

New & Renewable Energy Department, Haryana

ORDER

M/s Tapan Solar Energy (P) Ltd. has deposited EMD of Rs. 2.0 Lacs in the form of demand draft at the time of opening of Financial Bids and finalised for supply, installation and commissioning of the GCRT solar power plants under the Rate Contract DRE-HAREDA/2016-17/454-59 dated 01.05.2017.

Various work orders were placed by different departments/organisations to the firm for supply, installation & commissioning of GCRT Solar Power Plants as per T&C of the rate contract dated 01.05.2017.

As per clause 6 of DNIT (& clause no. 2 of rate contract), the successful tenderer shall have to deposit Security Deposit (SD) equivalent to 10% of the work order value within 30 days from the date of issue of the work order. But the firm has not deposited the performance security deposits against these work orders inspite of repeated requests and notices.

As per clause 8(F) of DNIT (& clause no. 4 of rate contract), 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.

As per clause 5(v) of DNIT, EMD may be forfeited in case of non-deposition of Security Deposit (SD) as per clause no.6 or if a bidder withdraws its tender during the period of tender validity specified.

This office has issued a notice to the firm vide letter no. 2706 dated 30.8.2017 regarding depositing the security of 10% amount of the value of work orders as per terms & conditions of the rate contract, within 15 days of issue of the notice which expired on 13.09.2017. Thereafter, final notice was again given to the firm vide letter no. 3228 dated 25.09.2017 with a requested to deposit of the Security Deposit (SD), as per terms & conditions of the rate contract, against all the work orders placed to the firm within 7 days, of issue of the notice, mentioning that failing to follow the terms and conditions of the rate contract, all the work orders placed to the firm, for which the Security Deposit is not deposited, and for which time for depositing the security amount is over, will be treated as cancelled and thereafter no claim will be entertained regarding these projects. It was also mentioned in the notice that this

may be treated as final notice in this regard. The period of the final notice has expired on 03.10.2017 and accordingly, all the work orders placed to the firm have been treated as cancelled.

M/s Tapan Solar Energy (P) Ltd. has been provided one more opportunity of hearing by fixing personal hearing by the Principal Secretary, New & Renewable Energy Department on 24.01.2018. Sh. Jai Parkash, Marketing Manager, M/s Tapan Solar Energy (P) Ltd. has attended the personal hearing. During the hearing he was informed that the firm has committed breach of the terms and conditions of the tender/rate contract, HAREDA/ Government is entitled to forfeit the EMD of Rs. 2.0 lacs and terminate this contract forthwith and to blacklist the contractor for a period as deemed fit by the competent authority. He was also informed that all the representations of the firm have been replied.

The representative of the firm informed that M/s Tapan Solar has stopped the production of SPV modules with its name and the firm is now producing the SPV modules in the name of M/s Devang Solaar. He has further requested to give time till Monday (29.01.2018) for submitting the proof which proves that M/s Devang Solaar and M/s Tapan Solar is same company. On the request of the firm representative, the firm was given one more hearing on 29.01.2018 and has been asked to submit the required documents by 10.30 AM on 29.01.2018 in the hearing. The representative of the firm has neither attended the hearing on 29.01.2018 nor submitted any documents by 29.01.2018 in support of his claim as stated during the personal hearing held on 24.01.2018. It has also been proved that both the companies are separate companies working since 2011 in production of SPV Modules.

So the firm has committed breach of the terms and conditions of the tender/rate contract and HAREDA/ Government is entitled to forfeit the EMD of Rs. 2.0 lacs and terminate this contract forthwith and to blacklist the contractor for a period as deemed fit by the competent authority.

Accordingly, the EMD (Rs. 2.0 Lacs) of the firm, M/s Tapan Solar Energy (P) Ltd. has been forfeited, contract has been terminated and the firm has been black listed for a period of three years for participating in any government business w.e.f. 15.2.2018.

Dated: 15.02.2018


Ankur Gupta
Principal Secretary to Govt. Haryana,
New & Renewable Energy Department,
Panchkula

Endst No. DRE/RC/GCRT/2018/ 5257

Dated: 28/02/18

A copy of the above is forwarded to the following for information and necessary action please:

1. The Secretary, MNRE, Block No. 14, CGO Complex, New Delhi
2. The Principal Accountant General (A&E), Haryana, Chandigarh
3. The Accounts Officer O/o Director, New & Renewable Energy Department, Panchkula
4. All the SNAs in the country.
5. M/s Tapan Solar Energy Pvt. Ltd. SF 40, 2nd Floor, Crossriver Mall, C.B.D. Ground, Sahadra, Delhi-10032.


SE(A)
For Director General, New & Renewable
Energy Department, Haryana, Panchkula

q/c