

**NOTICE INVITING e – TENDERS**  
**FOR**  
**DEVELOPMENT AND SUPPLY OF LOW COST LI-ION (UNI-  
DIRECTIONAL) SOLAR LANTERNS**  
(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2 )



**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

1<sup>st</sup> floor, Wing A, Religare Building, D – 3, District Centre, Saket, New Delhi – 17

Tel: 011 – 71989256, 71989264

**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

**TENDER FOR THE DEVELOPMENT AND SUPPLY OF LOW COST LI-ION (UNI-DIRECTIONAL) SOLAR LANTERNS**

**PARTICULARS OF THE TENDERS**

<b>TENDER REFERENCE</b>	SECI/CONT./IND./02/2016/LNT2
<b>PARTICULARS OF THE WORK</b>	<b><u>Development And Supply Of Low Cost Li-Ion (Uni-Directional) Solar Lanterns</u></b>
<b>TENTATIVE QUANTITY OF MODEL (Uni-directional)</b>	50,000
<b>TENDER PROCESSING FEE (NON REFUNDABLE) (Including S.T @15%)</b>	₹5750.00
<b>LAST DATE AND TIME FOR RECEIPT OF TENDERS</b>	06/10/2016 at 2:30 p.m
<b>TIME AND DATE OF OPENING OF TENDER(TECHNICAL BID)</b>	06/10/2016 at 3:30 p.m
<b>DATE OF PRE- BID MEETING AT OFFICE OF SECI.</b>	27/09/2016 at 11:00 a.m
<b>AMOUNT OF EMD FOR APPLICANTS ELIGIBLE</b>	₹10 Lakhs
<b>PLACE OF OPENING OF TENDERS</b>	Solar Energy Corporation of India Limited 1 <sup>st</sup> floor, Wing A, Religare Building, D – 3, District Centre, Saket, New Delhi – 17. Tel : 71989264
<b>ADDRESS FOR COMMUNICATION</b>	Solar Energy Corporation of India Limited 1 <sup>st</sup> floor, Wing A, Religare Building, D – 3, District Centre, Saket, New Delhi – 17. Tel : 71989264

## **DECLARATION BY THE TENDERER**

I/We .....(Hereinafter referred to as Tenderer) being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document do hereby declare that-

1. The tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. The tenderer is capable of executing and completing the work as required in the tender and is financially solvent and sound to execute the tendered work. The tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of SECI Ltd. The tenderer gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of work.
3. The tenderer has no collusion with other tenderers, any employee of SECI Ltd or with any other person or firm in the preparation of the tender.
4. The tenderer has not been influenced by any statement or promises by SECI Ltd or any of its employees but only by the tender document.
5. The tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
6. The tenderer accepts that the earnest money may be forfeited, if the tenderer fails to sign the contract or to undertake the work or perform any of its obligations within stipulated time.
7. The tenderer has never been debarred or black listed by any Government undertaking /Department where the order of debar or blacklisting, as the case may be is in force at the time of submission of Bid (An undertaking on Stamp paper in this regard shall be submitted).
8. All the information and the statements submitted with the tender are true and no information has been concealed by the tenderer.
9. The Tenderer unconditionally acknowledge and accept that :
  - i. While these documents has been prepared in good faith, neither they nor its employees or advisors make any representation, or warranty, express or implied or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the information, even if any loss or damage is caused by any act or omission on their part".
  - ii. "The Tenderer shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on his Bid. While submitting the tender the Tenderer shall be deemed to have inspected and examined the conditions examined the laws and regulations in force in India, the transportation facilities available in India, the conditions of roads, bridges, ports etc. for unloading and/or transporting of material and has based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of the

products. Accordingly, Bidder acknowledges that, on being selected as Successful, the Tenderer shall not be relieved from any of its obligations nor shall the Tenderer be entitled to any extension of time or financial compensation by reason of the unsuitability of anything for whatever reason.

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# **SECTION – I** **INVITATION FOR BIDS (IFB)**

(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2)



## **SOLAR ENERGY CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

1<sup>st</sup> floor, Wing A, Religare Building, D – 3, District Centre, Saket, New Delhi – 17

Tel: 011 – 71989256, 71989264

## **INVITATION FOR BIDS**



**Solar Energy Corporation of India Limited**  
(A Govt. of India Enterprise)

**NOTICE INVITING e - TENDER  
FOR  
DEVELOPMENT AND SUPPLY OF LOW COST LI-ION (UNI-DIRECTIONAL)  
SOLAR LANTERNS  
(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2)  
(DOMESTIC COMPETITIVE BIDDING)**

NIT No.: SECI/Cont./Ind./02/2016/Lnt2

Date: 15/09/2016

### **1) DEFINITIONS**

#### **“Solar Lantern”**

A solar photovoltaic (SPV) lantern (Solar lantern) is a lighting system consisting of a lamp (White LED), battery and electronics, all placed in a suitable housing, made of metal or plastic or fibre glass, and a photovoltaic (PV) module. White Light Emitting Diode (W-LED) is a solid state device which emits light when an electric current passes through it. Electricity generated by PV module charges the battery. The Solar lantern is a portable lighting device suitable for either indoor or outdoor lighting. A solar lantern which covers 140 degrees is termed as “Uni-directional”.

**“Applicant”** shall mean a company submitting the bid.

**“Company”** shall mean a body incorporated in India under the Companies Act, 1956;

**“Lead Member”** .There shall be only one lead member, who is either technically or financially competent to execute the project of development and supply of Low cost Solar Lanterns.

**“Shortlisted Applicant”** shall mean the applicant selected pursuant to this tender.

**“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

**The Purchaser:** may be Solar Energy Corporation of India Limited

### **2) PROJECT OVERVIEW:**

Under the directions of “Ministry of New and Renewable Energy”, Solar Energy Corporation of India Limited (hereinafter called “SECI”), a Govt. of India Enterprise, under the Administrative Control of Ministry of New and Renewable Energy Invites Bids from competent organisations for development and supply of low cost Solar Lanterns as listed below:

SI No	Name of the Equipment	Tentative Qty(Nos)	*Non-refundable Tender Processing fees(Rs)	Total EMD(Rs)
1	Solar Lanterns Model (Li-ion, uni directional)	50,000	5750.00	10.0 Lakhs

Technical specifications of Proposed Model are mentioned under Section VI- Technical Specifications (TS) of this NIT.

### SCOPE OF WORK

Design, Manufacture / Fabrication, Supply and Transportation of Solar Lantern Model (Unidirectional) with Lithium Ion Battery with incidental services as per tender specification. The project entails distribution of solar lanterns of advanced design (Uni directional, Lithium –ion Model). The target areas for this project shall be backward districts of Andhra Pradesh, Telangana and Odisha or any other state specified by SECI. The prospective bidder shall deliver the lanterns to the designated state headquarters of the mentioned areas.

Bidders shall supply the final product of Li-ion unidirectional Solar Lanterns duly tested by National Accredited Laboratories (such as NISE etc.) in duly packed condition.

### BID INFORMATION:

a. The bidding documents which include detailed scope of work, Instruction to bidders, Specifications, Terms & conditions, formats etc., can be downloaded from [www.tcil-india-electronictender.com](http://www.tcil-india-electronictender.com). **No hard copies of bidding documents shall be issued for this NIT.**

b. Brief details of the NIT are as follows:

IFB Document No. : SECI/Cont./Ind./02/2016/Lnt2

Download of Document : From 15/09/2016 (18:00 hrs) (IST) To 06/10/2016 (14:00 hrs) (IST)

Last Date & Time of Bid Receipt : 06/10/2016 Up to 14:30Hrs. (IST)

Bid Opening Date & Time : 06/10/2016 at 15:30 Hrs. (IST)

Bid processing Fees : **5,000/- (Rupees Five thousand only) + 15.0% ST = INR 5,750 /- (Rupees Five thousand Seven Hundred and fifty only).**

c. All bids must be accompanied by:

1) A **Bid Security of INR 10, 00,000/-** [Rupees Ten lakhs only] in the form as stipulated in the Bidding Documents.

2) Bid processing as mentioned above in 2 (b) in form of DD drawn in favour of **“Solar Energy Corporation of India Limited”** payable at **New Delhi**.

**ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY AND BID PROCESSING FEES IN A SEPARATE SEALED ENVELOPE SHALL BE REJECTED AS BEING NON – RESPONSIVE AND RETURNED TO THE BIDDERS WITHOUT BEING OPENED.**

### 3) QUALIFYING REQUIREMENTS (QR) FOR BIDDERS:

Bidder shall meet the qualifying requirement stipulated hereunder:

#### 4.1 GENERAL

##### The Applicant should be:

1. A Registered Company in India under Companies Act 1956 or 2013 in the field of Electrical or related fields.
2. The Applicant should have valid CST/Sate VAT/TIN registration certificate.



3. It should have ISO 9001-2000 certification.
4. Applicants have to apply individually and not in consortium.

## 4.2 TECHNICAL ELIGIBILITY CRITERIA:

- 1) The applicant should have demonstrated capacity and capability to carry out innovations in designing and development of electrical related products/appliances. For this, a list of products/appliances designed and innovated may be furnished.
2.
  - a). Applicant should be capable to design, develop and manufacture LED based Solar Lantern. To support the claim, applicant should furnish the information on its technical capability and capacity to design, develop & then manufacture requisite number of Lanterns stating its past experience and achievement in the field as well as all information including number of Technical staff with qualification and work experience.
  - b.) The merit shall be decided on the basis of capacity and capability of the applicant to carry out innovations in designing and development of electrical related products/appliances.
  - c) Prospective bidders should have a manufacturing capability/capacity of at least 17000 Li-Ion uni- directional solar lanterns per month.
  - d) Bidders must have supplied minimum 50000 Li-Ion solar lanterns cumulatively in any one of the previous financial years.

## 4.3 FINANCIAL ELIGIBILITY CRITERIA:

- 4.3.1 The minimum average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Technical bid opening, shall be following:

**INR 5 Crores** (Indian Rupees Five Crores only) or in equivalent foreign currency (Bills Clearing (B.C.) Selling Market Rate of Exchange (MRE) of the foreign currency as established by State Bank of India, prevalent as on 30 days prior to the date set for bid opening).

- 4.3.2 The net worth for the last year should be positive, "Net Worth" of the Bidder shall be calculated as follows:

<b>Net Worth</b>	=	Paid up share capital
	Add:	Free Reserves and surplus
	Subtract:	Miscellaneous Expenditures to the extent not written off and carry forward losses
	Subtract:	Intangible Assets

**Free reserves** means reserves created out of profits and securities premium account but does not include reserves created out of revaluation of profits, write back of depreciation and amalgamation or any capital reserve. Securities Premium will be considered to be part of net worth only in those cases where it has been realized/received in the form of cash. However, this may not be applicable in case of listed companies.

- 4.3.3 The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth along with Bank Statements for the purpose of verification.

In case the bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents for substantiation of its qualification:

- Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the audited consolidated financial statements of the Holding Company.
- A Certificate from the CEO/CFO of the Holding Company, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

In case where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable,

provided the bidder provides the detailed Financial Statements certified by the Management of the company.

**NOTES:**

- Paid up share capital will include
    - Paid up equity share capital
    - Fully, compulsorily and mandatorily convertible preferential shares
    - Fully, compulsorily and mandatorily convertible Debentures
  - Share premium will form an integral part of the net worth provided it is realized in cash or cash equivalents
- 4.4** Notwithstanding anything stated above, the Purchaser reserves the right to assess the capabilities and capacity of the Bidder / his collaborators / associates / subsidiaries / group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Purchaser.
- 4.5** Purchaser reserves the right to reject any or all bids or cancel/ withdraw the Notice Inviting Tender (NIT) without assigning any reason whatsoever and in such case no bidder/ intending bidder shall have any claim arising out of such action.
- 4.6** Bidders shall have liquid assets or/and evidence of access to or availability of credit facilities of not less than Rs. 50 Lakhs.

**Issuance of Bidding Documents to any Bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted online along with the requisite hard copy (originals) of documents submitted at the address given below.**

**4) Address for communication:**

Name:	GM (C&P)
Address:	Solar Energy Corporation of India Limited
	1 <sup>st</sup> floor, A Wing, Religare Building
	D-3, District Centre, Saket, New Delhi – 17
Tel:	011 – 71989256, 71989264
Email:	<a href="mailto:contracts@seci.gov.in">contracts@seci.gov.in</a>

**Note: Bidders are requested to keep themselves updated with the website of SECI [www.seci.gov.in](http://www.seci.gov.in) on regular basis for any Amendment / Clarification / Notification in respect to this NIT. No separate notification or information will be issued in print media or individually. Intimation regarding notification on the above shall be updated on [www.seci.gov.in](http://www.seci.gov.in).**

# **SECTION – II**

## **INSTRUCTIONS TO BIDDER (ITB)**

**(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2)**



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## SECTION II: INSTRUCTIONS TO BIDDERS

### 1. INTRODUCTION

#### 1.1 Company

Solar Energy Corporation of India Limited (SECI) is a Government of India Enterprise registered under Section-3 of the Companies Act, 2013, under the administrative control of the Ministry of New & Renewable Energy (MNRE). SECI is committed to plan and execute an integrated program on development and deployment of solar energy technologies through commercialisation of R&D. One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country. SECI is also providing consultancy services to various organizations and has signed MoU's with various PSU's for development of solar projects as Project Management Consultant to provide turnkey solutions for establishing solar projects.

#### 1.2 PROJECT

##### 1.2.1.

Solar Energy Corporation of India Limited (hereinafter called "SECI"), Invites Bids from competent organisations for the development and supply of low cost Solar Lanterns. Total Quantity required to be supplied is approx. 50,000 (Fifty Thousand). Technical specifications of Model are mentioned in the Section-VI of this NIT.

Online Bids are invited in the prescribed Bid Formats as defined under Section VII: Forms and Formats, for the Scope of Work described in the NIT document. Following are the details:

Item	Description
NIT No.	SECI/Cont./Ind./02/2016/Lnt2
Brief description of the Project	Development And Supply Of Low Cost Li-Ion (Uni-Directional) Solar Lanterns. Total Quantity required to be supplied is 50,000 Nos.
Last date and time for submission of Bids (Online and offline)	06/10/2016 at 14:30 hrs
Date & time of Pre-Bid Meeting and Venue	27/09/2016 at 11:00 hrs
Date of opening of Techno-commercial Bid (Online & offline )	06/10/2016 at 15:30 at SECI Office, New Delhi
Bid validity	90 days from the date of opening of Techno-Commercial bid
Tender Processing Fees	Model 1: INR 5, 000 +15.0% ST i.e., <b>INR 5, 750.</b>
Bid Security (in form of BG only)	<b>Bid Security of INR 10, 00,000/-</b> [Rupees Ten lakhs only]
Bid Security validity	120 days from the date of opening of Techno – Commercial Bid
Bank guarantee against Mobilization Advance, if required by the supplier,  i. Amount	The Supplier shall furnish within 10 days from the date of issue of Letter of Award (LOA), an unconditional and irrevocable bank guarantee of 110% of mobilization advance (if required)-to be drawn, which is interest bearing, the Rate of interest being the SBI base rates prevailing on the 7 <sup>th</sup> day prior to the Date of

ii. Validity	opening of Techno-commercial Bids, as per Format attached and which shall be i. 10% of the works contract individually. ii. Valid for 90 days from the date of Techno-commercial bid opening.
Performance bank guarantee for EPC Contract and Operation & Maintenance	i. The Supplier shall furnish within 14 days from the date of issue of Letter of Award (LOA), an unconditional and irrevocable bank guarantee for due Performance as per Format attached and which shall be for 10% of the total Contract Value and shall be valid upto 90 days beyond defect liability period as mentioned in GCC clause 35.4.
Address for correspondence	GM (C&P) Solar Energy Corporation of India Limited (SECI), 1 <sup>st</sup> floor, Wing A, Religare Building, D - 3, District Centre, Saket, New Delhi – 110017 TEL: 011- 71989264 Email: <a href="mailto:contracts@seci.gov.in">contracts@seci.gov.in</a>

**1.2.2.** It shall be deemed that by submitting a Bid, the Bidder has:

- (i) Made a complete and careful examination of the Bidding documents;
- (ii) Received all relevant information requested from the Purchaser;
- (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding documents or furnished by or on behalf of the Purchaser relating to any of the matter.
- (iv) Satisfied itself about all matters, things and information including matters referred to in the Abridged Bid Information, necessary and required for submitting an informed Bid, execution of the Project in accordance with the bidding documents and Performance of all of its obligations mentioned there under;
- (v) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid documents or ignorance herein shall not be a basis for any claim for compensation, damages, extension of time for Performance of its obligations, loss of profits etc., from the Purchaser, or a ground for termination of the Contract Agreement; and
- (vi) Agreed to be bound by the undertakings provided by it under and in terms hereof.

**1.2.3.**

Any data provided by the Purchaser to the bidder is for information only. The Purchaser shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Purchaser. It is the bidder's responsibility, with his expertise and experience, to satisfy himself with the correctness of the data and prevailing site conditions.

**1.2.4. Local Regulatory Frame Work:**

It shall be imperative for each Bidder to fully inform itself of all local conditions, laws and factors which may have any effect on the execution of the Contract as described in the Bidding Documents. The Purchaser shall not entertain any request for clarification from the Bidder, regarding such local conditions.

**1.2.5.** It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the Bid proposals and that no claim whatsoever including those for financial adjustment to the Contract awarded under the Bidding documents shall be entertained by the Purchaser and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser.

## 2. INSTRUCTIONS TO BIDDERS

### 2.1 General Instructions

2.1.1. The current documents with all sections, annexures and formats form the bidding document, which is open to all prospective Bidders, requesting a proposal for implementation of the Project from the eligible bidders on a fixed price basis. A Supplier would be selected through **competitive bidding process** for execution of the Project.

The Purchaser expects Bidders to confirm compliance to NIT terms, conditions and specifications at the time of submission of Bids, failing which the Bids are liable to be rejected. Hence, the Bidders in their own interest are advised to submit their Bids complete in all respects conforming to all terms and conditions of this Bidding documents

2.1.2. Bids shall be evaluated by SECI based on the information/ documents furnished in the Bids submitted by the Bidders. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself. Bids not complying with the requirements of this NIT are liable to be rejected without any further opportunity.

2.1.3. Bidders need to ensure that in the event the Project is awarded to it, and during execution of the Project, it shall not seek to alter any agreed contractual terms, conditions and specifications.

2.1.4. All Bids must be accompanied by a Bid processing fees and Bid security of value as specified in the **ITB Clause no.1.2.1** in the form and manner as specified in the NIT document and must be delivered along with Bids.

2.1.5. It is mandatory for every bidder to submit their bid online. However, the bidder must also submit all the requisite original specified documents in hard form to the address specified in IFB Clause 5 on or before the date of bid submission specified at **ITB Clause 1.2.1**, along with the online submission of the documents. In case of any discrepancy between the online and offline submitted documents, the documents uploaded online shall prevail.

2.1.6. The specification provided with this bidding documents outlines the functional requirements. The Bidder must submit a Proposal based upon their own design, meeting the functional requirements specified in the bidding documents.

2.1.7. Bidders shall deploy the latest state-of-the-art technology and must ensure that the goods supplied are new, unused and of most recent or current models and incorporate all recent improvements in design and materials for the implementation of the Project.

2.1.8. The Bidder shall submit the duly signed and stamped 'Bid document' copy on line as token of acceptance along with the other prescribed documents. Bids received without the prescribed Bid document and not complying with the terms and conditions of bidding documents shall be ignored.

2.1.9. Mere submission of bid does not construe that the Bidder has been short-listed or qualified.

2.1.10. This is a ZERO deviation bidding documents. The Bidders shall ensure compliance of all provisions of the bid documents and submit their bid accordingly and shall submit an undertaking that they have not taken any deviations. Bids with any deviation to the bid conditions shall be liable for rejection.

2.1.11. The Purchaser reserves the right to reject any Bid submitted with deviations beyond the one that is specified and mentioned in the NIT and no time shall be given in any circumstance after opening of Financial Proposal for submission of documents which are missing with Bid.

2.1.12. In case of change in ownership of the Supplier after bid submission and during the currency of contract, all the Agreements and Contracts signed with the Purchaser will stand true and valid with the new Ownership of the Supplier.

2.1.13. Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

2.1.14. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India at the time of award of work.

### **3.0 COST OF BIDDING**

The Bidder shall bear all costs in relation to its Bid and consequent bidding process activities. The Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. Bid processing fees to be submitted along with the bid shall be in the form of DD drawn in favour of "Solar Energy Corporation of India Limited" payable at New Delhi.

### **4.0 UNDERSTANDING THE BID DOCUMENT**

4.1.1 The Bidder shall be deemed to have carefully examined the general conditions, specifications and schedules and also to have satisfied himself as to the nature and character of the equipment to be supplied and installed under the Contract, for the proposed Solar Power Project, site conditions and all relevant matters & details.

4.1.2 The Bidder should ensure that all information listed under this IFB has been attached /enclosed in appropriate envelopes. Failure to furnish relevant information and documentary evidences as stipulated in the Bid documents or submission of Bid that is not substantially responsive to the IFB document in all respects may be summarily rejected.

### **5.0 CLARIFICATION OF BIDDING DOCUMENT**

a) A Bidder requiring any clarification of the Bidding documents may notify the SECI in writing or by facsimile or by e-mail at the SECI contact details as indicated in this document not later than up to Pre Bid Date prescribed by the purchaser. The Purchaser may choose not to respond or give any clarification. If the purchaser chose to respond it will be given by e-mail and SECI Website [www.seci.co.in](http://www.seci.co.in). The tenderer should have a regular follow-up of the website for any amendment/corrigendum/clarification. The clarification /response shall be to all the prospective tenderers but without identification of the particular persons asking for clarification.

The clarification given shall become a part of the tender conditions. In addition it is for the purchaser to send a written communication of all clarification to the tenders, if the purchaser chooses to do on best endorser basis but without any obligation to do so and there shall not be any implication if such communication is not sent or otherwise not received by any one or more tenderers. Any clarification or response given except as mentioned above or by any person other than the person authorised by the purchaser for the purpose shall not be valid.

b) SECI reserves the right to review/evaluate and make their own assessment of the offers in totality and seek more clarifications in writing /information with reference to all or any other information/documents required to be submitted by the bidder, and the same shall be furnished by the bidder/Tenderer.

### **6.0 AMENDMENT OF BIDDING DOCUMENTS**

6.1.1 The Purchaser may, for any reason, whether at his own initiative or in response to a clarification requested by a particular Bidder, modify the Bidding documents as revision 1 or 2 or as applicable.

6.1.2 Amendments, Revisions of Bid Documents if any, will be notified on website [www.seci.gov.in](http://www.seci.gov.in) and on <https://www.tcil-india-electronicstender.com>

6.1.3 Purchaser at its discretion, may extend the deadline for the submission of Bids with reasonable time, in order to allow the prospective Bidder(s) to prepare their Bids.

6.1.4 All prospective tenderers who have received the tender documents will be notified of the amendment in writing /fax, and will be binding on them.

6.1.5 SECI will not bear any responsibility or liability arising out of non-receipt of the information regarding amendments in time or otherwise. Tenderers must check the website for any such amendment before submitting their tender.

## **7.0 MODIFICATION AND WITHDRAWAL OF TENDERS**

7.1.1 The Tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of tenders.

7.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by fax/Email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.

7.1.3 No tender shall be modified at the time of bid opening or subsequent to opening of technical bid

7.1.4 No tender shall be withdrawn in the interval between date of opening of Technical Bid and the expiration of the period of tender validity specified by the Tenderer. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 31.7.

## **8.0 AUTHORIZED REPRESENTATIVE OF BIDDER**

8.1.1 All the Bidders are requested to mention the name of their authorized representative, if any, with full address in the Bid. Power of attorney (PoA) in the prescribed Format shall be submitted along with the bid.

8.1.2 In case the representative is changed during the bidding process such changes shall be notified by the Bidder, failing which, Purchaser shall not accept any responsibility. Any change in name of the authorized signatory shall be accompanied by revised PoA in proper format only.

## **9.0 TENDER FORM NOT USED.**

## **10.0 PRICES**

10.1. The Tenderer shall indicate on the Price Schedule the unit prices in Rs. (INR) and total tender prices of the goods & services under the Contract. Tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

10.2. Prices indicated on the Price Schedule shall be entered separately in the following manner:

10.2.1. the price of the goods, quoted (ex-works/ exfactory/ex-showroom/ exwarehouse/ or off-the-shelf, as applicable), along with all duties and sales and other taxes, levies, cess & surcharge etc. on the bought out items;

10.2.2. Excise duty and Central sales Tax which will be payable on the goods if this Contract is awarded;



10.2.3. the price for inland transportation, insurance and all other local costs & charges incidental to delivery of the goods up to their final destination; and

10.2.4. the price of other incidental services listed in the Tender.

10.3 Breakup of the price components in accordance with ITB Clause 10.2 above is solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

10.4 A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 21.

10.5 Taxes and duties on bought out items shall not be reimbursable and shall be included in Ex work Price.

10.6 Octroi & Entry tax; if payable and paid, shall be reimbursed based on the documentary evidence.

## **11.0 TENDER CURRENCY**

Prices shall be quoted in Indian Rupees

## **12.0 BANK GUARANTEES**

12.1 Bidder shall be required to submit Bid Security as specified in the ITB Clause No. 1.2.1 .The Bank Guarantee (s) shall be in favour of **"Solar Energy Corporation of India Limited"** payable at New Delhi from any bank specified in the "Schedule 1: List of Banks" enclosed at SCC of this Bidding documents. The Purchaser shall not be liable to pay any interest on the Bid security.

12.2. The Bank Guarantee submitted should have the clear time validity in all respect as specified in respective clause (s). If, by any reason, it is required to extend the Bank Guarantee, bidder shall undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which Purchaser will be at liberty to encash the same. Purchaser shall notify the bidder for submission of renewal of bank guarantee.

12.3. A Bid submitted without the Bid processing fees and Bid security shall not be considered and shall be summarily rejected.

12.4. The validity of Bid security shall be as per ITB Clause 1.2.1.

12.4.1. The Bid Security shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the NIT documents in the event of the Purchaser desiring to award the work to the said Bidder.

12.4.2. The Purchaser shall, however, arrange to release the Bid Security in respect of unsuccessful Bidders, without any interest, only after issue of LOA to the successful bidder and their acknowledgement of the same.

12.4.3. The Bid Security in respect of the Successful Bidder shall be released on bidders' request after receipt of the Performance Bank Guarantees as per ITB Clause 1.2.1 in the format prescribed under "Format for Performance Bank Guarantee" and after confirmation of genuineness of Bank guarantee received by Purchaser from the issuing bank.

12.4.4. The Bidder shall also undertake that, in the event of the Bidder becoming the Successful Bidder, the validity of the Bank guarantee for Bid security shall be extended suitably until it furnishes to the Purchaser, a bank guarantee towards mobilization advance bank guarantee, if mobilization advance is required and Performance Bank Guarantee for the specified value.

12.4.5. The Purchaser shall have an unqualified discretion not to release the Bid security and forfeit the full value in case:

(i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;

(ii) The bidder withdraws the bid after opening of bids by Purchaser.

(iii) In the event where the Bidder, is chosen as the Successful Bidder, fails to provide following within the specified time limit under ITB clause 1.2.1

- Unconditional acceptance of Letter of Award (LOA) issued by Purchaser.

- To sign the Contract Agreement within 21 days from release of LOA and/or
- To furnish the Performance Bank Guarantee

Successful Bidder shall furnish the Bank Guarantees required as per the ITB Clause No. 1.2.1 upon issue of Letter of Award (LOA) as per the prescribed formats under Section VI: Forms and Formats – “Format of Performance Bank Guarantee” with a validity as specified in ITB Clause No.1.2.1.

### **13.0. APPLICABILITY OF LABOUR LAWS**

13.1. The Successful Bidder i.e., Supplier shall furnish valid Employee Provident Fund (EPF) code number together with supporting relevant document duly notarized by notary public to this effect within 30 days from the date of issue of LOA.

13.2. The Supplier shall obtain license under Contract Labour (Regulation & Abolition) Act 1970 and amendments till date, read with rules framed there under and furnish the same to the Purchaser before mobilization, failing which the detailed order of contract may be cancelled/ terminated without any further notice and its Bid Bond and/ or Performance bank guarantee will be forfeited.

13.3. The Bidder shall ensure payment of minimum wages as per labour laws, and shall comply with all labour laws applicable to it under Indian law.

### **14.0. RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS**

14.1. Notwithstanding anything contained in this NIT, the Purchaser reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

14.2. The Purchaser reserves the right to reject any Bid and forfeit the Bid Security at any time if a material misrepresentation is made or uncovered.

14.3. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Bids have been opened and the lowest Bidder gets disqualified / rejected, then the Purchaser reserves the right to:

- Invite the remaining Bidders to submit Bids; or
- Take any such measure as may be deemed fit in the sole discretion of the Purchaser, including annulment of the bidding process.

14.4. In case, it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith, if not yet appointed as the Supplier either by issue of the LOA or entering into of the Contract Agreement, or if the Successful Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this NIT, be liable to be terminated, by a communication in writing by the Purchaser to the Successful bidder, without the Purchaser being liable in any manner whatsoever to the Bidder or Supplier, as the case may be. In such an event, the Purchaser shall forfeit and appropriate the Bid Security / Performance Bank Guarantee (PBG), without prejudice to any other right or remedy that may be available to the Purchaser.

14.5. The Purchaser reserves the right to verify all statements, information and documents submitted by the Bidder in response to the Bid documents. Failure of the Purchaser to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Purchaser there under.

### **15.0. ELIGIBILITY CRITERIA /QUALIFYING REQUIREMENTS (QR)**

Bidders are required to fulfil the qualifying criteria for both technical and financial as specified the “Section – I: IFB clause 4” of this NIT.

### **16.0 PREPARATION AND SUBMISSION OF BID**

## **16.1. LANGUAGE OF THE BID**

The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the in English language version shall govern.

## **16.2. GENERAL TERMS**

16.2.1. A Bidder is eligible to submit only one Bid for the Project. A Bidder shall not be entitled to submit another Bid.

16.2.2. Notwithstanding anything to the contrary contained in this NIT, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

16.2.3. The Bid should be furnished in the formats mentioned in the NIT document which shall be duly signed by the Bidder's authorized signatory, provided that the pass – phrases will be submitted in separate sealed envelope only.

16.2.4. The Bidder should submit a power of attorney as per the format at "Power of Attorney for signing of Bid" authorizing the signatory of the Bidder for signing and submission of the Bid.

16.2.5. As this is zero deviation bidding process, any condition or qualification or any other stipulation contained in the Bid may render the Bid liable to rejection as a non-responsive Bid. The complete Bid shall be without alterations, interlineations or erasures, except those to accord with instructions issued by the Purchaser, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

16.2.6. The bidding document including annexures, if any, are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Purchaser will not return any Bid or any information provided along therewith.

16.2.7. The Successful bidder i.e., Supplier, shall ensure submission of PF code number allotted by Regional PF Commissioner along with the Performance bank guarantees. Failure to do so is likely to result in the offer being rejected.

16.2.8. Bidder to note that Price Bids of those bidders shall be opened who are found technically qualified (as per IFB Clause 4) and are found reasonably responsive to Purchaser's tender terms and conditions and scope of Works.

16.2.9. SECI reserves the right to modify the quantities of both models at its sole discretion.

## **16.3. FORMAT AND SIGNING OF BID**

16.3.1. The Bidder shall provide all the information sought under this NIT. The Purchaser will evaluate only those Bids that are received in the required formats and complete in all respects.

16.3.2. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid.

## **16.4. DOCUMENTS COMPRISING THE BID**

16.4.1. Single Stage-Two Envelope Bidding procedure shall be followed through online e-tendering for the subject package as under:

**Cover – I / Envelope - I: Techno-Commercial Documents**

**Cover – II / Envelope - II: Price Bid**

16.4.2. The following documents shall be submitted in the mode defined as per below:

**Offline original and Online (Scan Copy of original) both:**

- (i) Original Bid Security
- (ii) DD towards tender processing fees, Board Resolution/POA, Covering Letter.

**Offline Only:**

- (i) Duly signed, sealed, valid and operative Pass – phrase to decrypt Techno – Commercial Bid and Financial bid in separate envelopes properly marked.

**Online Only:**

- (i) Financial bid as per the online form and relevance to Format 5 of Section VII of NIT.
- (ii) Declaration by Tenderer (Page No-3)
- (iii) Appendix 1: Format for Bid Letter
- (iv) Appendix 2: Format for Details of Bidder
- (v) Appendix 5: Performa for Financial Proposal
- (vi) Appendix 7: Format for Declaration of Compliance
- (vii) Appendix 8: Format for No Deviation Certificate
- (viii) Appendix 9: Format for Declaration on Bidder's relation to Directors
- (ix) Appendix 10: Format for Execution Timeline
- (x) Appendix 12 (e): Checklist for Bank Guarantee Verification
- (xi) Appendix 14: Format for Contract Agreement
- (xii) Appendix 15: Format for Power of Attorney for signing of Bid
- (xiii) Appendix 16: Model Format for certification of satisfactory operation (on Owners' letter head)
- (xiv) Documents relevant to Eligibility of the bidder (including list of projects commissioned, commissioning certificates, details of reference project, financial eligibility documents etc.)
- (xv) Technical document with all relevant enclosures as mentioned in the Section VI – Technical Specifications (TS)

**16.4.3. Envelope – II: Price Bid**

It contains only price bid in the prescribed format mentioned Format for Financial Proposal under Section VII – Forms and formats. The bid shall have to be filled online in the Electronic Form provided at the TCIL portal only. The pass – phrase for the decryption of the Financial bid shall be provided in original under sealed envelope along with the Cover – I. The pass – phrase shall not be uploaded online.

16.4.4. All the requisite originals must be supplied in hard form along with their online submission of the scanned copy of the documents except pass – phrases. In case of any discrepancy among the online and hard copy submitted by the bidder, the document uploaded online shall prevail.

**16.4.5. Envelop markings**

Each envelop shall clearly mark the name of the bidder. The Bid Security, DD towards the tender processing fees and pass - phrases for techno – commercial and financial bid must be supplied in original along with the bid,

- (i) The outer/ common envelope shall clearly bear the following identification:

**“Bid Documents for DEVELOPMENT AND SUPPLY OF LOW COST LI-ION (UNI-DIRECTIONAL) SOLAR LANTERNS”**

- (i) Cover-I / Envelope -I shall bear the following identification:

**“Cover-I / Envelope-I: Techno – Commercial Bid for DEVELOPMENT AND SUPPLY OF LOW COST LI-ION (UNI-DIRECTIONAL) SOLAR LANTERNS”.**

- (ii) Cover –II / Envelope -II shall bear the following identification:

**“Cover-II / Envelope-II: Price Bid for DEVELOPMENT AND SUPPLY OF LOW COST LI-ION (UNI-DIRECTIONAL) SOLAR LANTERNS”.**

16.4.6. All the envelopes must be marked properly. The techno – commercial enclosures and the price bid must be submitted online with every page bearing sign and stamp by the authorized representative of the bidder. In case of any discrepancy between online and hard copy submitted, scan copy submitted online shall prevail.

16.4.7. Each of the envelopes shall be addressed to:

Kind Attn.	GM(C&S)
Address:	Solar Energy Corporation of India Limited 1 <sup>st</sup> Floor, A Wing, Religare building, D-3, District Centre, Saket, New Delhi - 110017 TELE: 011- 71989264
E-mail address:	<a href="mailto:contracts@seci.gov.in">contracts@seci.gov.in</a>

16.4.8. If the envelopes are not sealed and marked as instructed above, the Purchaser assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted. If bids are found in open condition or not in sealed condition, the bids may be rejected and returned unopened to the bidder.

16.4.9. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

## **17.0 BID DUE DATE/ LAST DATE OF SUBMISSION**

17.1. Bids should be submitted on or before the bid due date as specified in ITB Clause No.1.2.3 at the address provided in ITB Clause 1.2.3 in the manner and form as detailed in this NIT.

17.2. The Purchaser may, in its sole discretion, extend the bid due date by issuing an Amendment/ Addendum in its website in accordance with ITB Clause No. 6, uniformly for all Bidders.

## **18.0. LATE BIDS**

Bids received by the Purchaser after the specified time on the bid due date shall not be eligible for consideration and shall be summarily rejected. In case of an unscheduled holiday being declared on the prescribed closing/ opening day of the Bid, the next working day shall be treated as the scheduled prescribed date of closing/ opening of the Bid with same timings.

## **19.0. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process of evaluation and selection or is not a retained professional advisor advising the Purchaser in relation to or matters arising out of, or concerning the bidding process. The Purchaser will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Purchaser may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Purchaser.

## **20.0. CORRESPONDENCE WITH THE BIDDER**

The Purchaser shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **21.0. PRELIMINARY EXAMINATION**

21.1. The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the tenders are otherwise in order.

21.2. Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

21.3. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.

#### **21.4. ZERO DEVIATION TENDERS**

This is a ZERO Deviation tendering Process. Tenderer is to ensure compliance of all provisions of the Tender Document and submit their bid/Tender accordingly. ***Tenders with any deviation to the bid conditions shall be liable for rejection.***

### **22. BID OPENING AND EVALUATION OF BID**

22.1. The Purchaser shall open, examine and evaluate the Bids in accordance with the provisions set out in this NIT document.

22.2. To facilitate evaluation of Bids, the Purchaser may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

22.3. The Purchaser will start opening the Cover envelope of the bids received in the presence of Tenderers' representatives who choose to attend, at the following location:

**Solar Energy Corporation of India Limited**

1<sup>st</sup> floor, Wing A, Religare Building,  
D – 3, District Centre, Saket,  
New Delhi – 110017

The Tenderers' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Technical bid opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

22.4. The Purchaser shall first open the envelope super scribed as Processing fees and EMD on the date of opening of Technical bid. If EMD and processing fees are not found in order then bid of such tenderers shall be summarily rejected. Technical Bid of the tenderers whose "Processing fee & EMD" is found to be in order shall then only be opened.

22.5. In case it is not possible to open the Tender on the schedule date then a suitable date for this purpose shall be announced or shall be communicated to tenderers by letter/ fax/ email (Either Mode). It is in the interest of the tenderers to send their authorized representatives who are well conversant with the tender. Only one person from the bidder company is allowed to participate in the opening of the tenders.

22.6. In case it is not possible to open the envelopes on the date specified in the particulars of tender, then a suitable date for this purpose shall be announced or shall be communicated to tenderers by letter/ fax/ email (Either Mode). It is in the interest of the tenderers to send their authorized representatives who are well conversant with the tender and competent enough to take decisions on technical and financial matters at the time of opening of bids. Only one person from the bidder company is allowed to participate in the opening of the tenders.

22.7. Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid to the bidding documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Bid Bond, Applicable Law and

Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

22.8. If the Bid is not substantially responsive as per the conditions stated under ITB Clause 23.0, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22.9. The Purchaser will evaluate and compare the tenders which have been determined to be responsive, pursuant to ITB Clause 21 for each schedule separately. However, as stated in ITB Clause 10.

22.10. The Purchaser's evaluation of a tender will take into account as per the following:

- a) The price of the goods, quoted (ex-works/ ex-factory/ exshowroom/ ex-warehouse/ or off-the-shelf, as applicable), along with all duties and sales and other taxes, levies, cess & surcharge etc. on the bought out items;
- b) Excise duty and Central sales Tax which will be payable on the goods if this Contract is awarded;
- c) The price for inland transportation, insurance and all other local costs & charges incidental to delivery of the goods up to their final destination;

#### **DELIVERY SCHEDULE:**

As per the original Tender document.

Pursuant to ITB Clause 22.0, one or more of the following evaluation methods will applied:

a) Inland Transportation, Insurance and Incidentals:

Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITB Clause 10.2.3.

The above costs will be added to the tender price.

b) Delivery Schedule:

i. The Purchaser requires that the goods under the Invitation for Tenders should start after 30 days issue of LOA. No credit will be given to earlier deliveries and tenders offering delivery beyond bid validity period of stipulated delivery period will be treated as unresponsive.

The Evaluated Bid Value (EBV) shall be calculated using the following parameters:-

- (i) Contract Price, i.e., Contract Value (Sum total of price for all sections/ parts thereof)
- (ii) The Bid with the lowest Evaluated Bid Value shall be considered as L-1. The bid with next lowest value shall be considered as L-2 and so on.

#### **23.0. TESTS OF RESPONSIVENESS**

23.1. Prior to evaluation of Bids, the Purchaser shall determine whether each Bid is responsive to the requirements of the NIT. A Bid shall be considered responsive only if:

- (i) Bid is received as per the formats specified in Appendices of the NIT;
- (ii) Bid is received by the bid due date and time including any extension thereof;
- (iii) Bid is signed, stamped, sealed and marked as stipulated in ITB Clause 22.0;
- (iv) Bid is accompanied by the DD for Tender processing fees and Bid Security as specified in ITB Clause 1.2.3
- (v) It is accompanied by Techno – commercial documents and Finance bid, the power(s) of attorney and Board Resolution as specified in Appendices, as the case may be;
- (vi) It contains all the information (complete in all respects) as requested in this NIT (in formats same as those specified);

(vii) It does not contain any condition or qualification or deviations and has "No Deviation Certificate" required as per the format (Appendix 8: No Deviation Certificate).

23.2. The Purchaser reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Purchaser in respect of such Bid.

## **24.0. CONTACTS DURING BID EVALUATION**

Employment of Officials/ Ex-Official Bids shall be deemed to be under consideration immediately after they are opened and until such time the Purchaser makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Purchaser and/ or their employees/ representatives on matters related to the Bids under consideration.

## **25.0. EMPLOYMENT OF OFFICIALS/EX-OFFICIAL OF THE PURCHASER**

Bidders are advised not to employ serving employees of the Purchaser. It is also advised not to employ ex-personnel of the Purchaser within the initial two years period after their retirement/ resignation/severance from the service without specific permission of the Purchaser. The Purchaser may decide not to deal with such firm(s) who fail to comply with the above advice.

## **26.0. DECLARATION ON BIDDER'S RELATION TO DIRECTORS**

The Bidders are required to certify in prescribed format "Appendix 7: Declaration of Compliance", whether he/they is/are related to any of the Directors/Senior Personnel of the Purchaser in any of the ways mentioned in the Certificate. It is clarified that any such affirmative certificate shall not, by itself, prejudice consideration of the Bid.

## **27.0. LETTER OF AWARD ("LOA") AND NOTIFICATION TO PROCEED**

27.1. After selection of the Successful Bidder, a Letter of Award (the "LOA") shall be issued, in duplicate, to the Successful Bidder and the Successful Bidder shall acknowledge the LOA within seven (07) days of the issuance of the LOA. The Successful Bidder shall not be entitled to seek any deviation from the Contract, except as may have been amended by the Purchaser prior to the bid submission date.

27.2. On receipt of the acknowledgement of the LOA by the Successful Bidder and compliance with the conditions specified in ITB Clause 22.0, the Purchaser shall sign the Contract with the Successful Bidder. Non Receipt of acknowledgement letter or non-willingness to sign the contract will result in forfeiture of their Bid Security.

## **28.0. PERFORMANCE BANK GUARANTEE**

28.1 The Successful Bidder shall, within fourteen (14) days of the issue of LOA, submit the Bank Guarantees as per ITB Clause 1.2.1 for the Project. The Performance Guarantee of the Successful Bidder payable in favour of the Purchaser should be submitted to SECI in the form of a bank guarantee as prescribed in "Appendix 12(b): Format of Bank Guarantee for Performance Bank Guarantee", as specified in ITB Clause 1.2.1

28.2. The bank guarantee by the Supplier will be given from bank specified in "Schedule 1: Specified list of banks" only.

28.3. Failure of the successful Tenderer to comply with the requirement of ITB Clause 37.0 or ITB Clause 28.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.

## **29.0. FRAUDULENT PRACTICES**

29.1 The Bidders may please note that the Purchaser shall not entertain any correspondence or



queries on the status of the Bids received against this NIT. Bidders are advised not to depute any of their personnel or agents to visit the Purchaser's office for making such inquiries.

29.2. Any effort by a Bidder to influence the Purchaser on the Bid evaluation, Bid comparison or Contract award decision may result in the rejection of the Bidder's Bid.

29.3. The Government/SECI requires that Tenderers/ Suppliers/ Suppliers observe the highest standard of ethics during the procurement and execution of Government/SECI financed contracts. In pursuance of this policy, the Government/SECI:

29.3.1. defines, for the purposes of this provision, the terms set forth as follows :

a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government/SECI, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government/SECI of the benefits of free and open competition;

29.3.2. Will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a Government/SECI financed contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/SECI financed contract.

### **30.0. SPECIAL INSTRUCTIONS TO BIDDERS FOR E- BIDDING / E – TENDERING**

30.1.1. Submission of Online Bids is mandatory for this Tender.

30.1.2. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the portal <https://www.tcil-india-electronictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

30.1.3. Benefits to Suppliers are outlined on the Home-page of the portal.

30.1.4. Tender Bidding Methodology: It is Single Stage – Two Envelope process.

30.1.5. Broad Outline of Activities from Bidder's Perspective:

- (i) Procure a Digital Signing Certificate (DSC)-Class II and above.
- (ii) Register on Electronic Tendering System® (ETS)
- (iii) Create Marketing Authorities (MAs), Users and assign roles on ETS
- (iv) View Notice Inviting Tender (NIT) on ETS
- (v) For this tender -- Assign Tender Search Code (TSC) to a MA
- (vi) Download Official Copy of Tender Documents from ETS
- (vii) Clarification to Tender Documents on ETS
  - a. Query to SECI (Optional)
  - b. View response to queries posted by SECI

(viii) Bid-Submission on ETS

(ix) Respond to SECI Post-TOE queries

30.1.6. For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

30.1.7. Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

30.1.8. Registration to use the ElectronicTender® portal <https://www.tcil-india-electrontender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its persons who will be the authorized to coordinate for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable. After successful submission of Registration details and payment of Annual Registration Fee, please contact TCIL/ ETS Helpdesk (as given below), to get your registration accepted/ activated.

30.1.9. Important Note:

- (i) Interested bidders have to download official copy of the NIT & other documents after login into the ETS Portal of TCIL (<https://www.tcil-india-electrontender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL within the specified period of downloading of NIT and other documents, bidder will not be able to participate in the tender.
- (ii) To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.
- (iii) Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

30.1.10. Some Bidding related Information for this Tender (Sealed Bid)

- (i) The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:
- (ii) Submission of Bid Parts:
  - a. Envelope – I: Technical Bid
  - b. Envelope – II: Financial Bid
- (iii) Submission of digitally signed documents (i.e., NIT document, Appendices, Technical Documents, Addendum, Corrigendum, amendments etc.)
- (iv) For Offline Submission:
  - a. Pass – Phrase for each stage i.e., Techno – commercial bid opening and financial bid opening, duly signed, stamped and properly sealed separately. It is to be enclosed as a part of Envelope –I.
  - b. All the documents submitted online must also be submitted online as per ITB Clause 16.4.4.

30.1.11. Special Note on Security and Transparency of Bids

- (i) Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically for Bid Submission, some security related aspects are outlined below:
- (ii) As part of the Electronic Encrypter™ functionality, the contents of both the 'Electronic Forms' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is recommended that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.
- (iii) **CAUTION:** All bidders must fill Electronic Forms™ for each bid-part sincerely and carefully, and avoid

any discrepancy between information given in the Electronic Forms™ and the corresponding Main-Bid. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms™, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms™ and the 'Main-Bid', the contents of the Electronic Forms™ shall prevail.**

(iv) In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

(v) Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to SECI in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

(vi) There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-tendering server/ portal.

#### 30.1.12. Other Instructions

(i) For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronictender.com>, and go to the User-Guidance Centre

(ii) The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

(iii) Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

#### 30.1.13. **SIX CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically for Supplier organizations, the following 'SIX KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

(i) Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.

(ii) Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

(iii) Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS

(iv) Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, et al)

(v) It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. **The bidders may note that as per ITB Clause 23.1**, the bid shall be considered as non-responsive due to non-submission of correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid.

(vi) ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' your 'Status pertaining Overall Bid-Submission' is 'Complete'.

#### NOTE:

(i) While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth and sixth instructions are relevant at all times.

(ii) Minimum Requirements at Bidder's End

- a. Computer System with good configuration (1 GB RAM, Windows 7 and above)
- b. Broadband connectivity
- c. Microsoft Internet Explorer 7.0 or above
- d. Digital Certificate(s)

(iii) Any Further support and assistance:

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11- 26241790 (Multiple Telephone lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
Email-ID	<a href="mailto:ets_support@tcil-india.com">ets_support@tcil-india.com</a>

### 31.0. EARNEST MONEY DEPOSIT

31.1. Pursuant to ITB Clause 16.4, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

31.2. The earnest money deposit is required to protect the Purchaser against the for acts of Commission or omission on the part of the Tender's which would warrant the security's forfeiture, pursuant to ITB Clause 31.7.

31.3. The earnest money deposit shall be denominated in Indian Rupees and shall:

i. At the tenderer's option, be in the form of either a Demand Draft, or a bank guarantee from a Public sector bank/Scheduled Indian Bank in the prescribed format.

ii. A scheduled Indian Bank should have paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of paid up capital requirement).

iii. The bank guarantee be substantially in accordance with the form of earnest money deposit included in Section VII or other form approved by the Purchaser prior to tender submission;

iv. Be payable promptly upon written demand by the Purchaser without recourse in case any of the conditions listed in ITB Clause 31.7 are invoked;

v. Be confirmed for payment by the branch of the bank giving the bank guarantee at New Delhi.

vi. Be submitted in Original form; (copies will not be accepted) and shall be valid for a period of 90 days beyond the original validity period of tenders, or beyond any period of extension subsequently requested under ITB Clause 32.2.

31.4. Any tender not secured in accordance with ITB Clauses 31.1 and 31.3 above will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 21.

31.5. Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible as but not later than 30 days after the issuance of LOA to the successful bidder by the Purchaser, pursuant to ITB Clause 32.

31.6. The successful Tenderer's earnest money deposit will be discharged upon the tenderer signing the Contract, pursuant to ITB Clause 37, and furnishing the performance security and receipt of confirmation of its genuineness from issuing bank by the purchaser pursuant to ITB Clause 28.0.

31.7. The tender security may be forfeited:

31.7.1. if a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or

31.7.2. in case of a successful Tenderer, if the Tenderer fails:

- i. to accept the award of contract/sign the Contract; or
- ii. to furnish performance security in accordance with ITB Clause 28.0.

31.8. Purchaser may at its sole discretion decide to split the work between the tenderers who choose to execute the Work. After receiving the notification of award of work/Letter of Award from the Purchaser, the earnest money of tenderers shall be forfeited if they fail to accept the award within stipulated period. Tenderer may refer SCC clause 17 for Split of work details.

### **32.0. PERIOD OF VALIDITY OF TENDERS**

32.1. Tenders shall remain valid for 90 days from the last date of submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

32.2. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A Tenderer may refuse the request to extend the validity without forfeiting its earnest money deposit. A Tenderer granting the request will neither be required nor permitted to modify its tender in any manner.

### **33.0. AWARD CRITERIA**

33.1. Subject to ITT Clause 34 and 35, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the Contract satisfactorily

### **34.0. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

34.1. The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award at its sole discretion for whatsoever reasons and without incurring any liability whatsoever to any of the tenderer for any cost expense loss etc.

### **35.0. PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

35.1. The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the Tenderers. Purchaser shall not assign any reason for above

### **36.0. NOTIFICATION OF AWARD**

36.1. Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or by fax/Email, to be confirmed in writing by registered letter, that its tender has been accepted.

36.2. The notification of award will constitute the formation of the Contract, without the need of any further acceptance by the tenderer.

### **37.0. SIGNING OF CONTRACT**

37.1. At the same time as the Purchaser informs the successful tenderer that its tender has been accepted through Notification, the Purchaser will send the Tenderer the Contracts form, incorporating all agreements between the parties.

37.2. Within 14 days of receipt of the Notification of Award/Contracts form, the successful Tenderer shall accept the Contract form and return it to the Purchaser.

### **38.0. EXPENSES OF THE AGREEMENT**

The selected Tenderer/supplier shall pay all the expenses of stamp duties and other requirements for signing the Agreement with Purchaser

# **Section – III**

## **General Conditions of Contract**

(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2)



**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

1<sup>st</sup> floor, Wing A, Religare Building, D – 3, District Centre, Saket, New Delhi – 17

Tel: 011 – 71989256, 71989264

## **SECTION III – GENERAL CONDITIONS OF CONTRACT**

### **General Conditions of Contract**

#### **1. DEFINITIONS**

1.1. In this Contract, the following terms shall be interpreted as indicated:

1.1.1. "The Contract" means the Notification of Award/Contracts form issued by the Purchaser to the Supplier, including all the attachments and appendices thereto and all documents incorporated by

1.1.2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

1.1.3. "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

1.1.4. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as manufacturing, production, supply, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

1.1.5. "GCC" means the General Conditions of Contract contained in this section.

1.1.6. "SCC" means the Special Conditions of Contract.

1.1.7. "The Purchaser" means the organization purchasing the Goods, as named in IFB.

1.1.8. "Representative" shall mean any employee of SECI or MNRE nominated by competent authority for the purpose mentioned herein.

1.1.9. "The Supplier" means the bidder supplying the Goods and Services under this Contract.

1.1.10. "The Government" means the Government of India.

1.1.11. "Delivery location", where applicable, means the place or places named in Tender document.

1.1.12. "Day" means calendar day.

1.1.13. "Solar Lantern"

A solar photovoltaic (SPV) lantern (Solar lantern) is a lighting system consisting of a lamp (White LED), battery and electronics, all placed in a suitable housing, made of metal or plastic or fiber glass, and a photovoltaic (PV) module. White Light Emitting Diode (W-LED) is a solid state device which emits light when an electric current passes through it. Electricity generated by PV module charges the battery. The Solar lantern is a portable lighting device suitable for either indoor or outdoor lighting. A solar lantern which covers 140 degrees is termed as "Uni-directional".

1.1.14. "Applicant" shall mean a company who had submitted his application against the NIT No. SECI/Cont./Ind./02/2016/Lnt2 dated 15/09/2016 .

1.1.15. "Company" shall mean any legal entity incorporated for the execution of the business

1.1.16. "SECI" means Solar Energy Corporation of India Limited



1.1.17. "MNRE" means Ministry of New and Renewable Energy

1.1.18. "Contract Document" shall mean collectively the Bid Document, Design, Drawings, and Specifications, Annexures, agreed variations, if any, and such other documents consisting the bid and acceptance thereof;

1.1.19. "Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

1.1.20. "Competent Authority" shall mean Managing Director (MD) himself and/or a person or group of persons nominated by MD of Solar Energy Corporation of India Limited for the mentioned purpose herein.

## **INTERPRETATIONS**

- i. Words comprising the singular shall include the plural & vice versa
- ii. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- iii. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- iv. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- v. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## **2. APPLICATION**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## **3. STANDARDS**

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## **4. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE GOVERNMENT**

4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

## **5. PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **6. PERFORMANCE SECURITY**

6.1. Within 14 days of receipt of the notification of award from the Purchaser, the Supplier shall furnish Performance Security to the Purchaser for an amount of 10% of the Contract value.

**Performance Security** – Supplier shall initially provide the Bank guarantee for 10% value valid till 90 days after completion of one year from the supply/delivery of all solar lanterns.

6.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3. The Performance Security shall be denominated in Indian Rupees and shall be essentially from any banks listed in schedule-1 list of banks supplemented at SCC of bidding documents.

6.4. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than fifteen (15) months following the date of completion of the Supplier's performance obligations.

6.5. In the event of any contract amendment, the Supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for valid upto 90 days beyond defect liability period as mentioned in GCC clause 35.4.

## **7. INSPECTIONS AND TESTS**

7.1. The Purchaser or its representative shall have the right to inspect and/or to test the lanterns to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2. The inspections and tests may be conducted on the premises of the Supplier or its subsupplier(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subsupplier(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no cost to the Purchaser.

7.3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5. Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **7.6. MANUALS AND DRAWINGS**

7.6.1. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2. The manuals and drawings shall be in the English ruling language and in such form and numbers as stated in the contract.

7.6.3. Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

7.6.4. It shall be the obligation of the supplier to train and familiarise the designated person by the purchaser in regard to the operation manual and drawings.

## **8. PACKING**

8.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. 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.

8.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3. Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

- i. Project,
- ii. Contract No.,
- iii. Suppliers Name, and
- iv. Packing List Reference number.

## **9. DELIVERY AND DOCUMENTS**

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

## **10. INSURANCE**

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

## **11. TRANSPORTATION, DEMURRAGE WHARFAGE, ETC.**

11.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

11.2. All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be on the account of Supplier.

## **12. INCIDENTAL SERVICES**

12.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC clause 4:

12.1.1. furnishing of tools spares required for assembly and/or maintenance of the supplied Goods;

12.1.2. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

12.1.3. 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 and scope of services under this Contract; and

12.1.4. Training of the Purchaser's personnel, at the Supplier's factory and/or onsite, in assembly, maintenance and/or repair of the supplied Goods.

## **13. WARRANTY**

13.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

13.2. This warranty shall remain valid for (Tenderer may refer Section VI-Technical specifications for details) after the Goods or any portion/part thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall:

13.2.1. Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with GCC Clause 7.

13.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

13.4. Upon receipt of such notice, the Supplier shall, within the period of 15 days and with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the ultimate destination. The Supplier shall take over the replaced parts/goods at the time of their replacement. In

the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period.

13.5. If the Supplier, having been notified, fails to remedy the defect(s) within 15 days, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. The performance guarantee and liquidated damages be entitled to be recovered without prejudice to other rights of the purchaser.

## **14. PAYMENT**

14.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC clause 5.

14.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the contract.

14.3. Payments shall be made promptly by the Purchaser but in no case later than Thirty (30) days after submission of the invoice or claim by the Supplier.

14.4. Payment shall be made in Indian Rupees.

## **15. PRICES**

Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

## **16. CONTRACT AMENDMENTS**

No variation in or modification of the terms of the Contract shall be made except by amendment issued by SECI.

## **17. ASSIGNMENT**

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **18. DELAYS IN THE SUPPLIER'S PERFORMANCE**

18.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

18.2. If at any time during performance of the Contract, the Supplier or its subsupplier(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

18.3. Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant

to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **19. LIQUIDATED DAMAGES**

19.1. Subject to GCC Clause 21, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 20.

## **20. TERMINATION FOR DEFAULT**

20.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

20.1.1. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 18; or

20.1.2. if the Supplier fails to perform any other obligation(s)/duties under the Contract.

20.1.3. If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

20.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 20.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## **21. FORCE MAJEURE**

21.1. Notwithstanding the provisions of GCC Clauses 18, 19, 20, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21.2. For purpose of this clause, "Force majeure" means an event beyond the control of the supplier or its sub-suppliers and not involving the supplier's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars

or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the supplier and all other concerned.

21.3. In the event that the supplier is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.

21.4. If a force majeure situation arises, the supplier shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The supplier shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the work, if required.

## **22. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **23. TERMINATION FOR CONVENIENCE**

23.1. The Purchaser, by written notice sent to the Supplier, may 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, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

23.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

23.2.1. to have any portion completed and delivered at the Contract terms and prices; and/or

23.2.2. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **24. SETTLEMENT OF DISPUTES**

24.1. If any dispute of any kind whatsoever shall arise between the Purchaser and Supplier / Supplier in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, whether the parties shall seek to resolve any such dispute or difference by mutual consultation.

24.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with GCC Sub Clause 24.2, shall be finally settled by arbitration.

## **24.3. IN CASE THE SUPPLIER IS A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT**

In case the Supplier is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

#### **24.4. IN CASE THE SUPPLIER IS NOT A PUBLIC SECTOR ENTERPRISE OR A GOVERNMENT DEPARTMENT.**

24.4.1. In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

24.4.2. The Purchaser and the Supplier shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty (20) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

24.4.3. If one party fails to appoint its arbitrator within thirty-two (32) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

24.4.4. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 27 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.

24.4.5. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.

24.4.6. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

24.4.7. The arbitrator(s) shall give reasoned award.

24.5. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

#### **25. LIMITATION OF LIABILITY**

25.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,



25.1.1. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

25.1.2. the aggregate liability of the Purchaser to the Supplier, whether under the Contract for the ordered quantity, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Solar Lanterns.

## **26. GOVERNING LANGUAGE**

The contract shall be written in English language. Subject to GCC Clause 27, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **27. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of the Union of India.

## **28. NOTICES**

28.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in SCC.

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

## **29. TAXES AND DUTIES**

29.1. Except as otherwise specifically provided in the Contract, the Supplier shall bear and pay all taxes, duties, levies and charges assessed on the Supplier, its Sub-supplier or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

29.2. Not with standing GCC Sub-Clauses 29.1 above, the Purchaser shall bear and pay/ reimburse to the Supplier Excise Duty, Custom Duty, Sales Tax (but not the surcharge in lieu of Sales Tax), Local Tax including Entry Tax/ Octroi and other levies in respect of direct transactions between the Purchaser and the Supplier, if imposed on the Lanterns including mandatory spares to be incorporated in the Facilities, by the laws of India on submission of proper documentary evidence/ tax invoice.

29.3. If specified as such in GCC clause 34, purchaser will issue the requisite sales tax declaration form(s) in order to get the benefit of any concession in the rate of sales tax. Further, in case of all components, equipment and materials identified by the Supplier and Purchaser to be dispatched directly from the sub- vendor's work to purchaser's site in a state different from the state wherein sub-vendor's works are located, the Supplier will effect sale in transit. For effecting the sale in transit, the supplier shall ensure that his sub vendor raises invoices and obtains GR/LR/RR/BL/AWB in the name of Supplier (and not in the name of Purchaser). The Supplier shall further ensure that he endorses the GR/LR/RR/BL/AWB in the name of purchaser during transit of the equipment before the delivery of equipment is taken by Purchaser.

29.4. All taxes, duties and levies on Works contract, if any, shall be to the supplier's account and no separate claim in this regard will be entertained by the Purchaser.

29.5. Service Tax, if any, shall be to the supplier's account and no separate claim in this regard will be entertained by the purchaser for the Contract.

29.6. The taxes, duties, levies and charges, as mentioned by bidder (hereinafter called "TAX" in GCC Clause 29) are to be considered for evaluation. Bidders are required to ascertain correctness of amount mentioned in the bid as on date of techno – commercial bid opening.

29.7. Any new tax introduced or revision in respective applicable tax rates after the date of techno – commercial bid opening, shall be paid/reimbursed by the purchaser subject to submission of requisite documentary evidence by the bidder. However, any variation in Service Tax and Work Contract Tax shall not be payable for the Contract.

29.8. Statutory variation in applicable taxes & duties shall be on account of Purchaser and other prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

### **30. OTHER CONDITIONS**

30.1. The supplier shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of Purchaser in writing.

30.2. The supplier or its sub-suppliers shall not display the photographs of the work and not take advantage through publicity of the work without written permission of SECI.

30.3. The supplier or its sub-suppliers shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.

30.4. Purchaser will not be bound by any Power of Attorney granted/ issued by the supplier or its sub-suppliers or by any change in the composition of the firm made during or subsequent to the execution of the contract. However recognition to such Power of Attorney and change (if any) may be given by Purchaser after obtaining proper legal advice, the cost of which will be chargeable to the supplier concerned.

30.5. The majority and controlling shareholding in the supplier selected shall be maintained with the promoter shareholders of the supplier without the approval of the purchaser.

**31.0. SUCCESSORS AND ASSIGNS:** In case the purchaser or supplier undergo any merger or amalgamation or a scheme of arrangement or similar re-Organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

### **32.0. SEVERABILITY:**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

### **33.0. COUNTERPARTS:**

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

33.1 Rights & remedies under the contract only for the parties: This contract is not intended & shall not be construed to confer on any person other than the purchaser & supplier hereto, any rights and / or remedies herein.

**34.0 ROAD PERMITS:** Arranging for any road permit, wherever required to deliver the goods to Purchaser or its nominee anywhere in India shall be the sole responsibility of Supplier. Purchaser may however facilitate the supplier without any obligation on his part in getting such Road permit. SECI shall not issue any C form for solar lanterns meant for delivery at designated state headquarters of the mentioned areas or any other location.

### **35.0. DEFECT LIABILITY**

35.1. The Supplier must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the solar lanterns supplied and of the work executed.

35.2. If it shall appear to the Project Manager that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Supplier for the execution of Supplier are unsound or otherwise not in accordance with the Contract, the Supplier shall on demand in writing inform the Project Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Supplier shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Project Manager in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Supplier. The decisions of the Project Manager in this regard shall be final and binding.

35.3. The Supplier shall also be undertaking the operation and maintenance of the Facility and consequently shall be required to rectify any defects that emerge during the operation of the Facilities for the entire term of this Contract.

35.4. The Defect Liability Period shall be of twelve (12) months from the date of completion of delivery of all solar lanterns, during which the Supplier must repair any defect identified by the Project Manager. All the expenses to repair the defects shall be borne by the supplier and no additional cost charged to the Purchaser ("Defects Liability Period").

35.5. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the solar lanterns supplied or of the work executed by the Supplier, the Supplier shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Supplier shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.

35.6. Furthermore, without prejudice to the generality of the foregoing, it is clarified that the Supplier shall also be responsible for the repair, replacement or making good of any defect, or of any damage to the Facilities arising out of or resulting from any of the following causes:

- Improper operation or maintenance of the Facilities by the Supplier during operation and maintenance of the Facility; and
- Operation of the Facilities outside specifications of the Facilities.

35.7. The Purchaser shall give the Supplier a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect any such defect.

35.8. The Purchaser shall provide the Supplier all necessary access to the Facilities and the Site to enable the Supplier to perform its obligations under this Clause 35 (Defect Liability). The Supplier may, with the consent of the Purchaser, remove any solar lanterns or any part of the Facilities that are

defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.

35.9. If the Supplier fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Purchaser may, following a notice to the Supplier, proceed to do such work, and the costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Supplier or may be deducted by the Purchaser from any monies due to the Supplier or claimed under the Performance Guarantee, without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

35.10. If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Purchaser because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the defect liability period of twelve (12) months from such replacement.

35.11. In addition, the Supplier shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified under Clause 35.2.

### **36. STATUTORY ACTS**

36.1. All legal formalities/clearances are to be obtained by the supplier regarding the execution of the said work.

The supplier shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. Purchaser shall have no liabilities in this regard.

# **Section – IV**

## **Special Conditions of Contract**

(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2)



### **SOLAR ENERGY CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

1<sup>st</sup> floor, Wing A, Religare Building, D – 3, District Centre, Saket, New Delhi – 17

Tel: 011 – 71989256, 71989264

## **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

### **1. DEFINITIONS (GCC CLAUSE 1)**

- (a) The Purchaser may be Solar Energy Corporation of India Limited
- (b) The Supplier is a tenderer in whose name contract has been awarded by the purchaser for the purpose mentioned herein;
- c) Project site means regions/locations specified in section II, Clause 23.3(b)(ii).

### **2. INSPECTION AND TESTS (GCC CLAUSE 7)**

### **3. DELIVERY AND DOCUMENTS (GCC CLAUSE 9)**

Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by fax or by writing the full details of the shipment including contact number, railway receipt number and date, description of goods, quantity, name of the consignee etc.

The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- a) Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- b) Railway receipt/Transporter receipt/acknowledgment of receipt of goods from the consignee(s);
- c) Four Copies of packing list identifying the contents of each package;
- d) Insurance Certificate;
- e) Manufacturer's/Supplier's warranty certificate;
- f) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

### **4. INCIDENTAL SERVICES (GCC CLAUSE 12)**

In addition to the incidental services indicated in GCC clause 12, Supplier shall establish service Centre in line with Clause 2.0 of Section V, Schedule of Requirements and the cost thereof shall be included in the Unit price.

### **5. PAYMENT (GCC CLAUSE 14)**

Payments shall be released against each component of Price Bid in the following manner after submission by the supplier and acceptance of Security cum Performance Bank Guarantee by Purchaser and signing of Agreement as per provisions of bidding document.

In accordance with the provisions of GCC Clause 14 (Terms of Payment), the Purchaser shall pay the Supplier in the following manner and at the following times:

- 1) 10% of the total price of supplies of Product as advance payment against equal amount of Bank Guarantee (with validity as per ITB Clause 1.2.1) which shall be furnished by supplier in addition to Performance Bank Guarantee.
- 2) 40% amount of the value of work order shall be paid after despatch against submission of despatch documents as provided in SCC Clause 3.
- 3) 40% of the contract value shall be paid after delivery at the designated place of the State headquarters
- 4) 10% of the amount after the establishment of Service Centres and acceptance by SECI.

**Note:**

a. No price escalation due to any reason except the statutory variation in the applicable taxes, duties, surcharge etc.) Shall be considered by SECI during the validity/ extended validity of the contract agreement.

b. The Performance Security shall be denominated in Indian Rupees and shall be essentially from any banks listed in schedule-1 list of banks supplemented at SCC of bidding documents.

c. If the bidder is not taking any mobilization advance from the Purchaser, then the progressive payments mentioned above shall be modified, the progressive payment shall be 50% in place of 40%.

**6. RECOVERY OF INTEREST BEARING MOBILIZATION ADVANCE:**

Recovery of the mobilization advance and interest component on the advance amount shall be made from the progressive payments released to the Supplier as per terms above. The amount of interest to be recovered from a particular bill shall be calculated at SBI base rate (per annum) prevailing on the 7<sup>th</sup> day prior to the date of opening of techno – commercial bid on the value of advance corresponding to the percentage of total progressive payment being released. The period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment. The interest on the advance payment shall stand fully recovered on release of all the progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible therefrom, the balance outstanding shall be recovered from the next payments immediately falling due from the BG submitted by the bidder against mobilization advance will be returned to the supplier after adjustment of mobilization advance in full including interest thereof

**7. LEGAL JURISDICTION**

Any dispute arising between the Supplier and the Purchaser under the contract or in connection with the contract shall be subjected to the jurisdiction of courts at New Delhi only.

**NOTICES (CLAUSE 28)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

**Purchaser:**

GM (C&P)

**Solar Energy Corporation of India Limited**

1<sup>st</sup> floor, Wing A, Religare Building,  
D – 3, District Centre, Saket,  
New Delhi – 110017

**Supplier:** (To be filled in at the time of Contract signature)

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## **8. PROGRESS OF SUPPLY:**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

- Quantity offered for inspection and date;
  - Quantity accepted/rejected by inspecting agency and date;
  - Quantity despatched/delivered to consignees and date;
  - Quantity where incidental services have been satisfactorily completed with date; -Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
  - Date of completion of entire Contract including incidental services, if any; and
  - Date of receipt of entire payments under the Contract
- (in case of stage-wise inspection, details required may also be specified).

## **9.0 PROJECT TIME LINES:**

The time lines for execution of the contract is 90 days from the date of award of LOA.

## **10 PROGRAMME OF WORK**

The Supplier shall submit the detailed programme of work within 15 days from the date of receipt of Letter of Award.

## **11.0 STARTING OF WORK**

The Supplier shall be required to start the work within 15 (fifteen) days from the date of issue of LOA and shall thereof, report to the Purchaser accordingly.

## **12.0 COMPLETION SCHEDULE**

12.1 The Supplier shall inform the Purchaser through advance information at least 15 days in advance in written notice, and a final notice 7days in advance to enable the Purchaser inform the purchaser of the date on which it intends to complete the Project .

12.2 The Supplier shall prepare the completion schedule accordingly and in conformity with provisions of technical specifications and carry out the work as per this schedule subject to "Force Majeure" conditions. The Supplier shall mobilize resources keeping in view, the above scheduled completion period.

## **13.0 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.

## **14.0 SUPPLIER INTEGRITY:**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

## **15.0 SUPPLIER'S OBLIGATIONS:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities. The Supplier will abide by the job



safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated. The Supplier is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanours.

The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

## **16.0 PATENT RIGHTS:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay. The supplier shall indemnify and hold harmless the purchaser and its officers and representative from all such claims costs and expense.

## **17.0 SPLIT OF WORK**

VOID

## **18.0 RISK ,PROPERTY AND TRANSFER OF TITLE**

18.1 Without affecting its rights to reject the Goods, and without prejudice to the obligation of the supplier after vesting the property in goods with the purchaser the property (legal and beneficial) and risk in the Goods passes to the Purchaser on Delivery (unless payment, whether in whole or in part, for the Goods is made prior to Delivery, in which case title to the Goods shall pass to the Company once payment has been made).

18.2 After the award of contract supplier shall ensure that the goods supplied to the different beneficiaries of SECI should be in title of Solar Energy Corporation of India Limited.

## **19.0 HANDING OVER –TAKING OVER**

The work shall be taken over by the Purchaser upon successful completion of all tasks to be performed at Site(s) on equipment supplied, installed, erected and commissioned by the Supplier in accordance with provision of NIT. During handing over complete project work, the Supplier shall submit the following for considering final payment:

19.1 All as- Built Drawings and documents as per the contract coordination procedure set out for the successful completion of the project.

19.2 Detailed Engineering Document with detailed specification, schematic drawing, circuit drawing, test results, manuals for all deliverable items, Operation, Maintenance & Safety Instruction Manual and other information about the project.

19.3 Bill of material.

19.4 Inventory of recommended and mandatory spares at project Site.

19.5 Immediately after taking over of complete facilities (s), the same will be handed over to the Supplier for Operation & Maintenance for a period of as mentioned in the bidding document.

## **20.0 LIQUIDATED DAMAGES**

Liquidity damages for the delay in supply of the solar lanterns shall be as per the GCC Clause 19.

## Schedule 1: List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. ABN Amro Bank N.V.
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	4. SCHEDULED PRIVATE BANKS
8. Dena Bank	1. Federal Bank Ltd.
9. Indian Bank	2. ING Vysya Bank Ltd.
10. Indian Overseas Bank	3. Axis Bank Ltd.
11. Oriental Bank of Commerce	4. ICICI Bank Ltd.
12. Punjab National Bank	5. HDFC Bank Ltd.
13. Punjab & Sind Bank	6. Yes Bank Ltd.
14. Syndicate Bank	
15. Union Bank of India	
16. United Bank of India	
17. UCO Bank	
18. Vijaya Bank	
19. Bank of Baroda	

# **SECTION – V** **SCHEDULE OF** **REQUIREMENTS AND SCOPE** **OF WORK**

(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2)



**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

1<sup>st</sup> floor, Wing A, Religare Building, D – 3, District Centre, Saket, New Delhi – 17

Tel: 011 – 71989256, 71989264

## SECTION V:

### SCHEDULE OF REQUIREMENTS & SCOPE OF WORK

#### 1. SCHEDULE OF REQUIREMENTS

##### Part-I

Sl. No	Brief Description	Unit	Qty	Delivery Schedule	EMD in Rupees
I	Solar Lanterns Model (LI-ION)	No's	50,000	Delivery in 17000 ( $\pm$ 25%) per month receipt on FOR designated basis commencing in 30 days from the date of Letter of Award (LOA).	10.00 Lakhs

#### SCOPE OF WORK

Design, Manufacture / Fabrication, Supply and Transportation of Solar Lantern Model (Unidirectional) with Lithium Ion Battery with incidental services as per tender specification. The project entails distribution of solar lanterns of advanced design (Uni directional, Lithium –ion Model). The tentative target areas for this project shall be backward districts of Andhra Pradesh, Telangana and Odisha. The prospective bidder shall distribute the lanterns to the designated state headquarters of the mentioned areas.

#### 2. ESTABLISHMENT OF SERVICE CENTRE

2.1 The supplier will have to establish Ten (10) local service centres or authorised service centres/or authorised representative with his address of reach for the timely maintenance of the Lanterns. These service centres shall be established in the nearby towns/cities where Lanterns have been distributed and the location of the service centres shall be finalized in consultation with the concerned officer of SECI seeking his approval in writing after getting the delivery locations. Sufficient stock of spare parts should be maintained at the service centres for carrying out the proper maintenance of the Lanterns.

2.2 At least 2% of the consumable parts (charge controller, electronic control circuit, LEDs, switches, fuse, Battery, Lantern housing, glass, etc.) of total supply of Lanterns in a district should be made available at service centres cumulatively.

2.3 Supplier shall provide all necessary technical support to train one Para technician for every 1000 Solar Lanterns who will provide basic after sales services to the consumers.

2.4 The lists of the established service centres along with address and contact numbers, shall have to be submitted by the supplier to the concerned officer of SECI prior to the submission of the bill for payment. List of same shall be uploaded on the MNRE/SECI website.

2.5. In pursuant to clause 2.1 above, SECI reserves the right to inspect the authorised service centres of the supplier any time after the award of contract. All the Service Centres should maintain a record of any non-functional Solar Lantern brought to their premises for repair. Solar Lantern shall be either

repaired and return in good working conditions or replaced within thirty (30) days of its receipt falling which the cost of the Solar Lantern shall be recovered from the Supplier.

2.6. For the designated Service centre, bidder has to mention the necessary point of contact including a toll free number, email ID, mobile number of the authorised representative. Also, bidder should make proper provisions for Battery collection and should maintain highest safety level standards with respect to the Battery Hazards.

# **SECTION – VI** **TECHNICAL SPECIFICATIONS**

(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2)



**SOLAR ENERGY CORPORATION OF INDIA LIMITED**

(A Government of India Enterprise)

1<sup>st</sup> floor, Wing A, Religare Building, D – 3, District Centre, Saket, New Delhi – 17

Tel: 011 – 71989256, 71989264

## **SECTION-VI**

### **1.0. DEFINITION:**

The solar LED light is basically a portable lighting device suitable for either indoor or outdoor lighting, covering a full range with illumination of **140 degrees**. A LED based solar light system aims at providing solar electricity for operating LED lights for specified hours of operation per day.

The broad performance specifications of white light emitting diode (LED) lighting source based solar light are given below.

### **TECHNICAL SPECIFICATIONS of the WHITE LED BASED SOLAR LANTERN MODEL**

#### **Model - Low cost LED based solar light (1 W)**

**Specifications of white LED (W-LED) based solar light with light output in a directional spread covering a range of 140°.**

### **2.0. BROAD PERFORMANCE PARAMETERS**

<b>Light Source</b>	White Light Emitting Diode (W-LED).
<b>Light quality</b>	The light output should be dispersed and soothing to eyes by using proper optics and diffuser. ( <b>Direct visibility of source should be avoided</b> ).
<b>Light output</b>	The light output of the solar lantern should show the minimum levels of illumination as shown below.

<b>S.No.</b>	<b>Distance</b>	<b>When detector is horizontal to center point of bottom of light source</b>	<b>When detector is at right to center point of bottom of light source</b>
1	1 feet	95 Lux	230 Lux
2	2 feet	16 Lux	85 Lux
3	3 feet	4.5 Lux	40 Lux
4	4 feet	1.5 Lux	20 Lux
5	5 feet	0.5 Lux	12 Lux

### **GENERAL PARAMETERS**

1. Mounting of light	Top or base or side mounted
2. PV Module	2-3 Wp under STC

3. Wattage of LED	1 W
4. Battery	Li-ion battery with a capacity of maximum 2 Ah at voltages at 6.4 V/ 7.4 V @ C/20 max or equivalent. <b>(Bidder should quote for both the options).</b>
5. DoD	75% or equivalent capacity
6. Electronics	Min 85% total efficiency
7. Average duty cycle	4.5 hours a day
8. Light Uniformity	The light on the edges of the entire 140 degree spread should not reduce more than 30 % of the light as specified above.
9. Autonomy	Minimum of 2 days (Minimum 9 operating hours per Permissible discharge.
10. Illumination levels	Three levels of illumination with 100%, 50% and 25% of the illumination levels shown in the table above.

### 3.0. SPECIFIC DETAILS

#### 3.1. DUTY CYCLE:

- The LED solar lantern system should be designed to operate for 4.5 hours a day with 100% illumination, under average daily insolation of 5.0 kWh /m<sup>2</sup> on module surface.

#### 3.0. LIGHT SOURCE :

- The light source will be of white LED type. Single LED or multiple LEDs can be used.
- The colour temperature of white LEDs used in the system should be in the range of 5500° K – 6500° K.
- Use of LEDs which emit ultraviolet light is not permitted.
- The light output from the white LED light source should be constant throughout the duty cycle.
- If the LEDs used are power LEDs proper thermal management mechanism as per requirements of LM79/ LM 80 standards need to be employed to ensure the life of LEDs.
- In case of Low wattage LEDs FR PCB/MCPCB should be used.
- LED efficiency > 160 lm/W
- Lamp light output >140 lm
- Lamp light efficacy > 120 lm/W
- LM79 report should be submitted for above performance parameter.



- The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of white LEDs used in the lighting system must be furnished. In absence of this data the solar lantern will not be qualified.

### **3.1. BATTERY :**

- Lithium Ion.
- Battery capacity should be capacity 2 Ah, at voltages at 6 V @ C/20 Max or equivalent conforming to latest International/BIS standards.
- It is also mandatory for the battery manufacturers / bulk users to comply with batteries (Management and handling) Rules 2001 of MOEF, as amended from time to time.
- A copy of the test certificate for the battery (including its make, country of origin and model number) used in the system should be provided.
- At least 75% of the rated capacity of the battery should be between fully charged & load cut off conditions.
- The batteries should be provided with > 2000 life cycles for Li-Ion @ 50% DOD.

### **3.2. ELECTRONICS :**

- The efficiency of the electronic circuit used should be at least 85%.
- The total operating power should not exceed 1.2 W.
- Constant current buck mode safe charging to protect the battery for over charge
- Electronics should operate in accordance with the voltage level of the battery used. The electronics should have temperature compensation for proper charging of the battery.
- The light output should remain constant with variations in the battery voltages.
- Necessary lengths of wires / cables, switches suitable for DC use and other protections should be provided.
- Two levels of operation of the lantern should be provided to prolong the operating hours.
  - Level 1. 100% capacity with 4.5 hours operation per day
  - Level 2. 50% capacity with 9 hours of operation per day.
  - Level 2. 25% capacity with 18 hours of operation per day.
  - Soft touch key for three mode operation

### **3.3. PV MODULE:**

- **The PV module used should be made in INDIA.**
- The PV module (s) shall contain mono/ multi crystalline silicon or thin film solar cells.
- In case of crystalline silicon solar cell module it is required to have certificate for the supplied PV module as per IEC 61215:2005 specifications or equivalent National or International Standards whereas in case of thin film solar cell module it is required to have certificate for the supplied PV module as per IEC 61646 specifications or equivalent National or International Standards. In case of thin film modules for each model the modules should fulfil the wattage criterion after light soaking degradation.
- The power output of the PV module must be reported under standard test conditions (STC) at loading voltage. I-V curve of the each module should be submitted.
- **The specified module wattage should be at the applicable load voltage.**

- The open circuit voltage of the PV modules under STC should be sufficient enough to charge battery.
- Minimum 5 meters of UV resistant PVC. Twin Core Flat Copper cable of appropriate size as BIS standards should be provided.
- The terminal box on the module should have a provision for opening for replacing the cable, if required.
- A strip containing the following details should be laminated inside the module so as to be clearly visible from the front side:
  - a) Name of the Manufacturer or distinctive Logo
  - b) Model or Type No.
  - c) Serial No.
  - d) Year of make

### **3.4. ELECTRONIC PROTECTIONS:**

- Adequate protection is to be incorporated under no load conditions.  
E.g. when the lamps are removed and the system is switched ON.
- The system should have protection against battery overcharge and deep discharge conditions. The numerical values of the cut off limits must be specified.
- Over voltage and current charging protection
- Proper protection should be provided to protect against short circuit conditions.
- A blocking diode should be provided as part of the electronics, to prevent reverse flow of current through the PV module(s), in case such a diode is not provided with the PV module.
- Full protection against reverse polarity should be provided.

### **3.5. OTHER FEATURES:**

The system should be provided with 2 LED indicators: a green light to indicate charging in progress and a red LED to indicate deep discharge condition of the battery. The green LED should glow only when the battery is actually being charged.

The polarity symbols for terminals or leads shall be provided.

Any precautionary warning symbols to be provided towards special requirements for storage and handling.

There will be a Name Plate on the system body which will give:

- a. SECI Logo.
- b. Model Number
- c. Serial Number
- d. Year of manufacture

### **3.6. QUALITY AND WARRANTY:**

- Components and parts used in white LED solar lantern should conform to the latest BIS / international specifications, wherever such specifications are available and applicable. A copy of the test report / certificate stating conformity of BIS / international standards must be submitted.

- The PV module will be warranted for a minimum period of 10 years from the date of supply against all manufacturing defects. The performance warranty of 10 years should be provided.
- The White LEDs and electronics systems will be warranted for a period of at least 5 years from the date of supply.
- The battery should be warranted for a period of at least five years for Li-ion battery.

- **DOCUMENTATION:**

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

- x. About LED lantern - its components and expected performance
- xi. About White LED Lights. The make, model number, country of origin and technical characteristics of LEDs should be stated in the product data sheet.
- xiii. Clear instructions about mounting of PV module.
- xiv. About electronics.
- xv. About charging and significance of indicators.
- xvi. DO's and DONT's.
- xvii. Clear instructions on regular maintenance and troubleshooting of solar home system.
- xviii. Name and address of the person or service centre to be contacted in case of failure or complaint.

### **3.7. TESTING:**

The test report should be submitted complying with the specifications mentioned above for both the models after award of the contract.

In addition to the specifications mentioned, the lantern also should qualify for the drop test aimed at to see any damage if the lantern slides down from the height of 75 cm.

The purchase order will be released after the receipt of qualification reports. The tests should be carried out at MNRE or NABL accredited laboratories or UL, TUV labs.

SECI reserves all the rights to cross check the performance of the lanterns before releasing the purchase order by testing at any labs mentioned above.

SECI also will check the performance on random samples from the supplied lots and will reject the lots for any noncompliance.

### **TECHNICAL BID CHECK LIST**

S. No.	Item	Submitted
1.	Details of the technical specifications proposed by the bidder to provide.  (Should meet the specification explained in the technical details, any deviation is not allowed)	YES /NO
2.	Test Certificates of the LED, battery and solar panel from NABL Accredited Labs conforming the performance and guarantees enclosed.	YES/NO
3.	Details of manufacturing facility of the bidder. (Documentary proof related to manufacturing/ assembly of solar lanterns need to be provided).	YES/NO
4.	Details of testing/Quality assurance facilities available with the bidder.	YES/NO
5.	Previos Experience in lantern manufacturing	YES/NO

# **Section – VII**

## **Forms and Formats**

(NIT NO. – SECI/Cont./Ind./02/2016/Lnt2)

**SOLAR ENERGY CORPORATION OF INDIA LIMITED**



(A Government of India Enterprise)

D – 3, 1<sup>st</sup> floor, Wing A, Religare Building, District Centre, Saket, New Delhi – 17

Tel: 011 – 71989256, 71989264

Appendix 1: (on Bidders' letter head)

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Ref. No. \_\_\_\_\_ Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

\_\_\_\_\_

\_\_\_\_\_

Tel.#: Fax#: E-mail address#

To Solar Energy Corporation of India Limited (A Government of India Enterprise)

D-3, A Wing, 1st Floor District Centre, Saket,

New Delhi-110017

**Subject: Development And Supply Of Low Cost Li-ion (Uni-directional) Solar Lanterns**

Dear Sir,

We, the undersigned, have considered and complied with the "Instructions to Bidders" and have accepted the terms stipulated in the NIT documents. Scope of the work shall include development and supply of low cost Li-ion (Uni-directional) Solar Lanterns including warranty of the battery and other components as per the technical specifications indicated in the tender document. Total Quantity required to be supplied for the given model is approx. 50,000 (Fifty Thousand). We confirm that neither we nor any of our Parent Company / Affiliate/Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid BID.

1. We give our unconditional acceptance to the Bid, dated 15.09.2016 and Bid Documents attached thereto, issued by Solar Energy Corporation of India, as amended. As a token of our acceptance to the Bid Documents, the same have been initialled by us and enclosed to the Bid. We shall ensure that we execute such Bid Documents as per the provisions of the Bid and provisions of such Bid Documents shall be binding on us.

2. Bid Bond

We have enclosed a Bid Bond of Rs 10,00,000 in the form of DD having no.....(Insert DD number) dated.....[Insert date of DD] from .....(Insert name of bank providing Bid Bond) .

3. We have submitted our Price Bid strictly as per Price Bid (Appendix 5) of Section-VII, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India in respect of any matter regarding or arising out of the BID shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

**5. Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Bid Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in Bid have been fully examined and considered while submitting the Bid.

**6. Contact Person**

Details of the contact person are furnished as under:

Name : ..... Designation : .....  
Company : ..... Address : .....  
Phone Nos. : ..... Fax Nos. : .....  
E-mail address : .....

7. We are enclosing herewith the Techno Commercial Bid (Envelope I) and Price Bid (Envelope II) containing duly signed formats, each one duly sealed separately, in one (1) original as desired by you in the Bid for your consideration.

8. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the Bid and subsequent communications from Solar Energy Corporation of India Limited.

9. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the Bid and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

10. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 90 days from the date of opening of Techno-Commercial bid.

12. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,  
Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/Board Resolution is issued.

## Appendix 2: Details of Bidder (on Bidders' Letter head)

---

1. General
  - a. Name of Company:
  - b. Country of incorporation:
  - c. Address of the corporate headquarters and its branch office(s), if any, in India:
  - d. Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Company:
  - a. Name:
  - b. Designation
  - c. Company:
  - d. Address:
  - e. Telephone Number:
  - f. E-Mail Address:
  - g. Fax Number:
  
4. Particulars of the Authorised Signatory of the Bidder:
  - a. Name:
  - b. Designation:
  - c. Address:
  - d. Phone Number:
  - e. Fax Number:



**VOID**

#### Appendix 4

### PERFORMANCE SECURITY FORMAT

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

**Bank Guarantee No. : .....**

**Date.....**

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D-3, A Wing, 1st Floor

District Centre, Saket, New Delhi-110017

Dear Sirs,

In consideration of the .....[Solar Energy Corporation of India].....(hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[Supplier's Name] .....with its Registered/Head Office at .....(hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Notification of Award No. ....dated.....and the same having been unequivocally accepted by the Supplier, resulting into a Contract bearing No.....dated.....valued at .....for .....and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to (Rupees) (\*).....to the Purchaser.

We.....[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Supplier to the extent of .....(\*).....as aforesaid at any time upto.....(@).....[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Purchaser and further agrees that the Guarantee herein contained shall be enforceable as per the provisions of the Bid document including all amendments thereto.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser.

The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to .....(\*).....and it shall remain in force upto and including.....(@).....and shall be extended from time to time for such period, as may be desired by M/s.....[ Supplier's Name].....on whose behalf this Guarantee has been given.

Dated this.....day of  
.....20.....at.....

Witness:

.....  
(Signature).....  
(Signature)

.....  
(Name).....  
(Name)

..... (Designation with Bank Stamp).....  
(Official Address)

Attorney as per Power of Attorney

No.....

Dated.....

Notes:

i. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where Bank Guarantee is issued or the State of India from where BG shall be operated, whichever is higher.

2. (\*) The amount shall be as specified in the Bid documents.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@)The Bank Guarantee shall be from a Bank as per the Scheduled list of SCC section.

Appendix 5: Performa for Financial Proposal (on Bidders' Letter head)

Date:--/--/----

To,  
**GM (C&P)**  
**Solar Energy Corporation of India Limited**  
**1st Floor, D-3, A Wing, Religare Building**  
**District Centre, Saket, New Delhi - 110017**

**Sub:** Submission of the Financial Proposal (NIT No. SECI/Cont./Ind./02/2016/Lnt2) for development and supply of low cost Solar Lanterns (Li-ion- Uni directional)

Sir,

I, \_\_\_\_\_, present the financial proposal for the development and supply of low cost Solar Lanterns (Li-ion- Uni directional) in response to NIT document No. SECI/Cont./Ind./02/2016/Lnt2 dated \_\_\_\_\_, confirming that:

- I agree to all the terms and conditions set forth in this NIT document. If awarded the Project, the implementation of the Project shall also conform to the terms and conditions, as well as specifications indicated in the NIT documents and as finally indicated by the Evaluation Committee.
- Rates quoted in this Bid is FOR destination prices inclusive of all taxes (unless stated otherwise), levies, duties, packing, forwarding, freight, insurance, loading, unloading, supply, installation, commissioning, and any/all charges for successful Engineering, Design, Operation and Maintenance of Supply & Installation of the Solar Lanterns. The break-up of taxes considered are also furnished in price bid.
- Under any circumstances, escalation in the prices quoted against various items of this NIT Document shall not be entertained. The details quoted herein stands valid for at least six months from the date of opening of Bid.

## PRICE BID

**(Uni-Directional) Solar Lanterns using Type of Battery (Lithium Ion)**  
**(Bidders have to upload Price-Bid excel sheet provided on TCIL portal)**

S.No	Item Description	Proposed quantity of Solar Lanterns	Price for each unit			
			Price per unit quantity of Solar Lanterns Ex works Price (Rs.)	Ex works price for propped quantity (Rs.)	Applicable Taxes & duties {such as CST,VAT & Service Tax etc. }	Total Price (4+5)
<b>A</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4 =2*3</b>	<b>5</b>	<b>6=4+5</b>
1	Design, Manufacture / Fabrication, Supply and Transportation of Solar Lantern Model (Unidirectional) with Lithium Ion Battery with incidental services as per tender specification.	<b>50000</b>				
	<b>Sub Total - A</b>					
<b>B</b>						
2	Inland transportation including loading, unloading and transfer to Site, insurance and other costs incidental to delivery (Rs.) including all Taxes & Duties.	<b>do</b>			_____	

3	Cost of Testing, Installation and Commissioning of SSLS Systems inclusive of all Taxes & Duties.	<b>do</b>				
	<b>Sub Total - B</b>					
	<b>GRAND TOTAL (A+B)</b>					

**Note:**

1 Price indicated for Sl.No. 1 (System Price) includes price for the quantities indicated in the Price Bid includes solar photovoltaic (SPV) module, a luminaire, storage battery, control electronics, inter-connecting wires/cables, module mounting pole including Single fixture along with the mounting arrangement and the solar panel the integrated solar street light can be installed directly out of the box, Civil & Structure Works, etc. as required as per the Tender Documents.

2 In case of discrepancy between unit price and total price, the unit price will prevail.

3 If there is a discrepancy between words and figures, the amount written in words will prevail.

4 Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.

5. All applicable taxes & duties (other than excise duty) shall be indicated in No 5. All identified taxes and duties shall be considered for evaluation of Bid Price. These Taxes & duties shall be reimbursed at actuals against documentary evidence

**Signature of Authorised Signatory**

**Name**

**Designation**

**(Common Seal)**



Appendix 6: Details of qualified technical staff (On bidders' Letter head)

---

**NA**



Appendix 7: Declaration of Compliance (On bidders' Letter head)

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Date:--/--/----

To,  
**GM (C&P)**  
**Solar Energy Corporation of India Limited**  
**1st Floor, D-3, A Wing, Religare Building**  
**District Centre, Saket, New Delhi - 110017**

**Sub:** Declaration of Compliance (NIT No. SECI/Cont./Ind./02/2016/Lnt2) for development and supply of low cost Solar Lanterns (Li-ion, Uni directional)

Dear Sir,

This is to certify that I, \_\_\_\_\_, am the duly authorized signatory appointed on behalf of my organization to submit this Bid. The Power of Attorney along with Board Resolution is attached herewith.

I agree to all the terms and conditions set forth in this NIT Document.

If awarded the job, the job work shall also conform to the terms and conditions, as well as specifications indicated in the NIT documents and as finally indicated by the Evaluation Committee.

I further certify that all the information provided in this document is accurate to the best of my knowledge.

**Signature:**

**Name:**

**Address:**

**Designation:**

**Organization:**

**Phone:**

**Email:**

Appendix 8: No Deviation Certificate (On bidders' Letter head)

Date: \_\_\_\_\_

To

**GM (C&P)**

**Solar Energy Corporation of India Limited**

**1st Floor, D-3, A Wing, Religare Building**

**District Centre, Saket, New Delhi - 110017**

**Sub:** No Deviation Certificate (NIT No. SECI/Cont./Ind./02/2016/Lnt2) for development and supply of low cost Solar Lanterns (Li-ion, Uni directional)

Dear Sir,

We, \_\_\_\_\_ (Bidder's name), confirm our acceptance to all terms and conditions mentioned in the NIT Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

\_\_\_\_\_  
SEAL AND SIGNATURE OF BIDDER

Date: \_\_\_\_\_

#### Appendix 9: Declaration on Bidder's relation to Directors (On bidders' Letter head)

This has reference to our proposed bid/ Contract regarding development and supply of low cost Solar Lanterns (Li-ion, Uni directional)

We certify that to the best of my/our knowledge;

- I am not a relative of any Director of MNRE and SECI ;
- We are not a firm in which a Director of MNRE and SECI or its relative is a partner;
- I am not a partner in a firm in which a Director of MNRE and SECI, or its relative is a partner;
- We are not a private company in which a Director of MNRE and SECI is a member or director;
- We are not a company in which Directors of MNRE and SECI hold more than 2% of the paid-up share capital of our company or vice-versa.

---

Authorised Signatory of the Contracting Party

Place:

Date:

Appendix 10: Execution Timeline (on Bidders' letter head) DETAILED PROJECT SCHEDULE

*\* Bidder shall enclose Gantt chart / PERT chart for the schedule of activities*

**NOTE:** The Bidder shall ensure that the entire work is completed within 90 days of issue of LOA.

SIGNATURE OF BIDDER

NAME

DESIGNATION

COMPANY SEAL

DATE

## Appendix 11: Performa of acknowledgement letter for receipt of NIT Documents

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*Not Required as NIT document can be downloaded from TCIL's website*

Appendix 12(b): Format for Performance Bank Guarantee for Performance Security.

**PERFORMANCE SECURITY FORMAT**

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

**Bank Guarantee No. : .....**

**Date.....**

To

Solar Energy Corporation of India Limited

(A Government of India Enterprise)

D-3, A Wing, 1st Floor

District Centre, Saket, New Delhi-110017

Dear Sirs,

In consideration of the .....[Solar Energy Corporation of India].....(hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[Supplier's Name] .....with its Registered/Head Office at .....(hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Purchaser's Notification of Award No. ....dated.....and the same having been unequivocally accepted by the Supplier, resulting into a Contract bearing No.....dated.....valued at .....for .....and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to (Rupees) (\*).....to the Purchaser.

We.....[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Supplier to the extent of .....(\*).....as aforesaid at any time upto.....(@).....[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Supplier. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Purchaser and further agrees that the Guarantee herein contained shall be enforceable as per the provisions of the Bid document including all amendments thereto.

The Purchaser shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Supplier's liabilities.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to .....(\*).....and it shall remain in force upto and including.....(@).....and shall be extended from time to time for such period, as may be desired by M/s.....[ Supplier's Name].....on whose behalf this Guarantee has been given.

Dated ..... this.....day ..... of .....20.....at.....

Witness:

.....  
(Signature).....  
(Signature)

.....  
(Name).....  
(Name)

..... (Designation with Bank Stamp).....  
(Official Address)

Attorney as per Power of Attorney

No.....

Dated.....

Notes:

The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf for BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where Bank Guarantee is issued or the State of India from where BG shall be operated, whichever is higher.

2. (\*) The amount shall be as specified in the Bid documents.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@)The Bank Guarantee shall be from a Bank as per provisions of SCC Scheduled List of Banks of the Bid Documents including all Amendments thereto.

**NA**



## Appendix 12(d): Format of Bank Guarantee for Mobilization Advance

This deed of Guarantee made on.....day of Month & Year on Name & Address of the bank (hereinafter called the 'GUARANTOR') on the one part, on behalf of M/s Name & address of the Bidder (hereinafter called the 'Supplier') in favour of Solar Energy Corporation of India Limited (A Government of India Enterprise) D-3,A Wing,1st Floor District Centre, Saket, New Delhi-110017 (hereinafter called 'Purchaser') on the other part, on the following terms and conditions.

Whereas the Supplier' has agreed for the Name & quantity of the Work against Work order issued by Purchaser bearing No. ....Dated.....amounting to Rs...And whereas in pursuance of the term of agreement No.....between Purchaser and the Supplier, Purchaser having agreed to pay advance of Rs...against bank guarantee, this guarantee is being made for the purpose release of mobilization advance.

Know all people by these presents that the GUARANTOR, hereby undertake to indemnify and keep Purchaser indemnified up to the extent of Rs.....during the validity of this bank guarantee and authorize Purchaser to recover the same directly from the GUARANTOR. This bank guarantee herein contained shall remain in full force and effect till the expiry of its validity or till any extended period (if extended by the bank on receiving instructions from FIRM). The liability under the guarantee shall be binding on the GUARANTOR or its successors.

Whereas the GUARANTOR further agrees that their liability under this guarantee shall not be affected by any reason of any change in the offer or its terms and conditions between the Supplier and Purchaser with or without the consent or knowledge of the GUARANTOR.

Whereas the GUARANTOR hereby agrees not to revoke this guarantee bond during its currency period except with the previous consent of Purchaser in writing.

Notwithstanding anything contained herein-

- 1 Our liability under this bank guarantee shall not exceed Rs.....
- 2 This Bank guarantee shall be valid up to .....
- 3 We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only against the written claim or demand on or before.....

Sealed with the common seal of the bank on this.....day of Month and Year

(Signature and seal of the bank)

Witness

1.....

2.....

## Appendix12 (e): Bank Guarantee Verification

CHECKLIST	Yes	No
Does the bank guarantee Compare verbatim with Standard SECI Performa for BG	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Has the executing Officer Of BG indicated his name Designation & power of Attorney No./signing power Number etc. on BG.	<input type="checkbox"/>	<input type="checkbox"/>
Is each page of BG duly signed/initialled by the executant, and last page is signed will full particulars and under the seal of the Bank.	<input type="checkbox"/>	<input type="checkbox"/>
Does the last page of the BG carry the signatures of two witnesses alongside the signatures of the executing Bank Manager?	<input type="checkbox"/>	<input type="checkbox"/>
Is the BG on non-judicial stamp Paper of appropriate value.	<input type="checkbox"/>	<input type="checkbox"/>
Is the date of sale of non- judicial stamp paper shown on the BG and the stamp paper is issued not more than six months prior to the date of execution of BG.	<input type="checkbox"/>	<input type="checkbox"/>
Are the factual details such As Bid Specification No., LOA No., contract price, Etc. correct.	<input type="checkbox"/>	<input type="checkbox"/>
Whether overwriting/cutting of any on the BG authenticated under signature & seal of Executant.	<input type="checkbox"/>	<input type="checkbox"/>
Is the amount and validity of BG in line with terms of the NIT?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Bank Guarantee Issued from a Bank's Branch located outside India	<input type="checkbox"/>	<input type="checkbox"/>
If the response to VI. a) Above is yes, has the Bank Guarantee been routed through the correspondent branch in India for due verification of the signature(s) of the executant(s)?	<input type="checkbox"/>	<input type="checkbox"/>
Whether the BG has been issued by a Bank as per relevant provisions of the bidding documents.	<input type="checkbox"/>	<input type="checkbox"/>

**Note:** Bidder / Supplier / Associate / Collaborator is required to fill up this from and enclose along with the Bank Guarantee.

## Appendix 13: Terms of Payment

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In accordance with the provisions of Clause 14 of SCC: Terms of Payment.

## Appendix 14: Contract Agreement

This agreement is made at New Delhi, the -----day of -----in the year Two thousand --  
----- between ----- (herein after referred to as "The Supplier"  
which expression shall unless excluded by or repugnant to the contract include its successors or permitted  
assigns) of the one part and the SECI having their Head Office at ----- which expression shall  
unless excluded by or repugnant to the context include its successors or assigns) of the other part.

WHEREAS the aforesaid SECI has accepted the tender of the aforesaid Supplier for -----  
----- as per SECI's LOA No.-----

-----hereinafter called "**the Works**" and more particularly described enumerated or referred to in  
the specification, terms and conditions prescribed in the LOA which for the purpose of identification have  
been signed by ----- on behalf of the Supplier and by -----on behalf of  
SECI a list whereof is made out in the Schedule hereunder written and all of which said documents are  
deemed to form part of this contract and included in the expression "**the Works**" wherever herein used,  
upon the terms and subject to the conditions hereinafter mentioned.

AND WHEREAS SECI has accepted the tender of the Supplier for the said works for the sum of Rs. ----  
----- (Rupees :-----) upon the terms and subject to the  
conditions herein mentioned.

### **NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT:--**

(a) The Supplier shall do and perform all works and things in this contract mentioned and described  
or which are implied therein or therefrom respectively or are reasonably necessary for the completion of  
the works as mentioned and at the times, in the manner and subject to the terms, conditions and  
stipulations contained in this contract, and in consideration of the due provision, executions,  
construction and completion of the works agreed to by the supplier as aforesaid, SECI do thereby  
covenant with the Supplier to pay all the sums of money as and when they become due and payable to  
the Supplier under the provisions of the contract. Such payments to be made at such times and in such  
manner as is provided by the contract.

(b) The conditions and covenants stipulated herein before in this contract are subject to and without  
prejudice to the rights of the SECI to enforce penalty for delays and / or any other rights whatsoever  
including the right to reject and cancel on default or breach by the Supplier of the conditions and  
the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing,  
etc., attached with SECI's LOA No. -----.

The contract value, extent of supply delivery dates, specifications, and other relevant matters may be  
altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to  
affect or alter other terms and conditions of the contract and the general conditions and the contract so  
altered or revised shall be and shall always be deemed to have been subject to and without prejudice to  
said stipulation.

## SCHEDULE

List of documents forming part of the contract:

1.

2.

3

In witness whereof the parties hereto have set their hands and seals this day and month year first above written.

1. Signed, Sealed and delivered by:

(Signature with Name, Designation & official seal)

for and on behalf of M/s.\_\_\_\_ [*Inset Name of Supplier*]

In the presence of name, Full Address & Signatures. :

i) -----

ii) -----

2. Signed, Sealed and Delivered by:

(Signature with Name, Designation & official seal)

For and on behalf of SECI, New Delhi.

In the presence of Name, Full Address & Signature:

i) -----

ii) -----

**POWER OF ATTORNEY**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

**(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Development And Supply Of Low Cost Li-Ion (Uni-Directional) Solar Lantern as per Bid specification in response to the NIT No ..... dated ..... issued by Solar Energy Corporation of India (Purchaser), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Purchaser may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India, New Delhi and providing information / responses to Purchaser, New Delhi representing us in all matters before Purchaser, New Delhi and generally dealing with Purchaser, New Delhi in all matters in connection without Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

**Signed by the within named**

..... (Insert the name of the executant company)

**through the hand of**

**Mr. ....**

**duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**

.....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

**Signature and stamp of Notary of the place of execution**

**Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....**

**WITNESS**

**1. ....  
(Signature)**

**Name.....**

**Designation .....**

**2. ....  
(Signature)**

**Name.....**

**Designation .....**

**Notes:**

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

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Appendix 16: Model Format for certification of satisfactory operation (on Owners' letter head):

Date:

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that the (solar lanterns detail capacity and location) was supplied on (Date of complete supply lot of lanterns) by (Bidder Details) against the LOA/ WO No. (Details of LOA/ WO with complete scope).

The solar lanterns are under operation since the date of completion of the project (supply of all solar lanterns) and have been working satisfactorily as per the estimated output.

Regards,