ii) For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of God either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (iii) Obstruction in procurement of components /raw material by the firm from the manufacturers with whom they have tied up for execution of the projects under this tender shall not be covered under force majeure condition. The bidders are advised to make suitable arrangements for supply of parts and components for implementation of the tendered projects within allowed timeframe.
- (iv) However, if a force majeure situation arises, the contractor shall immediately notify the "HAREDA" in writing. The decision of the Director General, HAREDA, in above conditions, shall be final.

5. INSPECTION & COMMISSIONING

- (i) The HAREDA through its duly authorized representative(s) shall have at all reasonable times access to the contractor/ bidders premises or works and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the works during its manufacture, supply, installation etc.
- (ii) Before supply of the materials, the contractor/ bidder are required to get lot of material offered for inspections get inspected at one site. In case the contractor/ bidder fail to get the offered material inspected, the total expenses of the further inspection will be borne by the supplier/contractor/ bidder.
- (iii) **HAREDA will bear the inspector's cost at only one site. No request, to inspect the component(s) of the material at different location would be entertained.**
- (iv) The inspection by HAREDA and issue of dispatch instruction thereof shall in no way limit the liabilities and responsibilities of the contractor/ bidder in respect of the agreed quality assurance forming a part of the contract.
- (v) After receipt of call for inspection, the material shall be inspected by the Director, HAREDA or a committee authorized by her/him or indenting organization at firm's premises and material shall be dispatched after acceptance of the same by the Inspection Committee.
- (vi) The Supplier shall offer inspection **with 15 Days notice within 90 days of placement of work order with firm date and thereafter, should complete the project within the allowed time.** To illustrate it further, if



the last date of supply is 31st March & supplier sends the inspection call on 30th March for inspection on 31st March, the inspection date shall be considered as 15th April (15 days notice) & period from 1st April to 14th April shall be under penalty clause.

- (vii) If the proposal for pre-dispatch inspection is received within defined & valid time period in the office of Director, HAREDA or indenting organisation from the supplier and inspection is not carried out by the HAREDA due to any reasons within 15 days of receipt of such letter, the time period for supply, installation & commissioning will be extended equivalent to delayed period, from the next day of expiry of these 15 days till the date of actual inspection and no penalty will be imposed for this extended period.
- (viii) In case the material offered for inspection fails to meet the specifications stipulated in DNIT /Order /Contract and the material is rejected by the Inspecting Committee or complete material is not available for inspection, HAREDA or indenting organisation will levy a penalty at 0.1% of the order value. In case the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of EMD/PSD, risk purchase, debarring/blacklisting in future, and no further opportunity for inspection will be provided to the supplier firm.
- (ix) The proposal for inspection received complete in all respect shall be processed by the dealing officer within seven (7) days of receipt of the same by him/her, failing which he/she will be liable to explain the reason for delay.
- (x) The firm will print the words '**PROMOTED BY HAREDA & YEAR 2018**' on the body of the Systems in a permanent manner so as to minimize any possible malpractices.
- (xi) The inspection report should be submitted to HAREDA or Indenting organisation within seven days from the date of inspection either by hand or by e-mail/fax. Similarly, the commissioning report should be submitted to the concerned district office and an advance copy to HAREDA or indenting organisation **within seven days** from the date of commissioning either by hand and by e-mail/fax failing which the commissioning date shall be considered seven days prior to the date of submission of the report in HAREDA or indenting organisation and the period of late submission of JCR shall be counted towards delay. The district office after verification will issue the JCR or shall report any discrepancy to the supplier with a copy to HAREDA or indenting organisation within seven days. In case of discrepancy in the system commissioned, the commissioning date shall be counted from



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the date when the discrepancy has been removed to the entire satisfaction of District Office & User/HAREDA/ indenting organisation.

- (xii) The Installation work shall be carried out under the close supervision of the Project Officer/Asstt. Project Officer of the district & the user. The final inspection after installation and commissioning shall be carried out by district office and user. The supplier should plan his activities in such a way that the entire process for supply, installation and commissioning after inspection of the systems is completed within the allowed time. Therefore, it is necessary & in the interest of the supplier to get inspected the material well in advance before the stipulated delivery time so as to avoid penalty. The supplier shall provide without any extra charge, all materials, tools, testing equipments, labour and assistance of very kind which the inspecting officer may consider necessary for any test or examination. HAREDA or indenting organisation can also get the functionality of the system tested from any MNRE approved test centre/laboratory and the expenses shall be borne by the supplier. Rejected material (if any) will have to be replaced by the supplier at its costs within 15 days of issue of such notice.
- (xiii) Before the goods and equipment are taken over by the user, the supplier shall supply operation and maintenance manuals. These shall be in such details as will enable the user to operate, maintain, adjust and repair all parts of the works as stated in the specifications. The manuals shall be in the ruling language (English or Hindi). Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such manuals have been supplied to the purchaser/user.
- (xiv) If the goods/services or any section fails to pass the Tests. The supplier may require such tests to be repeated on the same terms and conditions. All costs to which the purchaser may be put to by the repetition of the tests under this sub-clause shall be deducted from the contract price.
- (xv) **The purchaser has the right to pick any sample in working condition in the presence of bidder,** for random testing of any of the component of the system or complete system, while erecting of material, post commissioning for testing as per the DNIT specifications. The expenditure on the tests (for maximum 2 systems) will be borne by the supplier. If more system(s) are taken for testing, the cost of testing shall be borne by the Indenting Department.
- (xvi) If the purchaser and the supplier disagree on the interpretation of the test results each shall give a statement of his views to the other within 14 days after such disagreement arises. The statement shall be accompanied by all relevant evidence. The purchaser will review both the statements and render a final decision within a further period of fourteen days which shall be binding on the supplier.



6. **THIRD PARTY INSPECTION:**

Third party inspection of maximum of 10% of the offered material / installed Projects may also be arranged by indenting Organization at its own cost.

7. **TERMS AND CONDITION FOR PAYMENTS**

7.1 The payments shall be made as per the following terms and conditions:

- a. **60% of the ordered value** after the supply of the complete material of the systems in the concerned districts supported with pre-dispatch inspection report, bill of material, list of material with complete details and material receipt issued by user and P.O./APO of the concerned district.
- b. **Balance 40 % payment** within 30 days on submission of Joint Commissioning Report (JCR) having sign of users, supplier, concerned district officer and counter signature by ADC-cum- CPO.

7.2 Income Tax shall be deducted at source only.

7.3 Additionally, Successful Bidder shall have to submit to the following, if required:

- a. All the documents related to purchase of major components of the Project.

8. **WARRANTY**

- (i) The Warranty period shall be five (5) years for complete system from the date of commissioning and handing over of the system (or as per latest MNRE, GoI guidelines). The contractor shall rectify defects developed in the system within Warranty period promptly.
- (ii) During the warrantee period, the firm shall ensure proper functioning of the systems and complaint, if any, forwarded to the supplier against the system, will have to be attended within 72 hours of forwarding such complaints.
- (iii) If the firm fails to repair/replace the defective system, penalty @ 0.1% of



- the system cost per day (subject to maximum of 10% of the cost) after expiry of 72 hrs. period shall be imposed.
- (iv) If the whole PSD/ bank guarantee is utilized and the complaints are still pending then an online/registered notice will be sent to the firm to attend the complaint within 15 days.
 - (v) If the firm still does not attend the complaint within the above mentioned period then the firm may be blacklisted and a legal proceeding may be initiated against the firm for Breach the agreement.
 - (vi) The supplier shall affirm as per standards for quality that anything to be furnished shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall if operable, operate properly.
 - (vii) Performance of Equipment: In addition to the warranty as already provided, the supplier shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date specified in sub-clause (iii) hereof after the equipment has been accepted by the HAREDA or indenting organisation to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the HAREDA or indenting organization.
 - (viii) HAREDA/the consignee will have the liberty to get the sample for the Item(s) supplied tested from any of the Govt. approved laboratory at any time during the installation or warranty period to ascertain the performance of the item(s) as per DNIT specifications. The cost of testing will be borne by the supplier. If during the lab test, sample fails then supplier has to repair/replace the defective systems within 15 days of issue of such notice. If on the request of the supplier more than one samples are drawn for lab test and any one of them fail the lab test, bidder has to replace all the defective system at his own cost.
 - (ix) The Contractor in consultation with concerned Project Officer will conduct training programme for users, focusing on main features, operation and maintenance of the systems. After successful supply/commissioning of the system and training, the system will be handed over to the person designated by the end user.
 - (x) The Contractor/supplier shall continue to provide spare parts for 2 years after the expiry of warranty period at the users cost. If the contractor fails to continue to supply spare parts and services to users then HAREDA shall take appropriate action against the firm which can be to ban the supplier for participating in future tenders of the HAREDA.



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- (xi) **Service Centers:** Each successful bidder (either from Haryana or outside Haryana) will have to establish at least one service centre at the divisional level in their area of operation in the State, where a skilled technician and readily available spare parts will be made available during the entire period of Warranty/ Guarantee. The supplier will convey name & address of the outlet along with name of contact person, his/ her address, mobile number & e-mail address within 90 days of placing of the work order to the Director, HAREDA or indenting organization. The name & address of the service outlet and contact number will be displayed on the web portal of HAREDA www.hareda.gov.in.
- (xii) **Suryamitra:** There is a Programme under MNRE to provide training to ITI Certificate and Diploma holders on operation and maintenance of SPV devices and systems and it is called "Suryamitra Skill Development Programme". The successful contractor(s) may preferably engage them in their service centers to provide necessary repairs and maintenance service including installation of the systems during the time of execution.

9. 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.

10. STANDARDS

The Goods supplied under this contract shall conform to the standards mentioned in the technical specifications and other sections of DNIT and when no applicable standard is mentioned then to the latest authoritative standard issued by the concerned institution appropriate to the goods, country of origin, MNRE as applicable.

11. SUSPENSION:

HAREDA or indenting organisation may by a written notice of suspension to the Firm, suspend all payments to the Firm under the contract, if the Firm fails to perform any of its obligations under this contract provided that such notice of suspension:



- i. Shall specify the nature of the failure.
- ii. Shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

12. COMPLIANCE TO REGULATIONS AND BYE LAWS

The contractor shall conform to the provisions of any statute relating to his workers and the work and regulations and bye-laws of any local authority and or any Central/State Deptt. or undertaking in whose jurisdiction the work connected .

13. COMPENSATION UNDER WORKMEN'S COMPENSATION ACT

The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act, 1923 (VIII of 1923) or any other act applicable hereinafter called the said Act for injuries caused to the workmen. The contractor shall be responsible to take a policy with an Insurance Company to cover all his workers against injuries fatal/non-fatal during course of duty against Workmen's Compensation Act.

14. SAFETY MEASURES:

- a) The contractor shall take necessary precautions for safety of the workers and preserving their health while working in such jobs, which require special protection and precautions. The following are some of the measures listed but they are not exhaustive and contractor shall add to and augment these precautions on his own initiative where necessary and shall comply.
- b) Supply work men with proper belts, ropes etc., when working in precarious slopes etc.
- c) Avoiding naked electrical wire etc., as they would electrocute the works.
- d) Taking necessary steps towards training the workers concerned on the machinery before they are allowed to handle them independently and taking all necessary precautions in around the areas where machines hoists and similar units are working.

15. TAXES AND DUTIES

Supplier shall be entirely responsible for all taxes, duties licence fees etc. incurred until delivery and commissioning of the contracted goods to the purchaser.

All taxes payable as per Government Income tax & service tax norms



will be payable by the bidder. TDS will be deducted from the payment of the Bidder as per the prevalent Laws and rules of Government of India and the State Government.

16. INCOME/ CORPORATE TAXES IN INDIA

- 16.1 The supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the supplier shall include all such taxes in the contract price.
- 16.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, the purchaser shall effect such deductions from the payments due to the supplier. The remittance of amounts so deduction and issuance of certificate for such deductions shall be made by the purchaser as per the laws and regulations in force. Nothing in the contract shall relieve the supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the supplier in respect of this contract.
- 16.3 The suppliers staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable/ in force, and the supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

17. COMPLETENESS

The execution of the project is on turnkey basis and the contractor shall be responsible for providing all the necessary civil works, equipments, materials which is not indicated in the DNIT but required and essential for completeness and successful testing & commissioning of the project within the contract price.

18. PRICE FALL CLAUSE

- (i) The prices charged for the stores supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till all Orders placed during the currency of Contract is completed.

If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores irrespective of quantity to any person(s)/organization(s) including the Purchaser or any Statutory



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Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the Director, New & Renewable Energy Department, Haryana/HAREDA and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to :

- (a) Export/deemed Export by the Contractor
- (b) Sale/ normal replacement.

- (ii) The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Contract.

"I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organization(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be up to the date of the bill of supplies against all orders placed during the currency of the Contract at a price lower than the price charged to the Government under the Contract except for quantity of Stores as mentioned at para (ii) above.

19. GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability with it may incur subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.



20. TERMINATION FOR INSOLVENCY

HAREDA or indenting organisation may at any time terminate the contract by giving written notice to the contractor/ bidder without compensation to the contractor/ bidder, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the HAREDA.

21. TERMINATION FOR CONVENIENCE

The HAREDA, may by written notice sent to the contractor/ bidder, 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 in the interest of Public/ Government.

22. NOTICE:

22.1. Any notice given by one party to the other pursuant to the contract shall be sent in writing or by Email and confirmed in writing to the address specified for that purpose in the special condition of contract.

22.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

23. RIGHT TO CLAIM/ RECOVER DAMAGES

The supplier will keep the premises of the beneficiary clean during store, installation and commissioning of the system / plant. If there is any damage due to mishandling / bad workmanship, the amount equivalent to damage will be recovered from the supplier. However, if any such complaint regarding damage is received from the beneficiary, the same will first be forwarded to the supplier for redressal/ rectification.

24. ARBITRATION:

If any question, dispute or difference what so ever shall arises between HAREDA and the contractor, in the connection with this agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary, Govt. Haryana, New & Renewable Energy



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Department or a person nominated by him/her. This reference shall be governed by the Indian Arbitration Act, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the HAREDA or the arbitrator directs otherwise.

25. JURISDICTION FOR SETTLING DISPUTES:

Where a contractor has not agreed to Sole Arbitration Clause of the Conditions of the Contract, Governing contracts the dispute/claims arising out of the contract entered into with him will be subject to the jurisdiction of Civil Court Panchkula.

26. OTHER TERMS AND CONDITIONS

26.1 Material shall be strictly as per DNIT specifications. If there is any left out specification, the same shall be considered as per the latest specifications applicable as per MNRE/ BIS/International Standards.

26.2 The remaining terms & conditions shall be as per the DNIT.



Schedule-C

DETAILED TECHNICAL SPECIFICATIONS OF LED SOLAR STREET LIGHT WITH LITHIUM FERRO PHOSPHATE BATTERY

A. BROAD PERFORMANCE SPECIFICATIONS OF LED SOLAR STREET LIGHT WITH LITHIUM FERRO PHOSPHATE BATTERY

PV Module	40 Wp under STC
Battery	Minimum 160 Wh Lithium Ferro phosphate battery
Light Source	White Light Emitting Diode (W-LED) 7 Watt (Max.), W-LED luminaire, dispersed beam, soothing to eyes with the use of proper optics and diffuser.
Light Out put	Minimum 16 Lux when measured at the periphery of 4 meter diameter from a height of 4 meter. The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher light output will be preferred.
Mounting of light and Pole	Pole mounted, Minimum 5 meters above the ground level. The pole has containing 4 inch outer dia upto 3 meters and 3 inch outer dia above 3 meter with Suitable RCC Foundation at least 1.0 Meter deep (single column of 300 mmx300 mm x 300 mm)
Electronics Efficiency	Minimum 85% total
Duty Cycle	Dusk to dawn

TECHNICAL DETAILS

PV MODULE

- Indigenously manufactured PV module should be used.



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- ii. The PV module should have crystalline silicon solar cells and must have a certificate of testing conforming to applicable latest standards and guidelines of MNRE/IEC/BIS.
- iii. The power output of the module (s) under STC should be a minimum of 40 Wp at a load voltage* of 16.4 ± 0.2 V.
- iv. The open circuit voltage* of the PV modules under STC should be at least 21.0 Volts.
- v. The module efficiency should not be less than 14 %.
- vi. The terminal box on the module should have a provision for opening it for replacing the cable, if required.
- vii. There should be a Name Plate fixed inside the module which will give:
 - a. Name of the Manufacturer or Distinctive Logo.
 - b. Model Number
 - c. Serial Number
 - d. Year of manufacture
 - e. HAREDA logo (which is available on-line)
 - f. Made in India

*The load voltage and Voc conditions of the PV modules are not applicable for the system having MPPT based charge controller

BATTERY

- i. Minimum 160 Wh capacity Lithium Ferro Phosphate Battery for LED street light
- ii. Battery should conform to the latest BIS/ International standards.

LIGHT SOURCE

- i. The light source will be a white LED type.
- ii. The colour temperature of white LED used in the system should be in the range of 5500 o K-6500o K.
- iii. W-LEDs should not emit ultraviolet light.



- iv. The light output from the white LED light source should be constant throughout the duty cycle.
- v. The lamps should be housed in an assembly suitable for outdoor use.
- vi. The temperature of heat sink should not increase more than 20°C above ambient temperature during the dusk to dawn operation.

ELECTRONICS

- i. The total electronic efficiency should be at least 85%.
- ii. Electronics should operate at 12 V and should have temperature compensation for proper charging of the battery throughout the year.
- iii. No Load current consumption should be less than 20 mA.
- iv. The PV module itself should be used to sense the ambient light level for switching ON and OFF the lamp.
- v. The PCB containing the electronics should be capable of solder free installation and replacement.
- vi. Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

ELECTRONIC PROTECTIONS

- i. Adequate protection is to be incorporated under "No Load" conditions e.g. when the lamp is removed and the system is switched ON.
- ii. The system should have protection against battery overcharge and deep discharge conditions.
- iii. Fuse should be provided to protect against short circuit conditions.
- iv. Protection for reverse flow of current through the PV module(s) should be provided.
- v. Electronics should have temperature compensation for proper charging of the battery throughout the year.
- vi. Adequate protection should be provided against battery reverse polarity.
- vii. Load reconnect should be provided at 80% of the battery capacity status.



MECHANICAL COMPONENTS

- (i) A corrosion resistant metallic frame structure should be fixed on the pole to hold the SPV module.
- (ii) The frame structure should have provision so that the module can be oriented at the suitable tilt angle.
- (iii) The pole should be made of Galvanized Iron (GI) pipe.
- (iv) The height of the pole should be 5 metre for LED standalone solar street light above the ground level, after grouting and final installation.
- (v) The pole should have the provision to hold the luminaire.
- (vi) The Luminaire housing should be water proof (IP 65) and should be painted with a corrosion resistant paint and should be housing the battery.

INDICATORS

- The system should have two indicators, green and red.
- The green indicator should indicate the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged.
- Red indicator should indicate the battery "Load Cut Off" condition.

QUALITY AND WARRANTY

- i. The street lighting system (including the battery) will be warranted for a period of five years from the date of commissioning and handing over of the system (or as per latest MNRE, GoI guidelines).
- ii. The PV module(s) will be warranted for a minimum period of 25 years from the date of supply. The PV modules must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty five (25) years.
- iii. The Warranty Card to be supplied with the system must contain the details of the system.



OPERATION AND MAINTENANCE MANUAL

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Street Lighting System. The following minimum details must be provided in the Manual:

- Basic principles of Photovoltaic.
- A small write-up (with a block diagram) on Solar Street Lighting System - its components, PV module, battery, electronics and luminaire and expected performance.
- Type, Model number, Voltage & capacity of the battery, used in the system.
- The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of W-LEDs used in the lighting system.
- About Charging and Significance of Indicators.
- Clear instructions about erection of pole and mounting of PV module (s) and lamp housing assembly on the pole.
- Clear instructions on regular maintenance and trouble shooting of the Solar Street Lighting System.
- DO's and DONT's.
- Name and address of the contact person for repair and maintenance, in case of non-functionality of the solar street lighting system.

Speed Post

From

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

To

1. M/s. Easy Solar Solutions Pvt. Ltd.
270, New Defence Colony, Railway Road
Muradnagar, Ghaziabad, UP-201206
Phone No. 011-42418847/9818133662
E-mail:- director@easysolarsolutions.com
2. M/s. Inixy Power Solution Pvt. Ltd.
202/207 Milton Road opposite Atlas Mandir,
Sonapat, Haryana-131001
9215092999, 9215892999
E-mail:- sangwanenergy@gmail.com, sangwanenergy@rediffmail.com
3. M/s. D.A.S Electricals Works
Shop No.6, Near Library, Patel Nagar,
Hisar, Haryana
7082300385, 8222098880
E-mail:- daselectricalsworks@gmail.com, amitsihagdas@gmail.com
4. M/s. Dynamic Powers
Kella No.83/20, Behind Plit No.132, HSIDC, Kundli
Distt. Sonapat, Haryana
0130-2371041, 2219641, 9310177100
E-mail:- dynamicpowerbattery@yahoo.com
5. M/s. Jimidara Electricals
Shop No.19, saini Samaj Bhawan
Pehowa Road, Thanesar, Kurukshetra
9416097307
E-mail:- sweshk1874@gmail.com

No./HAREDA/2019/871-875

Dated: 8/02/19

SUBJECT: Depositing of Security Deposit/performance Security Deposit.

In continuation of Rate Contract no.DRE/HAREDA/2018-19/844-848 dated 08-02-2019 and the undertaking given by you in the High Powered Purchase Committee meeting held on 22-01-2019 for depositing performance Security Deposit (SD) equivalent to 5% (0.2% in case of eligible MSEs, 2% in case of Haryana Based other firms/enterprises) of the estimated value as per rate contract allotted to your firm at one time, the detail of the amount of SD to be submitted by you is as under:-

NAME OF FIRM	QUANTITY (nos.)	Total value (in Rs.)	SECURITY DEPOSIT REQUIRED (Rs.)
M/s. Easy Solar Solutions Pvt. Ltd., (UP)	5000	63,250,000	@5% Rs.3162500
M/s. Inixy Power Solution Pvt. Ltd., Haryana	1250	15812500	@0.2% Rs.31625
M/s. D.A.S Electricals Works, Haryana	1250	15812500	@ 0.2% Rs.31625
M/s. Dynamic Powers	1250	15812500	@ 0.2% Rs.31625
M/s. Jimidara Electricals, Haryana	1250	15812500	@ 0.2% Rs.31625

You are directed to deposit the above said requisite Security Deposit in the shape of DD or Bank guarantee valid for a period of five year & six months as per clause No.10 of the DNIT within 15 days from the date of issue of this letter. The security deposit shall be deposited at one time instead of work order wise.


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