

Tender price: Rs.1000/-

TENDER NO. HAREDA/2009/SC/1

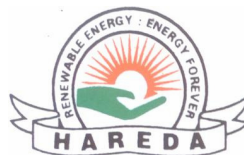
DNIT

FOR

ARRANGING THE RATE CONTRACT

FOR

**SUPPLY OF
DISH TYPE AND BOX TYPE SOLAR COOKERS
IN HARYANA**



HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY(HAREDA)

(DEPARTMENT OF RENEWABLE ENERGY, HARYANA)

SCO NO. 48, SECTOR-26, CHANDIGARH-160019

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TENDER NO. HAREDA/2009/SC/1

Sealed tenders are invited from eligible manufacturers/suppliers for arranging a rate contract for supply and installation of approx. **1200 dish type solar cookers (SK-14) AND 800 Box type solar cookers (with and without electrical back up)** in Haryana State.

Eligibility

1. In case of **dish type solar cookers**, manufacturers/suppliers having satisfactory test report of their samples from the Solar Energy Centre(SEC), Gurgaon or any other authorised test centre of the Ministry of Non-conventional energy sources (MNES), GOI as on 1.1.06 or after are eligible to quote.
2. In case of **box type solar cookers**, manufacturers (1) who have obtained BIS(IS 13429 Part-I to III) certificate, or have applied to BIS for approval and whose samples have been sent for testing by the BIS, (2) who have obtained test report from SEC/RTCs after March 2003 and have been approved are eligible, size of the cooker must be **550mmx550mmx200mm ± 10 mm** provided that in all such conditions the solar cooker must have **thermal performance not less than 0.12 (i.e; Grade A)**.
3. **For both:** the bidder must have supplied at least 50 solar cookers to any Central/state/CPSU/ other agency during 2007-08, 08-09 and 09-10.

The tender form containing detailed terms and conditions and specifications can be obtained from HAREDA office on payment of Rs. 1000/- by way of demand draft/cash in favour of Director, HAREDA, Chandigarh **upto 5.00 PM on 7.12.09** or it may be downloaded from the **website of HAREDA** and the tender fee be deposited with bid. The duly filled in bids will be accepted upto 12.00 Noon on **8.12.09** and opened **at 3.00 PM on the same day.**

Director, HAREDA reserves the right to accept or reject any or all tenders without assigning any reason thereof.

Director, HAREDA

IMPORTANT DATES

LAST DATE FOR SALE OF TENDERS	: Upto 5.00 PM on 7.12.09
LAST DATE FOR SUBMISSION OF TENDERS	: Upto 12.00 Noon on 8.12.09
OPENING OF BID	: At 3.00 PM on 8.12.09

HARYANA RENEWABLE ENERGY DEVELOPMENT AGENCY(HAREDA)
DNIT FOR ARRANGING THE RATE CONTRACT(RC) FOR SUPPLY OF
DISH AND BOX TYPE SOLAR COOKERS

1. SCOPE OF WORK

Supply of approx. **1200 dish type and 800 box type solar cookers(with and without electrical back up approx. 400 each)** anywhere in Haryana.

2. SPECIFICATIONS OF SYSTEM

The specifications of dish type solar cookers are enclosed as Annexure-I.

The specifications of box type solar cookers are enclosed as Annexure-II.

3. ELIGIBLE SUPPLIERS

- i) **For Dish type solar cookers** - The manufacturers having valid test report of **their own manufactured** dish type solar cooker from Solar Energy Centre, Ministry of New and Renewable Energy (MNRE), Govt. of India or Ministry's approved test centre **issued on or after 1.1.06** are eligible to send their offers against this tender.
- ii) **For box type solar cookers-** The manufacturers (1) who have obtained BIS certificate (IS 13429), or have applied to BIS for approval and whose samples have been sent for testing by the BIS (2) who have obtained test report from **SEC/RTCs on or after 1.1.06.** and the solar cooker is of the size **550mmx550mmx200 mm ± 10 mm** with **four black coated** cooking pots (with lid) provided that in all such conditions the solar cooker must have **thermal performance not less than 0.12 (i.e; Grade A).**
- iii) **For both:** the bidder must have supplied at least **50 solar cooker** of each category for which bid is being submitted, to any Central/state/CPSU/ other agency as supported by a certificate from the concerned agency during **last three years** i.e; 2007-08, 2008-09 and 2009-10. **In case of 2009-10, orders received may be included.**
- iv) Tenders received without satisfactory test certificate will be rejected out rightly and no correspondence will be entertained in this regard.
- v) The tenderer shall submit a certificate that their firm **has not been debarred** by any state agencies/govt. departments for the item for which they are quoting against this tender. The bids of the debarred firm will be rejected out rightly.

4. EARNEST MONEY DEPOSIT

- i) The tender should be accompanied with earnest money as per following details in the form of demand draft in favour of Director, HAREDA payable at Chandigarh.
 - a. For those applying for dish type solar cookers only- **Rs.1.5 lac**
 - b. For those applying for box type solar cookers only- **Rs.0.50 lac**
 - c. For those applying for dish type and box solar cookers both- **Rs.2.0 lac**

- ii) The offers **without EMD will be summarily rejected** without assigning any reason as being non-responsive.
- iii) EMD of unsuccessful tenderer shall be returned after finalisation of the RC. No interest will be paid on the earnest money.
- iv) Requests for waiver of EMD or deposit of EMD in the form of Bank Guarantee from any bidder whether Government/ CPSU or otherwise will not be entertained.

5. **PAYMENT TERMS**

- (i) 25% advance against bank guarantee of equivalent amount valid for six months
- (ii) 60% on supply of the material or 85% if advance has not been taken supported with **material receipt report** issued by the user and duly verified by P.O/ A.P.O of the concerned district
- (iii) 15% after **45 days from** the date of supply/ commissioning (in case of dish type) supported by **Joint Commissioning Report** issued by USER and the APO/PO concerned.

6. **SECURITY DEPOSIT**

The successful bidder will be required to deposit **security deposit at the rate of 5% of the value of the work order** awarded to him. The EMD of successful bidder will be adjusted against the Security and the bidder will be required to deposit balance amount in the form of DD drawn in favour Director, HAREDA payable at Chandigarh within 15 days of such a communication from HAREDA. The security deposit will be retained by HAREDA till the successful completion of the guarantee period of **two years** from the date of supply of their last consignment.

7. **VALIDITY OF BID**

The bids shall be valid for a period of **180 days** from the date of opening of tender.

8. **TIME SCHEDULE, PENALTY/LIQUIDATED DAMAGES**

- (i) The Rate contract shall remain valid for a period of **one year** from the date of its issue. The time schedule for supply of stores will be as per the work order.
- (ii) The bidder shall indicate his manufacturing capability in specific terms of number of pieces per month in the technical bid and time period for execution of the work order shall be allowed in consideration of the same. However, maximum one month will be allowed for supply of 200 solar cookers(box and dish).
- (iii) The time for and date 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 **2% penalty per consignment per month recoverable on the value of the stores supplied.** In case of non-payment of the contractor, recovery will be made from his bills or amount of Earnest money or security deposited with Director, HAREDA, provide also that :

- (a) No recovery of penalty will be made if the Indenting Officer accepts the delayed supplies by extending the delivery period up to 2 weeks by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to the Government.
 - (b) Whether the delay on the part of the supplier is of more than 2 weeks, the matter for extension of delivery period will be preferred by the Indenting Officer to the Director, HAREDA with a certificate that there are genuine reasons for delay on the part of the supplier and no loss will result to Government. In case extension in delivery period is allowed, the case will be decided on merits by the Director, HAREDA. The extension will be allowed by the Director, HAREDA to the extent of purchasing powers delegated to him. In case the delivery period is amended, no penalty for supplies made during the extended period will be recovered from the supplier.
 - (c) 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 2 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. This procedure will be adopted after serving a registered notice to the supplier to supply stores within 15 days.
- (iv) The Contractor shall not
- (a) assign or sublet the contract without written approval of the officer sanctioning the contract.
 - (b) 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).
- (iv) In the event of the contractor failing duly and properly to fulfil or committing breach of any of the terms and conditions of the contract 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 contract, or if the contractor 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 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. The difference of excess cost thus incurred will be recovered from the supplier's security or any other payment pending with HAREDA.

9. **ARBITRATION**

- (i) If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part thereof, or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter is herein before provided for and has been so decided, every such matter, including whether its decision has been otherwise provided for and or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or in part and as regards the rights and obligations of the parties as a result of such termination, shall be referred for arbitration to any officer appointed by HAREDA and his decision shall be final and binding and where the matter involves a claim the amount, if any awarded, in such arbitration, shall be recoverable in respect of the matter so referred.
- (ii) The arbitration proceedings are governed by the provisions of Indian Arbitration Act.
- (iii) The Arbitration proceedings can be initiated either by the contractor or by Government whenever there is a dispute, regarding the subject matter of the contract, its terms and conditions, interpretation and meaning of the terms of the contract etc. or the nature of purchase, specifications of stores, their quantity, price, delivery period and other rights and liabilities of both the parties arising out of the contract.
- (iv) **Notice of Arbitration**
 - (a) Whenever there is dispute, either party is required to give the other party, a notice of its intention to refer the case to the Arbitration specifying the exact nature of dispute seeking the consent of other party to refer the matter for Arbitration. This is necessary because if arbitrator is appointed without obtaining the consent of the other party, then the reference becomes unilateral and other party can get it set aside from court.

(b) In case the other party fails to give consent to refer the matter for arbitration, then it is open to the party to move the Civil Court for obtaining the orders of the court for the appointment of an arbitrator under Section 20 of the Indian Arbitration Act.

(v) **Appointment of Arbitrator**

IN the event of any dispute arising out of the contract, the aggrieved party approaches the second party for referring the matter to arbitration. In case the second party agrees, a request is made to the Government for appointment of any officer of Haryana Govt. as Arbitrator out of a penal of officers already approved. In case the second party does not agree, an application under Section 20 of the Indian Arbitration Act is made by the aggrieved party in the Court of Senor Sub Judge at Chandigarh or in the Court of competent jurisdiction elsewhere for the appointment of an arbitrator. It is important to note that reference for the appointment of an arbitrator can be made to Court within 3 years of dispute. Otherwise, the application becomes time barred. Further proceedings are taken only on the basis of the orders of the Court.

(vi) (a) As soon as Govt. orders are received in this behalf, the case file is passed on to the legal cell of the Directorate by the purchase section concerned. The purchase section will also send a brief history of the case and the details of the dispute involve to the legal cell. The following information in brief is to be supplied by the purchase section to the legal cell:

- (1) The brief history of the case
- (2) No. and date of acceptance of tender
- (3) Name and full address of the contractor
- (4) Nomenclature of the stores ordered in acceptance of tender
- (5) Name of the Indenting Department
- (6) Name and full address of the consignee
- (7) Valuation of the claim
- (8) Officers/ officials who are conversant with the case and would be able to give evidence in support of Govt. claim.

(b) The purchase Section will collect all the documents that will be required for the conduct of arbitration proceedings. The documents are to be collected not only from this Directorate but also from the consignee. This section will also obtain complete information regarding payment made against the contract and balance of the outstanding payment. The Legal Cell prepare the details of all counter claims which are to be made against the contractor. The officer concerned of the purchase section will assist the legal cell in these matters. The purchase section will also supply a list of officers who dealt with the case at every stage and whose Government may be required at any stage for evidence. It will be the responsibility of the purchase section to arrange for the presence of the witnesses to give evidence on behalf of the Government, wherever necessary.

(c) In case the file of purchase section relating to the dispute is not free, the purchase section should supply such extracts, including a copy of acceptance and other necessary documents, as it may find necessary for conducting the case.

(d) Legal Cell will be completely responsible for watching the progress of each case and for production of evidence and to see that the case is successfully conducted before the Arbitrator. It shall be fully assisted by the officials of the purchase section in this behalf.

(vii) Examination of the claims filed by the contractor before Arbitrator should be undertaken and written statement on behalf of the Directorate should be prepared as soon as a copy of the claim filed by the contractor before the Arbitrator is received. The legal cell will prepare draft written statement on behalf of the Department to be filed before the arbitrator. The draft statement shall be shown to the Branch Officer of the Purchase Section concerned and got approved from the Director, HAREDA before being finally got typed for filing before the Arbitrator. The written statement should be got duly signed and verified by the officers dealing with the contract.

(viii) **Arbitration Proceedings**

The Arbitrator issues a notice to both the parties concerned with the dispute and fixes a date of hearing. After the first date the arbitrator gives time for the filing of claims and counter claims. Thereafter, both the parties are afforded an opportunity to lead oral and documentary evidence in support of their claims. After the evidence has been completed, the arguments are heard by the arbitrator from both sides. It is always safe to file written arguments with the Arbitrator. The Authorised representative conducts the case before the arbitrator and the dealing assistants concerned are duty bound to assist him in the arbitration proceedings in all possible manner. The authorized representative should make it a point to appear before the Arbitrator and request for adjournment and bring the proceedings to the notice of the Director.

(ix) **Time limit within which Arbitrator is to give his Award**

As per Schedule 1 clause 3 of the Indian Arbitration Act the proceedings are required to be completed by the Arbitrator within four months of the starting of the arbitration proceedings. This period is counted from the date of first hearing. Where it is not possible for the Arbitrator to give his award within this prescribed period, both the parties must agree for the extension of time before the arbitrator by mutual consent and on such mutual consent being filed before the arbitrator, he passes orders of extension. However, if one of the parties does not agree to the extension of time limit, then the application for the extension of time limit has to be filed before the court by the claimant party or in the case where counter claim is filed by the Govt. or contractor, then that party can also move such application for extension of time limit.

(x) **Arbitrator's Award**

On receipt of award in the Directorate, the Director will move the competent court to direct the Arbitrator to file the same in the court for being made a rule of court because unless the award is made a rule of court, it is not enforceable. The time limit for moving the application in the Court for this purpose is 30 days from the date of receipt of award in the Directorate. The Arbitrator can also file award in the Court suo-moto for that no limitation is prescribed. When the award is in favour of the Government, prompt action should be taken to move the court for directing the arbitrator to file the award in the Court. If, the award is not in favour of the Government, the Directorate should file its objections within 30 days of receipt of notice from the Court.

(xi) **Recovery proceedings of the Award Amount**

As soon as the award has been made rule of the Court, the purchase section concerned shall serve a demand notice to the contractor for payment of the awarded amount. The purchase section shall simultaneously explore the possibility of effecting recovery in full or part, of the awarded amount, from any pending bills of the contractor. In case payment is not made by the contractor within 30 days of the demand notice, steps should be taken to have the recovery effected by getting decree executed. Legal Cell shall maintain a record of decrees which are to be got executed on the basis of award amount.

(xii) The legal cell shall maintain a record regarding arbitration cases as follows:

- (1) The register showing the arbitration cases moved for the arbitration.
- (2) Separate file in respect of each arbitration case
- (3) A record for the pending amount awarded and the decrees pending execution of the awarded amount.

(xiii) After the life of the decree has run out or if at an earlier stage it becomes apparent that recovery is not possible and it is considered no use pursuing the matter of recovery any further, the purchase section will refer the matter to Govt. to seek orders whether or not the recovery proceedings be pursued further and whether or not the amount be written off. Such cases, of course, are rare and should not be referral unless the period of limitation has expired. In all such proposals to the Government, it should be clearly mentioned that the Directorate have taken all possible steps to recover the Government dues, and the reasons why the case be not pursued should be given in detail.

(b) Under the Indian Limitation Act, 1963, an application for execution of a decree or order of any Civil Court must be made within 12 years of the date when the decree or order becomes enforceable and where the decree or any subsequent order directs any payment of money or the delivery of any property to be made at a certain date or a recurring periods, application for execution must be made within 12 years of the date when default in making the payment or delivery in respect of which execution is sought takes place. This provision should be kept in view.

(xiv) In case there is a dispute but the contractor instead of taking the dispute to the arbitration files a Civil suit in Court, the department should file an application under section 34 of the Arbitration Act requesting the Court that there is an arbitration clause in the agreement and the suit is not maintainable. The objection should be file before filing any written statement in the Court. When the objections are not sustained, the case will have to be defended like any other legal proceedings, the procedure for which has been mentioned.

Legal Proceedings

(xv) All legal notices served on the Government regarding contracts for HAREDA stores are dealt with in HAREDA and not by I.O. consignee.

(xvi) Immediately on the receipt of a notice that a case has been initiated in the court or an award has been filed by the Arbitrator in the Court, the HAREDA shall immediately move the

Govt. for obtaining sanction to defend the case and issue directions to the Assistant District Attorney of the district concerned to defend the case. This should be done promptly so as to receive the sanction and have the directions issues before the first hearing of the case. In case the time is very short, the District Attorney concerned can be contacted directly with a request to defend the case pending issue of the directions by the Government.

(xvii) **Plaint, written statement and Rejoinder**

- (a) Normally, a copy of plaint is supplied by the court with the notice. In case it has not been supplied or is not legible, it should be obtained and a written statement should be prepared by the legal cell in consultation with the purchase section and should be got approved from the Director. If the other party files a reply, rejoinder should also be filed.
- (b) In case there are any preliminary objections regarding limitation, jurisdiction, defect in plaint etc. these should be file before filing written statement.

(xviii) **Framing of issues**

After the written statement, reply and rejoinder have been filed, the Court frames issues for determination.

(xix) **Evidence**

After the issues have been framed, oral and documentary evidence is led before the Court by both the parties. Evidence of the officers or persons conversant with the matter or the experts having special knowledge about the matter under issue, should be led in support of court case. The department should lead the evidence promptly and Assistant District Attorney should see that the case does not go by default or costs are not awarded by the court as a result of not producing evidence. The purchase section should see that all records relating to the case whether pertaining to HAREDA or to be obtained from I.O, or other Departments are obtained and made available to the District Attorney. Similarly, all officials who have dealt with the case at any stage and whose evidence is required by the Court should be made available.

(xx) **Arguments**

After the evidence has been completed by both the parties, and the arguments are heard, the Assistant District Attorney should see that the District Attorney concerned is fully briefed on all points so as to enable him to conduct the arguments effectively.

(xxi) **Judgment**

On the receipt of a copy of judgment from the Court, the following action should be taken promptly by legal cell:

- (1) If it is against the HAREDA, the comments of the legal representative of HAREDA along with a copy of the judgment should be obtained and if advised, appeal should be filed within the period of limitation.
- (2) If the judgment is in the favour of the Department, execution proceedings should be initiated and followed up. IN case other party files an appeal it should be contested

- under the orders of the Government and directions to the concerned District Attorney or Advocate General be got issued from the L.R. promptly.
- (3) In several cases, the judgment debtors reside outside the State of Haryana. In all such cases, it is necessary to obtain a Transfer Certificate i.e. order for transferring the decree for satisfaction to the Court in whose jurisdiction the judgment in the court of Senior Sub Judge through District Attorney. After the receipt of certificate, the District Attorney sends it to the L.R. for further action. On receipt of transfer certificate the L.R. writes to the concerned Court (in case the party resides outside the State of Haryana) or concerned Deputy Commission (in case the party resides in Haryana) to file execution application and realize the amount. The HAREDA is required to give full assistance to the Counsel conducting the execution proceedings. HAREDA is also required to furnish list of property to be attached in execution proceedings. In all such cases, the HAREDA should take up the matter for ascertaining the details of property of the judgment debtor as follows:
- (i) With the State Government concerned through Home Department, Government of Haryana in case the judgment debtor is located outside the Haryana State.
 - (ii) With the General Manager, District Industries Centre (in the case of manufacturer) or with Deputy Commissioner concerned (in other cases) where he is located within Haryana.

10. INSPECTION OF MATERIAL

The material will be despatched by the supplier after inspection by the Director, HAREDA or his representative at his premises and acceptance of the same. The supplier shall provide without any extra charge, all materials, tools, testing equipments, labour and assistance of every kind which the inspecting officer may consider necessary for any test or examination which he may require to be made on the supplier premises.

11. SUBMISSION OF TENDER

- i) Sealed tender should be submitted in two parts i.e. **Part-I (technical and commercial) in the format given at Annexure-III** and **Part-II (price part) in the format given at Annexure-IV**. The firm should submit their offers in **two separate sealed envelopes**, marked on one envelop as **“Part-I “Technical and Commercial Part”** and on other envelope as **“Part-II: Price Part”**. These envelopes should again be sealed in a covering envelope alongwith forwarding letter, super-scribed on top with **“Offer for Rate Contract of Solar Cookers”**.
- ii) Offer should be addressed to Director, HAREDA by designation only and not to any other officer by name.
- iii) HAREDA shall resume no responsibility for misplacement or pre-mature opening of any part of tender, in case of above instructions are not complied with by the tenderer.
- iv) Any offer received after the deadline for submission of offers shall be rejected and returned unopened to the tenderer.

- v) All the pages of tender documents, technical specifications, bids, supporting documents etc. shall be **duly signed** by the authorised signatory and company seal should be affixed on each page. **All pages should be properly numbered and tagged or bound to avoid loss of information during processing of documents.** Any part of the tender which is not specifically signed by the authorised signatory and not affixed with company seal shall not be considered for the purpose of evaluation.
- vi) The offers should be signed and sealed by the tenderer or his authorised representative. The names and designation of all persons signing shall be typed or printed below the signature.
- vi) Failure to furnish all information and documentary evidence as stipulated in the tender document or submission of an offer i.e. not substantially responsive to the tender document in all respects shall be summarily rejected.
- vii) The offer must be accompanied with a sample of the cooker. Offers without sample shall be rejected outrightly.

12. DOCUMENTS TO BE ENCLOSED WITH THE OFFER

Part-I & Part-II of the tender should comprise the following documents:

i) Technical & commercial Part-I

The technical & commercial Part: Part-I of tender shall be offered and furnished complete in all respect in **Annexure-III** alongwith following documents:

- a) Forwarding letter in **Performa-I**.
- b) Minimum eligibility condition-qualification in **Performa-II**.
- c) Test report from SEC or any other MNRE, Govt approved test centre or BIS Certificate
- d) Photocopy of partnership deed in case of partnership firm
- e) Power of attorney for authorised signatory in case of companies
- f) Photocopies of certificate of satisfactory performance of system supplied to State Nodal Agencies/Govt. Departments/other agencies along with copy of purchase order in support of past experience.
- g) Earnest Money Deposit (EMD).
- h) Copy of HAREDA receipt for purchase of tender or **DD for Rs.1000/-** as tender fee, in case the tender document is downloaded from the website.
- i) Printed leaflets regarding products of the Company
- j) VAT/ Sales tax registration number

ii) Price part: Part-II

- a) The price of Solar Cooker including all parts inclusive of packaging, transportation, FOR destination, all taxes & levies, octroi, VAT etc. should be quoted in **Annexure-IV (price part)**.
- b) Price shall remain firm and fixed. Price variation clause is not acceptable.
- c) Any conditional discounts on the prices offered will not be entertained / considered.

13. OPENING AND EVALUATION OFFERS

- i) **Part-I: Commercial & Technical part** will be opened on specified dates and time in the office of Director, HAREDA at SCO-48, Sector-26, Chandigarh in the presence of tenderers or their authorised representative who wish to attend the meeting.
- ii) HAREDA, if required, may at its discretion obtain clarifications on offers by requesting such clarifications from any or all the tenderers. Such requests for clarification and the response shall be in writing.
- iii) **The Part-II: Price part** of only those tenderers, whose **offers** are found technically and commercially acceptable after evaluation of the technical and commercial part and **samples** are accepted by the technical committee on the basis of quality, aesthetics and overall look will be opened by the empowered committee of the Government. The date for opening of price part will be intimated separately.
- iv) HAREDA, if required, may at its discretion extend the schedule date of opening of Commercial & Technical Part of the tender.
- v) In case, the dates specified in this tender happen to be a holiday, the next working day shall be considered as the specified date. Times will remain unchanged.

14. OTHER TERMS AND CONDITIONS

- (i) The offer shall be submitted on original tender form issued by HAREDA, conditional tender and tender not accompanied by EMD shall not be accepted.
- (ii) The rates quoted should be FOR inclusive of all taxes, octroi, VAT etc.
- (iii) The rates finalised shall be valid for a period of one year from the date of issue of the rate contract.
- (iv) The bidder must certify that the rates quoted by it are the lowest valid rates quoted by it for the same item anywhere in the country and in case it is found that the bidder has supplied the contract item(s) at a lower rate to any other govt. department/agency in the country during the validity of this rate contract period, the difference of cost shall be recoverable from the supplier.
- (v) In the event of bid being submitted for a firm, it must be signed separately by each members thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a Power of Attorney authorising him to do so. In case of a company, the quotation should be executed in the manner laid down in the said Companies Article of Association. The signature on the quotation will be deemed to be authorised signatures.
- (vi) All columns of the technical and financial bid shall be duly filled in, the rates shall not be overwritten and be both in figures and words.
- (vii) All corrections must be signed by the tenderers.
- vi) HAREDA reserves the right to distribute the order/place the order on more than one supplier/firm .

- (viii) The offer shall be accompanied with a set of complete technical literature alongwith operation and maintenance manual in English and Hindi.
- (ix) The solar cooker must carry a permanent water/ UV protected label indicating manufacturers name, complete address, telephone numbers and **HAREDA 2009-10 Supply** mark.
- (x) **The offer must be accompanied by a sample of the system. The offer received without sample will be rejected out-rightly.**
- (xi) Material shall be strictly **as per DNIT specifications**. If there is any left out specification, the same shall be considered as per the MNRE/BIS specification.
- (xii) All disputes relating to this work shall be subject to the jurisdiction of Chandigarh and Director, HAREDA shall be the sole arbitrator.
- (xiii) The Director, HAREDA will have the right to accept or reject all or any of the tender(s) without assigning reason thereof.
- (xiv) The quantity shown in Para-I of this document is tentative and may vary (according to the targets sanctioned by the State and Central Govt.).
- (xv) HAREDA, at its sole discretion, may get the quality of the stores being supplied by the firm tested, selected on random basis, from any approved laboratory. The testing fee, if any, shall be borne by the supplier firm.
- (xvi) The tenderer will also train representative(s) of district offices of HAREDA/DRE/Aditya Solar Shops or their identified technician in installation of the Solar Cookers as and when required.

Read and accepted.

I/ We hereby quote to supply the goods and materials specified in the under written schedule in the manner in which and within the time specified as set forth in the conditions of contract at the rates given in the financial bid.

The conditions will be binding upon me / us in the event of acceptance of my / our tender.

I / We herewith enclose Earnest Money deposit of Rs.- (Rupeeslac only) and should I / We fail to execute the work order released by HAREDA in case our bid is accepted, I / We hereby agree that the above sum of earnest money shall be forfeited by the Director, HAREDA.

(Signature of the authorised signatory)

Name:

Date:

Designation:

Company seal:

ANNEXURE-I

SPECIFICATIONS OF DISH TYPE SOLAR COOKER

Reflecting Bowl
<ul style="list-style-type: none">• Parabolic dish made of single/multiple reflectors fixed firmly to a rigid frame. The size and shape of the reflectors will be such that when joined/fixed they automatically form a perfect parabolic dish which when exposed to the Sun in the normal direction a point focus is formed.• Dish diameter : 1.4 m minimum• Reflector Material : Bright anodized aluminium sheets of thickness 0.4 mm.• Reflectivity : >80% with a maximum degradation of 10% in 5 years• Useful life : 5 years minimum• Tying cords : the reflector fins should be tied with the supporting rings with a metallic cord so that it does not wear out over a span of time• Focal spot : It will be of a size such that all the reflected rays are exactly focused at the bottom of the vessel (5 litre pressure cooker for 1.4 m dia. Dish.)• Thermal/ optical efficiency : min 40%
Bowl supporting frame
The outer frame of the dish should be made of powder coated aluminum channel. The supporting frame for the reflecting bowl will be made of a grid of at least three MS rings supported by MS strips or FRP material/thick MS wire-mesh structure. It will be rigid enough to avoid any deformation of the bowl shape during manual handling or under wind pressure. The MS structure will have epoxy/anti-rust coating.
Bowl stand
<ul style="list-style-type: none">• Of mild steel, epoxy/power coated• With arrangement to hold cooking vessels of different sizes (pot holder).• With suitable provision for securing the cooker to the ground
Tracking Mechanism
<ul style="list-style-type: none">• Manual or automatic• Designed to enable unrestricted 360 degree rotation of parabolic dish around its horizontal axis passing through its focal point and center of gravity and also around its vertical axis, for adjustment of the cooker in the direction of the sun.• With simple locking arrangement to hold/fix the bowl at a particular position.• With vertical pointer arrangement to facilitate users positioning of the bowl exactly in the direction of the Sun.
Cooking vessel
ISI marked pressure cooker of 5 litre capacity with high temp. resistant black powder coated bottom.
Other requirements
<ul style="list-style-type: none">• The entire structure should be able to withstand wind speed of 60 kmph without any damage .• All parts/components should be of weather resistant design specifications to withstand natural weathering outdoors under local climatic conditions for a minimum period of 15 years (except for reflecting mirrors which may require replacement every 5 years).• The cooker will be supplied with accessories like cap, hand gloves, goggles, manual for its installation and proper use and tool kit for installation.• The supplier will give two year guarantee/warranty of the cooker wherein he will provide free services for repair/replacement of parts. The reflectors should be guaranteed for a period of five years. A guarantee card duly signed by the supplier with seal and date of supply shall be provided by the supplier.

Note:

1. Any minor equipment and material may not be specifically mentioned in these specifications but the bidders are required to make the system complete in a every respect in accordance with technical specification and the same shall be deemed to have been covered under the scope of these specifications and shall be provided by the tenderer/supplier within the quoted price.
2. Any variation in the specification must be clearly indicated and it will be acceptable by HARED only if it is superior to the DNIT specifications. However, no extra cost on this account would be chargeable.

SPECIFICATIONS OF BOX TYPE SOLAR COOKER

The box type solar cooker-

- should be as **per BIS (IS 13429:2000), with size 550mmx550mmx200 mm ± 10 mm**
- with **four matt black coated** cooking pots (with lid)(**made of stainless steel IS 4536 Part-I, II/ IS 5522**)
- Solar cooker must have **thermal performance (F1) not less than 0.12** (ie, Grade A)
- The cover plate should be double glazed made of **toughened glass** with over all transmittance of not **less than 65%**.
- The body of the solar cooker should be **1.00 mm thick UV resistant FRP**.
- The gaskets must be made of **neoprene/EPDM** on minimum **2 mm** thickness
- **Mirror reflectivity** should **not be less than 75%**.
- Each solar cooker must be provided **with four castor wheels** as per **BIS 13429**
- All parts of the cooker must be made of **rust/ corrosion free materials**.
- The solar cooker must carry a label indicating manufacturers name, complete address, telephone numbers and **HAREDA 2009 Supply** mark.
- **BIS certificate / Test report** from MNRE approved test centers must be enclosed for conformity of the product **with above specifications**.
- In case of Solar cooker with electrical back up, the cooker should be with **thermostatically controlled electrical backup of min.200 W to 400 watt (± 10%)** with arrangement for **low and high setting** and **on/off switch** and **min. 6' cord with all necessary safety controls**.
- Specifications not included here shall be as per **IS 13429:2000**.

ANNEXURE-III

**TECHNICAL/COMMERCIAL BID FOR RATE CONTRACT FOR SUPPLY OF
DISH/BOX TYPE SOLAR COOKERS**

APPLYING FOR:Type Solar Cooker

1.	Name & address of the firm/supplier complete with telephone, fax nos. & E-mail etc.	
2.	Name & designation of the authorised signatory to whom reference shall be made	
3.	Status of the firm i. Manufacturer ii. Supplier iii. other activities	
4.	Type of organisation - Sole proprietor - Partnership firm - Private Ltd. Company - Public Ltd. Company	
5.	VAT/Sale tax registration number	
6.	Detail of any existing service network in Haryana (name & address of service centre, year of opening)	
7.	Details of EMD of Rs.-/-	Attached/ not attached DD No. _____ dated _____ Bank _____ Payable at _____
8.	Tender fee details	Deposited with HAREDA vide Receipt No. dated / attached DD No. _____ dated _____ Bank _____ Payable at _____
8.	Satisfactory Test Report from MNRE/GOI approved test centre	Attached / not attached

	Report issued on(indicate date)/ Valid BIS certificate	
9.	Pls indicate following parameters of your product	a. Dish type i. Dish dia ii. Thickness of reflector iii. Reflectivity iv. Thermal efficiency b. Box Type i. Cooker Body material ii. size of the cooker iii. Mirror reflectivity iv. Thermal performance (F1) v. Electrical back up
10.	Past experience in proforma -II	Attached/ not attached
11.	Sample of the system	Submitted / not submitted
12.	Any variation in specification with proper justification	
13.	Authority letter from company for signing the papers on behalf of company with seal	Attached / not attached
14.	Capability of the firm to supply a. bo	a. Dish type solar cookers _____ nos. per month, _____nos. by 31.3.10 b. Box type solar cooker _____ no.s per month, _____ no.s by 31.3.10

(Signatures of the authorised signatory)
Name:
Designation:
Company seal:

PROFORMA-I

To

The Director
Haryana Renewable Energy Development Agencies,
SCO-48, Sector-26, Chandigarh-160019

Subject:- **Offer in response to Notice Inviting Tender No. _____ for supply and installation of Dish Type Solar Cooker.**

Madam,

We hereby submit our offer in compliance with terms and conditions of the Notice Inviting Tender No._____. The offer has been submitted in duly marked and sealed envelope. We also further declare:

- a) That we are submitting this offer under the above mentioned notice after having fully read and understood the nature of the work and having carefully noted all the specifications, terms and conditions laid down in the tender document.
- b) That we have never been debarred from executing similar type of work by any central/state/public sector undertakings/departments.
- c) That we shall execute the offer work as per specifications, terms and conditions of the tender document.
- d) That our offer shall remain valid upto 180 days from the opening of bids and the rates finalised shall remain effective for a period of one year from the date of issue of the rate contract.

Yours faithfully,

Proprietor
Name, Seal & Signature

Enclosures:

- a) Minimum eligibility condition-qualification in **Performa-II**
- b) Test report from SEC or any other MNRE, GoI approved test centre or BIS Certificate
- c) Photocopy of partnership deed in case of partnership firm
- d) Power of attorney for authorised signatory in case of companies
- e) Photocopies of certificate of satisfactory performance of system supplied to State Nodal Agencies/Govt. Departments/other agencies along with copy of purchase order in support of past experience.
- f) Earnest Money Deposit (EMD).
- g) Copy of HAREDA receipt for purchase of tender or DD for Rs.1000/- as tender fee, in case the tender document is downloaded from the website DD for Rs.1000/-.
- h) Printed leaflets regarding products of the Company
- i) VAT/ Sales tax registration number

PROFORMA –II

Information in support of Past Experience condition

Details of orders received and executed by manufacturer/supplier for supply of Solar cookers during 2007-08, 2008-09, 2009-10 :

Sr. No.	Name of agency /organization/ Customer/ site	P.O. NO./date ordered Qty.	Number of solar cookers supplied	Date of completing the supply	Cost	Whether commissioned in time or delayed?
1	2	3	4	5	6	7

Note: (1) Attach **photocopies of Purchase orders**

(2) Attach photocopies of certificate of satisfactory performance issued by concerned Agency/Organization

(Signature of Authorized Signatory)

Name _____

Designation _____

Company seal _____

ATTESTED BY C.A.

(Separate sheet may be used for giving detailed information in seriatim duly signed. This tender proforma must be submitted duly signed in case separate sheet is submitted).

PRICE BID
for
Supply of Dish Type /Box Type Solar Cookers in Haryana
(price of Solar Cooker including all parts inclusive of packaging, transportation,
FOR destination, all taxes & levies, octroi, VAT etc.)

1.	Name of the firm	
2.	Price of Solar Cooker including all parts inclusive of packaging, transportation, FOR destination, all taxes & levies, octroi, VAT etc. (including installation in case of dish type solar cooker)	
	a. Dish type	a.
	b. Box type (without electrical back up)	b.
	c.	
	d. Box type (with electrical back up)	c.

It is to certify that the rates quoted are the lowest valid rates quoted by us for the same item anywhere in the country and in case it is found that the we have supplied the contract item(s) at a lower rate to any other govt. department/agency in the country during the validity of this rate contract period, we hereby undertake to pay the difference of cost as per relevant clause of the DNIT.

Signature
Name of auth. Representative
Date
Name of the firm
Seal