

SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Invites Bids

FOR MANUFACTURING AND SUPPLY OF 5 LAKH SOLAR URJA LAMP (SoUL) KITS



BID No: SECI/C&P/IITB/SoUL/102016

Dated: 27/10/2016



SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

Bid No: SECI/C&P/IITB/SoUL/102016

Date: 04-11-2016

On behalf of Indian Institute of Technology, Bombay (IIT-B), Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites bids vide no. SECI/C&P/IITB/SoUL/102016 dated 27/10/2016 and qualified against the eligibility criteria.

Bidders should submit their bid proposal along with all supporting documents complete in all aspect on or before the last date of bid submission as per the NIT on TCIL website in the prescribed format.

Techno-commercial bids shall be opened on the date as per the NIT on TCIL website. Bid proposals received without the prescribed processing fee and Bid Bond will be rejected. In the event of any date indicated above is a declared holiday, the next working day shall become operative for the respective purpose mentioned herein. Bid documents which include various conditions of contract, formats, etc can be downloaded from www.tcil-india-electronictender.com and seci.gov.in.

Any amendment(s)/corrigendum/Clarifications with respect to this Bid shall be uploaded on SECI website only. The Bidders should keep themselves updated for any Amendment/Corrigendum/Clarification on the above website(s). The same shall be uploaded on the website of IIT Bombay (<http://www.iitb.ac.in/en/tenders>) for the ready reference of the bidders.

DISCLAMIER:

1. Though adequate care has been taken while preparing the Bid document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of Bid document, it shall be considered that the Bid document is complete in all respects.
2. Solar Energy Corporation of India Ltd. (SECI) reserves the right to modify, amend or supplement this Bid document.
3. While this Bid document has been prepared in good faith, neither SECI nor their 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 this Bid document, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

Document Description	Tender Document for “MANUFACTURING AND SUPPLY OF 5 LAKH SOLAR URJA LAMP (SoUL) KITS”
Bid No. & Date	SECI/C&P/IITB/SoUL/102016 Dated:27/10/2016
Pre-bid Conference/ Clarification Meeting	15/11/2016. Only one person from the bidding company is allowed to attend the same.
Last date & Time of Submission of Response of RFS	01/12/2016
Price Bid Opening	As per NIT on TCIL website
Processing Fee (non- refundable)	Rs. 17,000/- (Rupees Seventeen Thousand only) inclusive of Service tax @15% to be furnished through Demand Draft (DD) drawn in favour of “Solar Energy Corporation of India Limited”, payable at New Delhi along with Bid.
BID BOND	Bidder has to furnish the Bank guarantee as per the prescribed Format-4 drawn in favour of “Solar Energy Corporation of India Limited”, payable at New Delhi along with Bid for the amount of Rs. 9,00,000/- (Rupees Nine Lakhs Only) . Please refer ITB Clause 8 of Section –II for further details.
Performance Security in the form of PBG	BG Amount of Rs. 2,75,00,000/- (Rupees Two Crores and Seventy Five Lakhs only) shall be furnished within 21 days of the receipt of Letter of Award of Work from SECI. Please refer GCC Clause 5 of Section –III.
Name, Designation, Address and other details (For Submission of Response to RFS)	Sh. Sanjay Sharma General Manager (Contracts & Procurement) Solar Energy Corporation of India Ltd. D-3, A Wing, 1 st Floor, A-Wing Religare Building, District Centre, Saket, New Delhi-110017

Important Note:

Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the Bid document through the website www.seci.gov.in and tcil-india-electronictender.com and <http://www.iitb.ac.in/en/tenders>.

No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually.

All the information related to this Bid document shall be updated in SECI website www.seci.gov.in .

SECTION-I: DEFINITIONS & INTERPRETATION

SECTION-I: DEFINITIONS & ABBREVIATIONS

1.0. Definitions

In the “Bid / Tender / Contract Document” as herein defined where the context so admits, the following words and expression will have the following meaning:

- 1.1. **“Authorised signatory”** shall mean a person in whose name Power of Attorney (PoA) has been executed with board resolution. In that case board resolution and PoA shall be submitted in favour of authorised signatory by the bidding company
- 1.2. **“Bid”** shall mean the Techno-commercial and Price Bid submitted by the Bidding Company / Bidder / Tenderer along with all documents/credentials/attachments, formats, etc., in response to this Bid Document, in accordance with the terms and conditions thereof.
- 1.3. **“Bidder”** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require. Limited Liability Partnerships and Proprietorship Firms are also considered as Bidders under this tender.
- 1.4. **“Bidding Company”** shall refer to such single Company that has submitted the bid in accordance with the provisions of this bid document.
- 1.5. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in Bid information sheet, Page No: 4 of this Bid document including all amendments thereto ;
- 1.6. **“Bid Document”** shall mean all Definitions, Sections, Formats & Annexures etc. as provided in the Bid No SECI/C&P/IITB/SoUL/102016 dated 27/10/2016 including all amendments/clarifications thereof.
- 1.7. **“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.
- 1.8. **“Company”** shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act 2013, as applicable.
- 1.9. **“Competent Authority”** shall mean Managing Director (MD) of Solar Energy Corporation of India himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
- 1.10. **“Contract”** means the Letter of Award (LoA) issued by SECI to the Successful Bidder in response to their bid including all the attachments and appendices thereto and all documents incorporated by reference therein;

- 1.11. **"Contract Price / Contract Value"** shall mean the sum calculated in accordance with the prices accepted in Bid and / or the Contract rates as payable to the Successful Bidder for the entire execution and full completion of the Work.
- 1.12. **"Day"** means calendar day;
- 1.13. **"SECI"** shall mean Solar Energy Corporation of India Ltd., New Delhi (A Govt. of India Enterprise) under the administrative control of MNRE;
- 1.14. **"Officer-in-Charge"** shall mean the person designated from time to time by SECI and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract;
- 1.15. **"GCC"** means the General Conditions of Contract contained in this section;
- 1.16. **"Goods"** means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- 1.17. **"The Government"** means the Government of India.
- 1.18. **"MNRE"** shall mean Ministry of New and Renewable Energy, Government of India.
- 1.19. **"Parent"** shall mean a Company, which holds not less than 51% equity either directly or indirectly in the Bidder.
- 1.20. **"Price Bid"** shall mean Envelope II of the Bid, containing the Bidder's Quoted Price Bid as per the Section-IV of this BID;
- 1.21. **"Receivables"** shall mean the amount payable to the Successful Bidder as per the Contract.
- 1.22. **"SECI"** shall mean Solar Energy Corporation of India Ltd.
- 1.23. **"Solar Lantern" or "Solar Lamp"**: A solar photovoltaic (SPV) lantern or lamp (Solar lantern or lamp) 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.
- 1.24. **"Successful Bidder(s)"** shall mean the Bidder(s) selected by SECI pursuant to this Bid.
- 1.25. **"Work or Services"** shall mean all responsibilities of a Successful Bidder as covered in this tender.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. 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.
5. The table of contents and any headings or sub headings in the contract has been inserted for reference only & shall not affect the interpretation of this agreement.

SECTION-II: INFORMATION & INSTRUCTIONS TO BIDDERS (ITB)

SECTION-II: INFORMATION & INSTRUCTIONS TO BIDDERS (ITB)

1.0 General Information:

This project's (Million Soul Program –Phase II- Localization of Solar Energy through Local Assembly, Sale and Usage of Solar Urja Lamps (SoUL)) main objective is to provide high-quality, affordable clean light to school going students across several states in India. IIT Bombay is partnering with remote rural organizations across several states in India to provide Solar Urja Lamps (SoUL) for school children to enhance their daily night studies, exams preparation, home work and other educational programs. There is a need for "localization" of solar energy, wherein SoUL are assembled by local people, used by local people and serviced by local people.

In this project, students/locals will receive the Solar Urja Lamp (SoUL); which delivers bright soothing light by combining high-output Light Emitting Diode (LED) with high performance crystalline silicon solar panel. This results in a highly efficient unit that draws only 1 watt, yet delivers 150 lux at over 18"height from the LED. The amount of light consumed by the child during the whole year is just 1 unit. The lamp height and flexible angle allows you to obtain maximum comfort while using the SoUL. The lamp is corrosion resistant and light weight to be used for multipurpose activities. The SoUL has a battery back-up of minimum 6 hours on full charging by a solar panel. The specifications and design of the lamp as provided by IITB, are enclosed at Annexure-III.

The purchase of up to 5 lakh SoUL kits (components of SoUL in disassembled form) from vendors may be done throughout the Project duration of two years, as per project requirements. This tender is for selection of vendors as rate contract for supply of SoUL kits. A brief summary of the bidding process is brought out as follows:

S. No.	Features	Details
1.	Total quantity of SoUL kits to be supplied	5,00,000 (Five lakh units)
2.	Item Description	Manufacture and supply of 5 lakh units of Solar Urja Lamp (SoUL) Kits
3.	Selection of Trader	Two Bid System Tender should be submitted on the schedule with your covering letter in the enclosed form duly signed. Your quotation must be submitted in two envelopes Technical Bid and Commercial Bid super scribing on both the envelopes the tender no. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and

		duly superscripted with our Tender No. & Due Date
4.	Technical Clarification to be sought from	Name: Prof. C.S. Solanki Dept: Dept. of Energy Sci. &Engg., IIT Bombay Email: chetanss@iitb.ac.in or millionsoul.iitbombay@gmail.com Contact No: 022-2576 7895 / 022-25764847

1.1 General Scope of Work:

On behalf of Indian Institute of Technology, Bombay, sealed Tenders are invited by Solar Energy Corporation of India Limited for manufacture and supply of Solar Urja Lamp Kits. Following is the broad scope of work of the selected bidder:

- Procurement or manufacturing of SoUL components as per technical design and specifications provided by IITB mentioned in the tender document (Annexure-3).
- Testing of SoUL kit components, as per technical specifications mentioned in the tender.
- Liaison with IIT Bombay staff for inspection at the work site of lamp components.
- Packaging and labeling of SoUL kits as per IIT Bombay's requirement.
- Delivery of SoUL kits to the specified locations across India as and when mentioned in order/shipment schedule placed by IIT Bombay.
- Provide proportionate spare components for repair and maintenance along with the order of SoUL kit supply in a separate packing.
- Carry out replacement of faulty SoUL kit components during warranty period in liaison with IIT Bombay.
- Complete the delivery of kits/spares/replacements within specified time period.
- Provide prototype of five SoUL kits (assembled) and five SoUL kits (disassembled form) to SECI/IITB
- Inspect the assembly process at the various assembly locations and suggest and facilitate improvements in the assembly process if any.
- Inspect the R&M process at the concerned project blocks and suggest and facilitate improvements in the R&M process if any.
- Improve the quality of process and components as suggested by IITB during the course of the contract period.

- 1.2 The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Bid document must be furnished by the Bidders. Failure to provide the information and / or documents as required may render the submitted Bid as commercially unacceptable.
- 1.3 The Bidder shall be deemed to have examined the Bid document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified in the document at the offered rate and to have satisfied himself to the sufficiency of his Bid. The bidder shall be deemed to know the scope, nature and magnitude of the work, manpower involved, salary structures and as to what all works he has to complete in accordance with the Bid documents irrespective of any defects, omissions or errors that may be found in the Bid documents.

2. Cost of Bidding:

- 2.1. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and SECI, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.

3. Eligibility Criteria:

3.1. Technical Eligibility criteria

To be eligible for technical qualification, a Bidder shall submit the following documents duly notarised:

- i. Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013, Limited Liability Partnerships, Proprietorship Firms are eligible for the tender. The bidder should have been operational for last three years in India. The bidder shall submit the Certificate of Incorporation in this regard.
- ii. The organization should have produced and sold more than 10,000 solar LED lamps//kits in last three years- Copy of Purchase Order and Material Receipt certificates/Work completion certificates are required to be submitted in this regard.
- iii. Joint Ventures and Consortiums are not allowed to bid in the tender.

3.2. Financial Eligibility criteria

- i) The Bidder should have a minimum annual turnover of Rs. 2 Crore or above for any of the last three financial years, i.e. 2013-14, 2014-15 and 2015-16. In case the bidder is unable to meet the criteria as above on its own, the turnover of the bidder's parent company can be considered for meeting the eligibility criteria as above. In such case, a Board Resolution of the Parent Company in this regard/comfort letter from CEO of the Parent Company shall be required to be submitted by the bidder, which specifies that in case the bidder requires any

financial support or otherwise, the Parent Company shall support the bidder for meeting out the obligations under this tender for its validity period.

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other Bid.

- ii) A Company would be required to submit annual audited accounts for any of the last three financial years viz. 2013-14, 2014-15 and 2015-16, along with a turnover certificate from a Chartered Accountant to demonstrate fulfilment of the criteria, along with a certified copy of Balance Sheet, Profit & Loss Account, Schedules and cash flow statements supported with bank statements A copy of Return filed by the Bidder and duly acknowledged ROC for registering the shareholding and its terms & conditions must also be submitted at the time of submission of bid.

4. Contents of the Bid Document

- 4.1. Bidding procedures and contract terms are prescribed in the Bid documents. In addition to the Definition and Interpretation, the Bid document includes:
 - a. Information & Instruction to Bidders (ITB) ;
 - b. General Conditions of Contract (GCC) ;
 - c. Evaluation of bids
 - d. Formats -1 to Formats -5;
 - e. Annexure -1 to Annexure-3
- 4.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid document. Failure to furnish all information as required in the Bid document or submission of a Bid not substantially responsive to the Bid documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.

5. Clarification of Bid Documents

- 5.1. A prospective Bidder requiring any clarification on the Bid documents may notify SECI in writing/Fax/Email at SECI's mailing address indicated in the ITB Clause 11.1 d (iv), which it receives not later than 3 days after the Pre-Bid meeting. SECI may choose not to respond or give any clarification. If SECI chooses to respond, it will be given by uploading on www.seci.gov.in and the TCIL website. The clarification given shall become a part of the Bid conditions. In addition, it will be an option for SECI to send a written communication of all clarifications to the Bid.

If SECI chooses to do so 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 the Bidders. Any clarification or response given except as mentioned above or by any person other than the person authorised by SECI for the purpose shall not be valid.

- 5.2. The purpose of the pre-bid meeting will be to clarify any issues regarding the Bid including in particular, issues raised in writing and submitted by the Bidders.
- 5.3. SECI is however not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

6. Amendment of Bid Documents

- 6.1. At any time prior to the deadline for submission of Bids, SECI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid document by issuing clarification(s) and/or amendment(s).
- 6.2. The clarification(s) / amendment(s) (if any) will be notified on **www.seci.gov.in** and **www.tcil-india-electronictender.com** at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.
- 6.3. SECI will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the websites for any such amendment before submitting their Bid.
- 6.4. In case any amendment is notified after submission of the Bid (prior to the opening of Price Bid) bids received by SECI shall be returned to the concerned Bidders through registered post or courier and it will be for the Bidders to submit fresh Bids as per the date notified by SECI for the purpose.
- 6.5. All the notices, amendments, modifications, clarifications related to this Bid which are required to be publicized shall be uploaded on **www.seci.gov.in** and **www.tcil-india-electronictender.com** and bidders are required to keep themselves updated on the same.

7. Instructions to Bidders for structuring of bid proposals to be submitted by the bidders

- 7.1. The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS.
- 7.2. Detail Instructions are to be followed by the bidders for online submission of bids as stated at Annexure– 2.

Submission of bid proposals by Bidders shall be in the manner as prescribed as follows:

- i. Covering Letter as per Format-1.
- ii. Power of Attorney in favour of the Authorized Signatory on behalf of the Bidder shall be provided in original as per format attached hereto as Format-2.
- iii. Earnest Money Deposit (EMD) in the form as per Format-3 A.
- iv. Performance Guarantee (to be submitted before signing of PPA as specified) in the form as per Format-3 B.
- v. Board Resolutions, as per prescribed formats enclosed as Format-4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

Board Resolution from the Bidding Company committing one hundred percent (100%) of the turnover requirement for the bid / Board Resolutions from the Parent Company committing to one hundred percent (100%) of turnover requirement for the bid (as applicable).

vi. **Attachments:**

- a. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to manufacture of solar lamps.
- b. Certificate of Incorporation/Registration of Bidder as applicable.
- c. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any), duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within one week prior to the last date of bid submission.
- d. Documents containing information about the Promoters and their shareholding in the Company (as on a date within one week prior to the last date of bid submission) indicating the controlling shareholding at the stage of submission of bids. SECI reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that bid conditions have been complied with and the bidder will ensure submission of the same within the required time lines.
- e. Certified copies of annual audited accounts for any of the last three financial years, i.e. FY 2013-14, 2014-15 and 2015-16 as applicable, along with certified copy of Balance sheet, Profit & Loss account, Schedules and cash flow statement supported with bank statement (if available).
- f. Sample submission: Along with the above mentioned documents, each bidder is required to submit 10 prototypes (consisting of 5 assembled and 5 un-assembled SoUL kits). The sample shall contain documentation pertaining to the following:
 - (1) Solar module specifications
 - (2) LED specifications
 - (3) Battery specifications

- (4) Solar lamp output specifications (LUX level at various points within 45 cm diameter)
- (5) Product catalogues and any other details related to kits.

8. Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. The Bidders shall be shortlisted based on the declarations made by them in relevant provisions of bid. The documents submitted online will be verified before issuance of Letter of Award.
- c. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its submitted bid, in any manner whatsoever, SECI reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- d. Bids submitted by the Bidder shall become the property of the SECI and IIT Bombay and SECI or IIT Bombay shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 10 of ITB.
- e. All documents of the bid response and all other documents uploaded on TCIL portal as part of this bid submitted online must be digitally signed by the person authorized by the Board as per Format 3.
- f. The bids shall be submitted as mentioned in Clause 7 above. No change or supplemental information to a bid will be accepted after the scheduled date and time of submission of bids. However, SECI reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the bids.
- g. The bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the **relevant Bid-part** is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- h. All the information should be submitted in English language only.
- i. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- j. Bids that are incomplete, which do not substantially meet the requirements prescribed in this bid document, will be liable for rejection by SECI.

- k. Bid responses not submitted in the specified formats will be liable for rejection by SECI.
- l. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- m. Non submission and/or submission of incomplete data/ information required under the provisions of the bid shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- n. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this bid.

9. Non-responsive Bid

The electronic bid submitted by the bidder along with the documents submitted offline to SECI shall be scrutinized to establish "Responsiveness of the bid". Each bidder's bid shall be checked for compliance with the submission requirements set forth in this tender.

Any of the following conditions shall cause the Bid to be "Non-responsive":

- a. Non submission of processing fee/Bid Bond as mentioned in the Bid Information Sheet.
- b. Bid response not received by the due date and time of bid submission;
- c. Non submission of correct, valid and operative Pass-Phrase to decrypt either the Technical Bid Part or Financial Bid Part offline before due date and time of submission of bid;
- d. Non submission of the original documents and samples of solar lamps as mentioned at Clause 7 of ITB by due date and time of bid submission;
- e. Any indication of price offered in any part of the bid response, other than in the financial bid.
- f. Data filled in the Electronic form of financial bid (Second envelope), not in line with the instructions mentioned in the same electronic form.
- g. In case it is found that the Bidding Company including Ultimate Parent Company / Parent Company/ Affiliate / Group Companies have submitted more than one bid response, then all these bids submitted shall be treated as non-responsive and rejected.

10. Method of Submission of bid response by the bidder

A. Documents to be submitted Offline (in Original)

The bidder has to submit the documents in original as part of bid response to the address mentioned in Bid Information Sheet before the due date and time of bid submission.

Bidding Envelope: Super scribed as “**Bidding Envelope containing Covering Envelope, Pass Phrase Envelope -1 & Pass Phrase Envelope - 2**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom must contain the following:

- i) **Covering Envelope:** Super scribed as “**Covering Envelope Containing Processing Fee, Bid Bond, Covering Letter, Power of Attorney, Board Resolution**” must contain the following:
 - DD/Pay order towards Processing Fee as mentioned in Bid Information Sheet.
 - Bid Bond in the form of Bank Guarantee as mentioned in the Bid Information Sheet (as per Format 2A).
 - Covering Letter as per Format-1,
 - Power of Attorney as per Format-2,
 - Board Resolution as per Format-3
- ii) **Pass-Phrase Envelope-1:** Containing Pass Phrase for Technical Bid duly stamped and signed by the authorized signatory in sealed envelope
- iii) **Pass-Phrase Envelope-2:** Containing Pass Phrase for Financial Bid duly stamped and signed by the authorized signatory in sealed envelope
- iv) **10 prototypes of the solar lamps (consisting of 5 assembled and 5 un-assembled SoUL kits)**

The bidding envelope shall contain the following sticker: (illustration)

Response to Tender for Manufacturing and Supply of 5 lakh SoUL kits	
<i>Bid No.</i>	
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	GM (C&P) Solar Energy Corporation of India Ltd 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989264, Email – contracts@seci.gov.in

B. Documents to be submitted Online

Detail instructions are to be followed by the bidders for online submission of bids as stated in Annexure-2. The bidders shall strictly follow the instructions

mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted offline documents and fails to submit the online bid, then the same shall be treated as incomplete bid and processing fee submitted shall be encashed and the EMD/DD against Bid Bond shall be returned.

All documents of the response to RfS submitted online must be digitally signed on www.tcil-india-electronictender.com which should contain the following:

1. “Technical Bid (First Envelope)”

The Bidder shall upload single technical bid containing the **scanned copy** of following documents duly signed and stamped on each page by the authorized person as mentioned below.

- i) Formats- 1, 2,3A,4
- ii) All attachments (except the prototypes) elaborated in Clause 7 of the ITB, under the sub-clause 6: Attachments, with proper file names.
- iii) All supporting documents regarding meeting the eligibility criteria.

The bidder will have to fill the Electronic Form provided at the TCIL portal as part of Technical Bid.

2. “Financial Bid (Second Envelope)”

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

- i) Covering letter as per Format-5 of this bid document;

The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation; else the bid shall be considered as non-responsive.

Important Note:

- (i) The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.
- (ii) In each of the Envelopes, all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (iii) All the Envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

11. Price Bid

- 11.1. The bidders shall quote the cost of each SoUL kit as part of the price bid. The price of a SoUL kit cannot be more than Rs.450/- per unit, which includes all taxes and duties, as applicable.

- 11.2. The transportation cost per SoUL kit shall be indicated separately in the price bid and it shall include all charges towards freight (kit/spares/faulty components replacement/replacement of component during warranty period), loading, unloading, insurance, etc. till the point of delivery of the kits. The bidder/supplier will be responsible for all costs and risks related to the goods. Any taxes & duties (custom & excise duty) on inland transportation, insurance & other incidental services shall be to the Supplier's account and no separate claim in this regard will be entertained by the purchaser. The transport cost will be paid as per order quantity.
- 11.3. The bidders shall be necessarily required to quote two price bids, one each for an assembled kit and one for an un-assembled kit. The final decision of choosing the type of kit (assembled or unassembled) to be awarded to the successful bidder(s) shall be decided by SECI/IIT Bombay. However, it is clarified that ONLY either of the two types (i.e., assembled or unassembled) shall be finally selected for the entire quantity of kits and there shall be no part-capacity award for each type of the kit.
- 11.4. The price bids shall remain firm for a period of 2 years from the date of issuance of Letter of Award by SECI to the successful bidder. The prices may be quoted upto two places after decimal. Any figure quoted beyond the same will be ignored.
- 11.5. Conditional bids shall be summarily rejected by SECI.

12. **Selection criteria Procedure of successful bidder-**

- 12.1. Subsequent to short listing of the techno-commercially shortlisted bidders, the price bids of such bidders shall be opened and arranged in an ascending manner.
- 12.2. Accordingly, the bidder quoting the lowest price (L1), which is the sum of the kit cost and transportation cost per kit, shall be awarded a minimum quantity of 40% of the total quantity of 5 lakh kits envisaged in the tender. The L1 price shall be called as "Approved Price".
- 12.3. All other techno-commercially qualified vendors will be offered a chance to match the 'Approved Price', in the order of L2, L3 and L4. All such vendors who match the 'Approved price' will be empanelled as suppliers. A maximum of 4 vendors will be empanelled including the L-1 vendor.

13. **Bid Bond**

- 13.1. The Bidder shall furnish, as part of its Bid, an interest free Bid Bond for the amount of **Rs. 9,00,000 (Rupees Nine Lakhs only)**. Bid Bond shall be valid for a minimum period of 180 days from the Bid submission deadline. Bidders registered with MSME are exempted from submission of Bid Bond only.

- 13.2. The Bid Bond is liable to be encashed by SECI in any of the events as brought out in ITB Clause 13.7
- 13.3. The Bid Bond shall be denominated in Indian Rupees and submitted in the form of Bank guarantee as per the Format-3A and should be submitted in its original form; copies will not be accepted;
- 13.4. Any Bid not secured in accordance with the bid document will be rejected by SECI as nonresponsive.
- 13.5. In case of unsuccessful bidders, the respective Bid Bonds will be discharged/returned as promptly as possible, but not later than 30 days after the expiration of the period of Bid validity period prescribed by SECI, pursuant to ITB Clause 13.
- 13.6. The Successful Bidder's Bid Bond will be discharged upon the Bidder acknowledging the Letter of Award and furnishing the performance security, pursuant to GCC Clause 5.
- 13.7. The Bid security or Bid Bond may be en-cashed by SECI under any of the following circumstances:
- i. if a Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder, after the bid submission deadline;
 - ii. in case Successful Bidder fails to furnish performance security in accordance with GCC Clause 5.
 - iii. If the bidder/his representatives commits any fraud while competing for this Contract.
 - iv. If after issuance of Letter Of Award, it is found that the documents furnished by the bidder during the bid submission are misleading or misrepresented in any way and that relevant facts have been suppressed;

14. Period of Validity of Bid

- 14.1. Bid shall remain valid for 180 days from the bid submission deadline prescribed by SECI. A Bid valid for a shorter period shall be rejected by SECI as non-responsive.
- 14.2. In exceptional circumstances, SECI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond provided under ITB Clause 8 shall also be suitably extended. A Bidder may refuse the request to extend the validity without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

15. Format and Signing of Bid

- 15.1. The original of the documents shall be typed or written in indelible ink and shall be signed and stamped by the authorized person. The letter of Authorization shall be indicated by written power-of attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be signed by the authorized person signing the Bid.
- 15.2. Any interlineations, erasures or overwriting shall be valid only if they are duly signed by the person signing the Bid.

16. Deadline for Submission of Bids

- a. Bids must be received by SECI at the address specified in the Bid Information Sheet no later than the time and date specified in the Bid information sheet. In the event of the specified date for the submission of Bids being declared a holiday for SECI, the Bids will be received up-to the appointed time on the next working day.
- b. SECI may, at its discretion, extend this deadline for submission of Bids by amending the Bid documents in accordance with ITB Clause 5, in which case all rights and obligations of SECI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Bids

Any Bid received by SECI after the deadline for submission of Bids prescribed by SECI, pursuant to ITB Clause 10, will be rejected and/or returned unopened to the Bidder.

18. Modification and Withdrawal of Bids

- a) The Bidder may modify or withdraw its Bid after the Bid's submission prior to the deadline prescribed for submission of Bids.
- b) No Bid shall be modified at the time of Bid opening or subsequent to opening of Price bid.
- c) No Bid shall be withdrawn in the interval between date of opening of Price bid and the expiration of the period of Bid validity specified by the Bidder. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid Bond, pursuant to ITB Clause 13.7.

19. Preliminary Examination

- 19.1. SECI will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, and whether the Bids are otherwise in order.
- 19.2. If there is a discrepancy between words and figures, the amount written in words will prevail.

20. Zero Deviation Bids

This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Bids with any deviation to the bid conditions shall be liable for rejection.

21. Evaluation and Comparison of Bids

- 21.1. In addition to meeting the techno-commercial eligibility criteria as per ITB Clause 3.1 above, the samples submitted by the bidders shall also be required to meet the technical criteria as per the Technical specifications enclosed at Annexure-3 of the tender document. SECI/IIT Bombay shall have the submitted samples tested by authorized testing bodies and the decision of SECI/IIT Bombay towards meeting the criteria shall be final and binding in this regard.
- 21.2. Price Bids of bidders which meet the techno-commercial criteria as well as pass the requirements of technical specifications, shall be evaluated. The successful bidders will be selected as per ITB Clause 12 above.

22. Other instructions to bidders

- 22.1. Bidders are to bid as per the designs and component list provided by IIT Bombay.
- 22.2. The bidding process and selection of the vendors is done by SECI. However, the process of issuing purchase orders and providing shipment schedule will be done by Material Management Division, IIT Bombay and the payments of the material supplied will also be done by IIT Bombay.
- 22.3. Performance of the supplier will be evaluated based on (i) the supplier's ability to supply the complete dispatch order quantity in the given time, and (ii) the number of defective components in any consignment/order is within the given percentage.
- 22.4. The Empanelled suppliers will abide by all the Terms & Conditions of the Tender Document.
- 22.5. The Performance of the empanelled supplier's will be reviewed by committee during contract period and IITB reserves the right to modify the quantity of kits ordered from the bidders or cancel the orders, based on performance, if necessary.
- 22.6. Mode of Transport - The mode of transportation for supply of the kits/spares/faulty component replacement is at vendor's discretion.

- 22.7. Packaging- The consignment packaging should be as per the specifications mentioned at the time of placing the order by IITB.

23. Quantity ordered and Delivery Schedule

- 23.1. Quantity of order – The order for SoUL kits will be placed in the quantities of multiple of 1000 kits, as per the project requirements. One Purchase Order (PO) will not exceed 100,000 kits. Total quantity ordered may vary within a range of $\pm 10\%$ of the total quantity of 5 lakh units envisaged in the tender.
- 23.2. L1 bidder shall be awarded a minimum quantity of 40% of the total kits purchased through tender. The minimum quantity to be awarded to each empanelled bidder (from L2 to L4) shall be 100,000 kits. The minimum quantity awarded as indicated above may vary within a range of $\pm 20\%$ of the quantity assured.
- 23.3. Actual order quantity will be assigned to the vendor based on capacity of the delivery of material to project location as per specified timeline and subsequently will be based on their performance in terms of quantity, quality and adherence to schedule. IITB reserves the right to change the delivery schedule and quantity of award to the empanelled bidders based on the quality and performance of the respective bidders.
- 23.4. The orders will be assigned to empanelled vendors in parallel and in case of advance information by vendor with regards to inability in meeting timeline for supplying material, the order can be assigned to other empanelled vendors.
- 23.5. Order Lead Time – IITB will provide with each PO, list of delivery locations, quantity and schedule delivery date at least 20 days in advance.
- 23.6. Penalty clause for delay – In case of delay beyond contractual delivery date (as mentioned in clause 23.5 above), penalty will be applicable at 0.5% per week, calculated on the value of undelivered items. The maximum penalty to be levied by IITB in case of delay in delivery shall be 10% of the total contract value.
- 23.7. Location of delivery - The lamps has to be distributed as per requirement across several states in India. The SoUL kits, along with spare components, assembly manual and videos, warranty cards, training manuals and videos and operating manuals will be delivered to several states anywhere in India. The tentative delivery states are Rajasthan, Uttar Pradesh, Bihar, Jharkhand, Odisha, Madhya Pradesh and Maharashtra.
- 23.8. IMPORTANT NOTE: Specific locations in the states will be available after the vendor is selected. Also sometimes, delivery location may change while implementation of the project.
- 23.9. Delivery Timing – The consignment of SoUL kits must reach the destination on working days, between 9:00am – 5:00pm.
- 23.10. Spare /replacements of defectives Components - Spare components shall be made available to carry out repair and maintenance activities in the specified areas. The spare components will be provided free of cost by the vendors along with the SoUL kits. The proportionate spare components as listed in the table

below will be delivered by the vendors as per instructions from IIT Bombay. Additional spares, if any, as specified during the course of the project must be made available in field to permit uninterrupted service of lamps. The replacements of defective components should be done within 15 working days on receipt of the components. The cost of spares and replacements which includes all cost freight and taxes to be borne by the vendor. All the components provided as spare parts should be packed separately and supplied to specified locations, as and when intimated by IIT Bombay.

Name of Component	No. of Spare Parts for every 1000 kits delivered
LEDs	5
Switches	30
Batteries	40
Solar Panel	5
PCBs	30
Sockets	10
Red-Green-Blue Indicator	5
Load Wire	5
Plastic Body	5
Goosneck	5

(For example: for supply of each 1000 batteries, 40 additional batteries as spare parts should be supplied)

24. Warranties and Guarantees

- 24.1. Solar Module: Minimum 5 years warranty from the date of Delivery to the respective locations.
- 24.2. Batteries: Minimum 3 year warranty from the date of Delivery (however as per the technical specification battery is expected to work for minimum 1100 cycles)
- 24.3. Electronic accessories (PCB, Switch, Socket, LED, wires): Minimum 1 year warranty from the date Delivery to the respective location.
- 24.4. Any physical damaged or technical defects to SoUL kit/components as and when identified through due inspection process at the delivered location has to be collected and replaced by the vendor within 15 working days from the date of dispatch with all cost including freight and taxes borne by the vendor.
- 24.5. IMPORTANT NOTE: Warranty and guarantee not applicable to physically damaged SoUL kit during assembly process and usage.

25. **SECI's Right to Accept Any Bid and to Reject Any or All Bids**

25.1. SECI reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time at its sole discretion for whatsoever reasons and without incurring any liability whatsoever to any of the Bidder for any cost expense loss etc.

26. **Corrupt or Fraudulent Practices**

26.1. SECI requires that Bidders should follow the highest standard of ethics during the execution of contracts. In pursuance of this policy, SECI defines, for the purposes of this provision, the terms set forth as follows :

- i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in contract execution; and
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a contracting process or the execution of a contract to the detriment of SECI, 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 SECI of the benefits of free and open competition;
- iii. will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a 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 contract.

27. **Correspondence for Seeking clarifications**

Bidder requiring any clarification of the bid documents may contact in writing or by Fax /E Mail to the following:

Name	Address & Phone Number	Email id
Sh. Pratik Prasun	Solar Energy Corporation of India Ltd. (SECI), Telephone: 011-71989264/236	pratikpr@seci.gov.in
Sh. Sunil		sunil@seci.gov.in
Sh. Kartik Ganesan		kartikganesan@seci.gov.in
Sh. Biblesh Meena		biblesh@seci.gov.in

SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SECI, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

3. Not Used.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

- 4.1. The Successful Bidder shall not, without SECI's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECI in connection therewith, to any person other than a person(s) employed by the Successful Bidder 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 Successful Bidder shall permit SECI and IITB to inspect the Successful Bidder's accounts and records relating to the performance of the Successful Bidder and to have them audited by auditors appointed by SECI, if so required by SECI.

5. Performance Security/ Performance Bank Guarantee (PBG) towards Security:

- 5.1. Within 21 days of receipt of the Letter of Award from SECI, the Successful Bidder(s) shall furnish Performance Security to SECI for an amount of Rs. 2,75,00,000/- (Rupees Two Crores and Seventy Five Lakhs only), valid up to a period of 27 months from the date of Letter of Award. The PBG shall be issued in the name of Registrar, IIT Bombay and shall be renewed, if required by IIT Bombay, for further renewed period of Work.
- 5.2. Performance security shall be encashed by IIT Bombay in the event of Successful Bidders' failure to complete its obligations under the contract or breach of contract conditions.
- 5.3. The Performance Security shall be denominated in Indian Rupees and shall be in the form of a bank guarantee from the list of banks as per the details enclosed in Annexue-1.
- 5.4. In the event of any contract amendment for the period of contract, the Successful Bidder(s) shall, within 21 days of receipt of such amendment, furnish the

amendment to the Performance Security in line with GCC clause 5.1 mentioned above.

- 5.5. Upon completion of the duration of 2 years from the date of Letter of Award, in the event of the Trader fulfilling its obligations under the contract to the satisfaction of IIT Bombay, the performance security shall be returned to the respective bidder(s).

6. Inspections

6.1. Inspection of Works and Services

- 6.1.1. Inspection of components at vendors' factory before delivery: A person authorized by IIT Bombay/SECI may visit to the vendors' premises before dispatch of materials. A random testing of components will be done by the person and only after satisfactory quality check materials will be permitted to dispatch at specified location.
- 6.1.2. IIT Bombay or its representative shall have the right to inspect the works of the Successful Bidder to confirm their conformity to the technical specifications as well as capacity to produce required quantity. IIT Bombay may send a representative / group of representatives to the Successful Bidder premises for inspection of their works.
- 6.1.3. All reasonable Works and assistance, including access to data shall be furnished to the inspectors at no cost to IIT Bombay.
- 6.1.4. Some improvements in the quality, process, quality, suggestion by IITB must be adhered to.
- 6.1.5. Component Testing: During the course of the project, the vendor should supply the components of SoUL kit for testing to IITB whenever requested. Unsatisfactory quality of the component during anytime of the project duration would result in termination of rate contract with the vendor.
- 6.1.6. Missing components, Physical and technical defective components - All missing, physical and technical defective components, as and when identified and notified through due inspection process at the delivered location has to be replaced by the vendor within 15 working days. The inspection is done by member of IITB staff and local NGO partner. If vendor wish to, they can also appoint a person at the delivery location for inspection. The number of missing, physical and technical defective components (all put together) in any consignment of an order delivered at any location should not exceed given percentage of 1% for any single component. If the number of such components exceeds 1%, penalty will be applicable at 2.5% per week of the basic order value.

7. Not Used

8. Terms of Payments

- 8.1. 80% payment of the shipment lot will be made after delivery of the corresponding lot and acceptance of the same by IIT Bombay. Balance 20% payment will be released after complete supply.

- 8.2. Payment will be made by IIT Bombay, within 30 days from the date of submission of bill and acceptance at the site, subject to Clause 8.1 above.
- 8.3. In the event of any dispute over this contract, IIT Bombay's decision shall be final and binding.
- 8.4. Penalty for late delivery: In case of delay beyond contractual delivery date (as mentioned in clause 23.5 of ITB), penalty will be applicable at 0.5% per week, calculated on the value of undelivered items. The maximum penalty to be levied by IITB in case of delay in delivery shall be 10% of the total contract value.

9. Prices

Price mentioned in the Letter of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder(s).

10. Contract Amendments

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

11. Assignment

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with SECI's prior written consent.

12. Not Used

13. Default in Contracts obligation

- 13.1. In case of any default or delay in material/ any of the contract obligation, IIT Bombay reserves the right to recover the actual damages/loss from the successful bidder but in any case total liability of the Successful Bidder under this contract shall not exceed total margin, calculated on normative basis of duration of contract.
- 13.2. In addition to Clause 13.1 above, IIT Bombay may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part:
 - 13.2.1. if the Successful Bidder fails to deliver any or all of the Work/services as required by IIT Bombay.
 - 13.2.2. if the Successful Bidder fails to perform any other obligation(s)/duties under the contract.
 - 13.2.3. If the Successful Bidder, in the judgment of IIT Bombay has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

14. Discrepancies between instructions

- 14.1. Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the Officer-in-Charge's staff, the Successful

Bidder shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

15. Force Majeure

- 15.1. Notwithstanding the provisions of bid document, the Successful Bidder 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.
- 15.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder'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 freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by IIT Bombay and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 15.3. In the event that the Successful Bidder 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, IIT Bombay has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.
- 15.4. If a force majeure situation arises, the Successful Bidder shall notify SECI and IIT Bombay in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECI and IIT Bombay not later than 3 days of cessation of force majeure conditions. After examining the cases, IIT Bombay shall decide and grant suitable additional time for the completion of the Work, if required.

16. Termination for Insolvency

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

17. Termination for Convenience

IIT Bombay, by written notice sent to the Successful Bidder, 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 IIT Bombay's convenience, the extent

to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

18. Award Criteria

SECI will award the Contract to the Successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined as the lowest bid(s) as per ITB Clause 12.

19. Notification of Award/Letter of Award

Prior to the expiration of the period of Bid validity, SECI will issue Letter of Award of Contract to the Successful Bidder(s) in writing by registered letter or by fax/Email, to be confirmed in writing by registered letter, that its Bid has been accepted. The Letter of award will constitute the formation of the Contract and the awardee would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

20. Successful Bidder Integrity

The Successful Bidder 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.

21. Successful Bidder's Obligations

21.1. The Successful Bidder is obliged to work closely with IIT Bombay's staff, act within its own authority and abide by directives issued by SECI and IIT Bombay. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free SECI and IIT Bombay from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold SECI and IIT Bombay responsible or obligated.

21.2. The Successful Bidder will treat as confidential all data and information about SECI and IIT Bombay, 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 SECI and IIT Bombay.

22. Settlement of Disputes

22.1. If any dispute of any kind whatsoever shall arise between SECI/IIT Bombay and Successful Bidder 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, the parties shall seek to resolve any such dispute or difference by mutual consultation.

22.2. 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 22.2, shall be finally settled by arbitration.

22.3. In case the Successful Bidder is a Public Sector Enterprise or a Government Department

22.3.1. In case the Successful Bidder 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. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

22.4. In case the Successful Bidder is not a Public Sector Enterprise or a Government Department

22.4.1. In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, Competent Authority of IIT Bombay or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

22.4.2. The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.

22.4.3. The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi/ Mumbai.

22.4.4. Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.

22.4.5. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

22.4.6. 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 26 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.

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

22.5. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

23. Limitation of Liability

The aggregate liability of the Successful Bidder towards IIT Bombay, whether under the Contract, in tort or otherwise, shall not exceed the total calculated on normative basis of duration of contract.

24. Governing Language

The contract shall be written in English language, 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.

25. Applicable Law

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

26. Notices

26.1. 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 Bid.

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

27. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by IIT Bombay.

28. Successors and Assigns

In case SECI or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by an order / decree of court & 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.

29. 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.

30. 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.

31. 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 IIT Bombay & Successful Bidder hereto, any rights and / or remedies herein.

32. Statutory Acts

32.1. All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.

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

33. Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

34. Compliance of Govt. Regulations

The Successful Bidder should execute and deliver such documents as may be needed by SECI/IIT Bombay in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Bidder and SECI/IIT Bombay shall not be responsible in any manner whatsoever.

35. Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies SECI and IIT Bombay and shall hold SECI and IIT Bombay harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify SECI and IIT Bombay and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

36. Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

SECTION IV: EVALUATION OF BIDS

Section IV

Bid evaluation methodology and selection of Trader

4.1. Bid Evaluation

The maximum price to be quoted by the bidder (excluding transportation cost) has been kept as Rs. 450/- per unit. Bid evaluation will be carried out considering the information furnished by Bidders as per provisions specified in ITB and GCC of this tender. The details evaluation and selection of bidders are described in subsequent clauses in this Section.

4.2. Techno-commercial Evaluation of bidders

A. First Envelope (Technical Bid) Evaluation (Step-1):

- i) The first envelope (Technical Bid) of only those bidders will be opened by SECI whose required documents as mentioned at Clause 7 of ITB are received at the office of SECI before the due date and time of bid submission.
- ii) Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened if super-scribed properly with address, to the bidder.
- iii) Subject to Clause 8 of ITB, SECI will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the bid. During the examination of the bids, SECI may seek clarifications / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by SECI within 5 days from the date of such intimation from SECI. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. SECI shall not be responsible for rejection of any bid on account of the above.
- iv) The bid responses submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the bid.
- v) Additionally, the samples (prototypes) submitted by each bidder shall be tested by SECI/IITB at authorized testing facilities in order to check their meeting the required technical specifications as per Annexure-3.

B. Second Envelope (Financial Bid) Evaluation (Step-2):

- i) Second Envelope (containing Percentage of trading margin) of only those bidders shall be opened whose technical bids are found to be qualified.
- ii) Price bid evaluation shall be conducted separately for Assembled and Un-assembled kits, based on the respective prices quoted for each category.
- iii) In this stage, evaluation will be carried out based on the price quoted by each bidder, which is the sum of the price quoted for the kit and for the transportation cost per kit. The price quoted (excluding transportation cost) cannot be more than Rs. 450/- per unit. Those bids, whose price bid is higher than the above mentioned value, shall be rejected.
- iv) If the price quoted is same for two or more bidders, then all the bidders with the same price bid shall be considered of equal rank/ standing in the order.
- v) Ranking of bidders after Financial bid Evaluation: Ranking shall be done as follows:

Bidder	Price quoted per kit	Price quoted for transportation per kit	Total price quoted	Ranking
B1	350/-	25/-	375/-	L1
B2	340/-	50/-	390/-	L2
B3	440/-	10/-	450/-	L3
B4	425/-	35/-	460/-	L4

4.3. Not used.

4.4. Selection of Successful Bidder

- 4.4.1. The bidders shall be shortlisted in the ascending order as above. The bidder ranked as L1 based on the above shortlisting shall be awarded the bid. In case of tie, ranking will be done based on draw of lots.
- 4.4.2. At the end of selection process, a letter of award (LOA) will be issued to the successful bidder at the L1 price (Approved Price). SECI reserves the right to offer LOA to successful bidder in either of the two categories- Assembled or Un-assembled kits, or both.
- 4.4.3. All other techno-commercially qualified vendors will be offered a chance to match the 'Approved Price', in the order of L2, L3 and L4. All such vendors who match the 'Approved price' will be empanelled as suppliers. A maximum of 4 vendors will be empanelled including the L-1 vendor. LOAs shall be issued by SECI and subsequently, multiple Purchase Orders, along with Delivery locations and schedules shall be issued by IITB as per the requirements, in line with Clause 23 of ITB.

SECTION V: FORMATS FOR BID SUBMISSION

FORMATS FOR SUBMITTING BID

Covering Letter

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

Ref. No. _____ Date: _____

From: _____ (Insert name and address of Bidder)

Tel.#:

Fax#:

E-mail address#

To

Solar Energy Corporation of India Ltd.

D-3, A Wing, 1st Floor,

Religare Building, District Centre,

Saket, New Delhi-110 017

Sub: Bid submission against Tender for Manufacturing and Supply of 5 lakh SoUL kits

Dear Sir,

1. We, the undersigned....[insert name of the 'Bidder'] having read, examined and understood in detail the Bid Document for Bid for "selection of power trader for purchase and sale of power" hereby submit our Bid comprising of Price Bid.
2. We give our unconditional acceptance to the Bid, dated _____ and Bid Documents attached thereto, issued by Solar Energy Corporation of India Ltd., 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.
3. **Processing fee**
We have enclosed a non-refundable bid processing fee of Rs 17,000/- (Rupees Seventeen thousand Only) in the form of Demand Draft (DD) no..... (Insert name of bank providing DD).....

4. Bid Bond

We have enclosed a Bid Bond of Rs 9,00,000/- in the form of BG no.....(Insert name of bank providing BG).....having a validity upto.....(insert date).

5. We have submitted our Price Bid strictly as per Section IV of this Bid, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format.

6. 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.

7. 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.

8. Bidder Details:

1	Name of the Firm	
2	Nature of Firm	
	(Ltd., Co./Partnership etc.) (Attach Attested	
	Copy of Partnership Deed / Certification of	
	Incorporation	
3	Registration No. if any / Trade License	
	No. (Attach photocopy)	
4	Registered Office address	
5	Address for communication	
6	Name of the contact person	
7	Telephone No.	

8	Email Id	
9	Permanent Income Tax Account No.	
	(Attach photo Copy)	
10	CST/VAT No.	
	(Attach photo Copy)	
11	Name of Bankers with Full address & A/c No. (in case of e-transfer/e-payment)	
12	Are you associated with IIT Bombay. If yes. Give details	
13	Maximum number of SoUL kits that can be supplied (and to reach the various delivery locations) per month	

9. We are enclosing herewith the Envelope I and Price Bid (Envelope II) containing duly signed formats, each one duly sealed separately, in one (1) original (duly attested) as desired by you in the Bid for your consideration as per ITB clause11.
10. 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.
11. 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.
12. We confirm that all the terms and conditions of our Bid are valid for a period of 180 days from the Bid Deadline.
13. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 2016.

Thanking you,
We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney is enclosed.

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 selection of power trader for purchase and sale of wind power as per Bid specification.

In response to the Bid No dated issued by Solar Energy Corporation of India Limited (SECI), 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 SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection without Bid till the completion of the bidding process as per the terms of the above mentioned Bid.

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 Bid.

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:

- (1) 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.

- (2) 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.
- (3) 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).

FORMAT FOR BID BOND

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

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Successful Bidder') submitting the response to tender inter alia for selection of the Successful Bidder in response to the Bid No. dated ____ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the tender of[*insert the name of the Bidder*] as per the terms of the tender, the _____ [*insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [*Insert Name of the Place from the address of SECI*] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ only, on behalf of M/s. _____ [*Insert name of the Bidder*] .

This guarantee shall be valid and binding on this Bank up to and including _____ [*insert date of validity in accordance with Clause 13 of ITB*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with Clause 13 of ITB*]. SECI shall be entitled to invoke this Guarantee till _____ .

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall not require SECI to justify the

invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause 13 of this tender*]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MUMBAI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MUMBAI OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MUMBAI. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To,

Registrar
Indian Institute of Technology
Powai, Mumbai – 400 076

WHEREAS Solar Energy Corporation of India Limited (SECI) have invited Tenders on behalf of Indian Institute of Technology, Bombay (Buyer) vide Bid No.....dated.....for the purchase of items as per the tender document AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / Kits / Machinery etc. in response thereto shall establish an irrevocable performance Guarantee Bond in favour of “**The Registrar, Indian Institute of Technology Bombay**” in the form of Bank Guarantee for Rs. _____ (Rupees Only) and valid till **27 months** from the date of issue of performance guarantee Bond.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document/ performance of the equipment / Machinery / Kits etc. this bank shall pay to Indian Institute of Technology, Bombay on demand and without protest or demur Rs. (Rupees Only).....

This bank further agrees that the decision of Indian Institute of Technology Bombay (Buyer) as to whether the said tenderer (seller) has committed a breach of any of the conditions referred in tender document shall be final and binding.

We, (Name of the bank and branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the tenderer (seller) and / or Indian Institute of Technology Bombay (buyer)

Not with Standing anything contained herein

1. Our liability under this bank Guarantee shall not exceed Rs. _____
(Indian Rupees Only)
2. This Bank Guarantee shall be valid up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if IIT Bombay serve upon us a written claim or demand on or before date

This Bank further agrees that the claims if any, against this bank guarantee shall be enforceable at our branch office at situated at (Address of local branch)

Yours truly,

Signature and seal of the
guarantor

Name of the bank Address

Date

Instruction to bank: Bank should note that on expiry of band period, the original bond will not be returned to the bank. Bank is requested to take appropriate necessary action on or after expiry of bond period

Format for Board Resolutions

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

- 1. RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the event of the Company being selected against Bid No. _____ for Manufacturing and Supply of 5 lakh SoUL kits, issued by Solar Energy Corporation of India Ltd (SECI). **(To be provided by the Bidding Company)**

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head)

[Date and Reference]

To,

GM (C&P)

Solar Energy Corporation of India Ltd

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

Religare Building, Saket,

New Delhi-110017

Tel No. 011-71989256

Sub: Response to bid for Manufacturing and Supply of 5 lakh SoUL kits vide Bid No.-----

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our firm as Bidder for above.

I/ We agree that this offer shall remain valid for a period of 2 years days from the due date of submission of the bid response or such further period as may be mutually agreed upon.

Note:

- 1. If the bidder submits the financial bid in the Electronic Form at TCIL portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
- 2. Price bid shall be quoted as a fixed amount in numerals only. Conditional proposal shall be shall be considered as non-responsive and summarily rejected.*
- 3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
- 4. The Financial bid is not to be mentioned anywhere other than the Electronic Form and only the financial bid mentioned in the Electronic form will be considered for further evaluation*

Authorized Signature

Name:

Designation

Name and address of the Bidder

PRICE BID

(To be submitted separately, each for assembled and un-assembled kits)

ASSEMBLED KITS

Sr. No.	Description of Items & Specification	Qty in Units	Unit Price In Rs.	Discount %	Excise/Custom Duty %	CST/VAT %	Octroi %	Other Charges if any (please specify details) in Rs.	Total Price per unit in Rs.	Transportation costs per unit in Rs.	Total Price in Rs.
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	I = (A+B+C+D+E+F+G+H)	(J)	K= (I)+(J)
1.	Solar Urja Lamp (SoUL) Kit	1 No.									
Total price per unit in words (inclusive of all taxes and duties)											

UN-ASSEMBLED KITS

Sr. No.	Description of Items & Specification	Qty in Units	Unit Price In Rs.	Discount %	Excise/Custom Duty %	CST/VAT %	Octroi %	Other Charges if any (please specify details) in Rs.	Total Price per unit in Rs.	Transportation costs per unit in Rs.	Total Price in Rs.
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	I = (A+B+C+D+E+F+G+H)	(J)	K= (I)+(J)
1.	Solar Urja Lamp (SoUL) Kit	1 No.									
Total price per unit in words (Inclusive of all taxes & duties)											

Total price per unit indicated in column I above, (excluding transportation cost) shall not exceed Rs. 450/- per unit. Transportation cost shall include all taxes and levies, insurance and costs against loading, unloading etc.

List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	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. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Crédit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd.
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	

Special instructions to Bidders for e-Tendering**General**

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in these Tender Documents. Submission of Online Bids is mandatory for this Tender.

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, *Solar Energy Corporation of India Limited* has decided to use the portal <https://www.tcil-india-electrionictender.com> through TCIL, a Government of India Undertaking. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

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

Instructions**Tender Bidding Methodology:****Sealed Bid System**

Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Digital Signing Certificate (DSC)-Class II and above.
2. Register on Electronic Tendering System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to SECI (Optional)
 - b) View response to queries posted by SECI
8. Bid-Submission on ETS
9. Respond to SECI Post-TOE queries

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.

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>].

Registration

To use the ElectronicTender® portal <https://www.tcil-india-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating 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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the ETS Portal of TCIL (<https://www.tcil-india-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of TCIL within the specified period of downloading of RFS and other documents, bidder will not be able to participate in the tender.
2. 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 Center' 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.

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.

TCIL/ ETS Helpdesk	
Telephone/ Mobile	Customer Support: +91-11- 26241790(multiple lines) Emergency Mobile Numbers: +91-9868393775, 9868393717, 9868393792
Email-ID	ets_support@tcil-india.com [Please mark CC: support@electronictender.com]

Some Bidding related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
 - Envelope I (Technical-Bid)
 - Envelope II (Financial-Bid)
- Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per clause 3.25 A, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Special Note on Security and Transparency of Bids

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 ElectronicTender's software. Specifically for Bid Submission, some security related aspects are outlined below:

As part of the ElectronicEncrypter™ functionality, the contents of both the 'ElectronicForms' 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 mandatory 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.

CAUTION: All bidders must fill ElectronicForms™ for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms™ and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms™, 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 ElectronicForms™ and the 'Main-Bid', the contents of the ElectronicForms™ shall prevail.**

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

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid

Submission, and before the commencement of the Online TOE of Technical Bid, if required as per Rfs Document. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the SECI.

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).

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.

Other Instructions

For further instructions, the vendor should visit the home-page of the portal <https://www.tcil-india-electronicstender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' 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.

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.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class II or above well in advance of your tender submission deadline on ETS.
2. 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 -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/

downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. 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)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s)
7. 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'. For your record, you can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the 'Status pertaining overall Bid-Submission' is 'Complete'.

NOTE:

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

Minimum Requirements at Bidder's End

- Computer System with good configuration (Min PIV, 1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Certificate(s)

Note: Bidders should supply the SoUL kit as per the technical specification provided. Technical specification of all components are provided in detail in this Annexure-3. For latest technical specification please visit to www.openhardware.iitb.ac.in. The files in appropriate format will be available for download for different component, mainly circuit and body of lamp. The specifications are likely to change slightly and will be finalized by pre-bid meeting. These specifications are made available for cost estimation.

Technical Specifications of Solar Urja Lamp Kit

- The main purpose of Solar Urja lamp (SoUL) is a solar powered lamp suitable for mainly study purpose but not limited to study only. This lamp is to help those students and families who are deprived of the clean and economical light, mainly to study at home after school hours but the lamp should also be useful for other lighting purposes.
- The components of SoUL (as per design and specification given in the Table below) will be purchased from supplier and not the assembled lamp.
- There should be a provision to print logos or text on the SoUL and its packaging box as per requirement. The supplier should not have his or her own logo on the lamp or on the box.
- The bidders have to bid for all the parts of the SoUL kit. The PV module, plastic body and PCB must be manufactured in India.

The disassembled kit is divided in five parts which include following:

1. Solar PV module
2. Battery
3. PCB with components, load wire and LED
4. Lamp body with gooseneck and screws
5. Packaging

The technical specification of each of the above part given below:

1. Specification of PV module

Cell Type	Mono or Polycrystalline Silicon solar cells
	Module should be manufactured in India
Lamination	Toughened glass cover and EVA sheets
Module Frame	Aluminum or ABS plastic
No. of Solar Cells in the Panel	10
Max. Power rating	$V_{mp} \times I_{mp} \geq 2.5W_p$
Voltage at maximum power point	$> 5 V$

Connecting cable – Length	2.5 Mtrs
Electrical Data*(Nominal):	Under STC
Warranty:	Minimum 10 Years from the date of delivery
Supplier should put logo of SoUL inside the glass and text “Made in India” before lamination.	

2. Specification of battery

Battery chemistry type	Rechargeable LFP (LiFePO ₄) battery
Nominal Operating Voltage	3.2 V (2100 mAh) measured at Standard condition
Temperature	10°C to 50°C
Battery casing	18650
Minimum Number of charge-discharge cycles	1100
D o D	Up to 80%
Warranty	Minimum 5 year from the date of delivery

3. Specification of PCB with components, load wire and LED

PCB with components
The dimension, design of PCB and the list of the components is given in Appendix I

LED	
Technology	White Light Emitting Diode (W-LED)
Operating Voltage	3.2 V
Power Consumption (Pmax)	1 Watt (Max)
Illuminance	Minimum 150 Lux when measured at the periphery of the 45 cm diameter from height of 30 cm.
Luminous performance of LED (Efficacy)	Minimum 140 Lumen per Watt
Operating Temperature	30°C to 85°C
Color rendering and appearance	CCT: between 5700K to 6500K

Warranty	Minimum 3 year from the date of delivery
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Load wire	
Type of wire	Teflon coated, single core
Diameter of wire	0.85 mm (Outer Dia)
Length of wire	35 cm

4. Specification of lamp body, goose neck and screws

Lamp Body Design
The dimension, design of Lamp body and the list of the parts is given in Appendix II

GENERAL	
Lantern housing material	ABS Plastic
Ingress Protection (IP)	IP 33 Special protection is required for preventing dust entering from the switch or through any other parts into the body of the lamp.
Lamp look	As per the design provided by IITB
Portability	Adjustable gooseneck spring to adjust light
Operating manual in 3 languages (for beneficiary)	1 per SoUL kit
Warranty Card(for beneficiary)	To be made available per SoUL kit
Screws	
Size	As per design
Material	sheet metal screw

5. Specification of Packaging

Maximum size of packaging box	X*Y*Z (packaging box should be able to house assembled lamp and solar panel together.)
Packaging material	3 ply cardboard box
Printing on package	High quality colour printing (4 colors) on package should be possible. Logo and text to be printed on box.

Warranty Card	
Operating Manual	1 per SoUL kit
Uses and Maintenance manual	1 per SoUL kit
Warranty Sticker (to be used for sealing)	1 per SoUL kit
SOUL Logo	2 per SoUL kit
Other Logo	Funding organization logo
Serial number Sticker (duplicates)	2 per SoUL kit

IMPORTANT NOTE: Solar PV module, PCB and plastic body of the SoUL manufactured in India are only accepted for this project.

Testing will be done of the following components:

Components	Parameters	Comments
Solar Lamp Kit	Make of components	
General (including Lamp Body)	Lamp housing material	
	Ingress Protection	
	Portability	
	Physical condition	
Light Emitting Diode(LED)	Make	
	Colour rendering and appearance	
	Light appearance	
	Light distribution	
	Operating Voltage	
	Power Consumption (P max)	
	Illuminance	

	Luminous performance of LED	
	Operating Temperature	
Energy Storage System	Battery chemistry type	
	Make	
	Nominal Operating Voltage (D.C.)	
	Battery capacity (mAh)	
	D o D	
	Connectivity	
	Physical condition	
Solar Panel	Make	
	Cell Type	
	Max. Power rating	
	Connecting cable length	
	Maximum module Area	
	Electrical Data*(Voc, Isc, Wp, Imp, Vmp):	
	Physical condition	
Printed Circuit Board (PCB)	Operating Voltage(D.C): - PV module point - Battery Point - LED point - Switch point	
	Physical Condition	

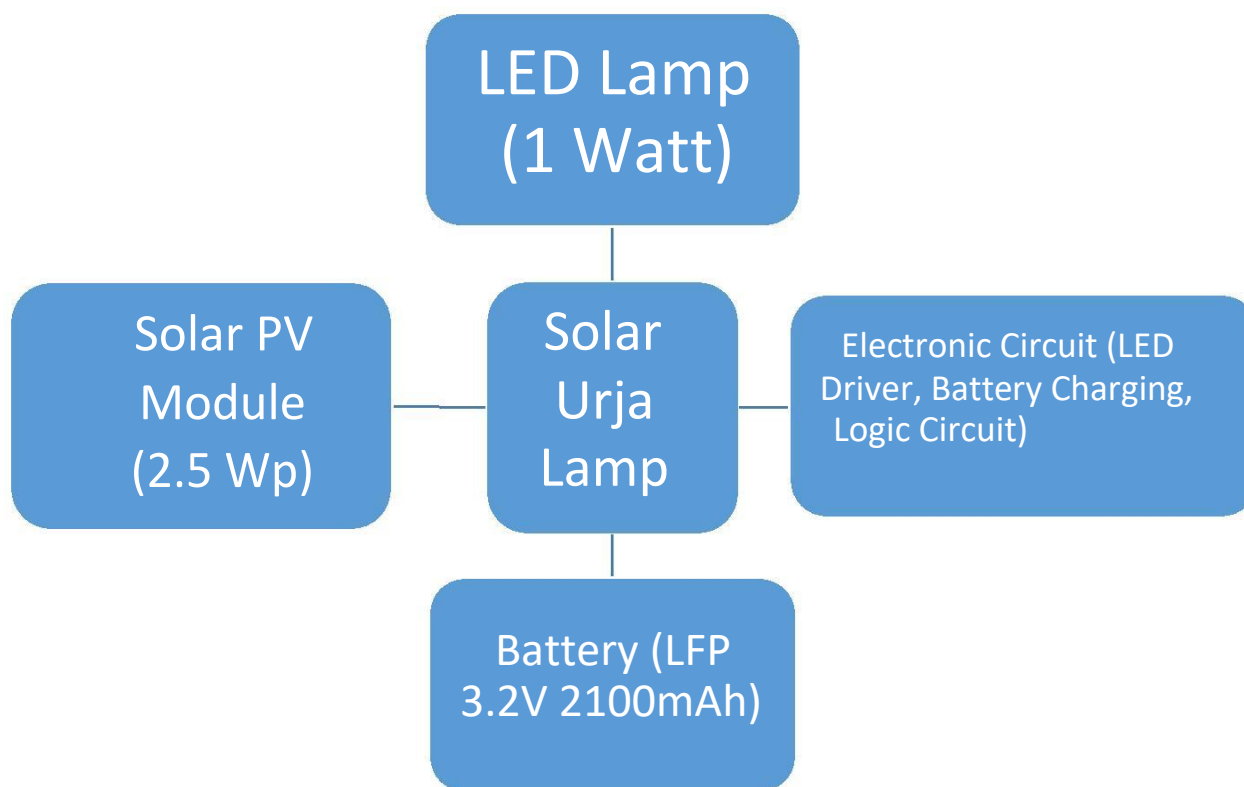
	Connectivity/ soldering points	
	Indications for battery charge Indicator LED	
Switch	Physical condition	
	Number	
	Connectivity	
Wires	Number	
	Connectivity	
Screws	Number	
	Physical condition	
Socket	Number	
	Physical condition	
	Connectivity	
Spare Components	Number	
	Technical check	
	Physical Condition	

In addition to SoUL kit, one set of following must be supplied to IITB within 15 days for inspection, if a vendor is selected as rate contract:

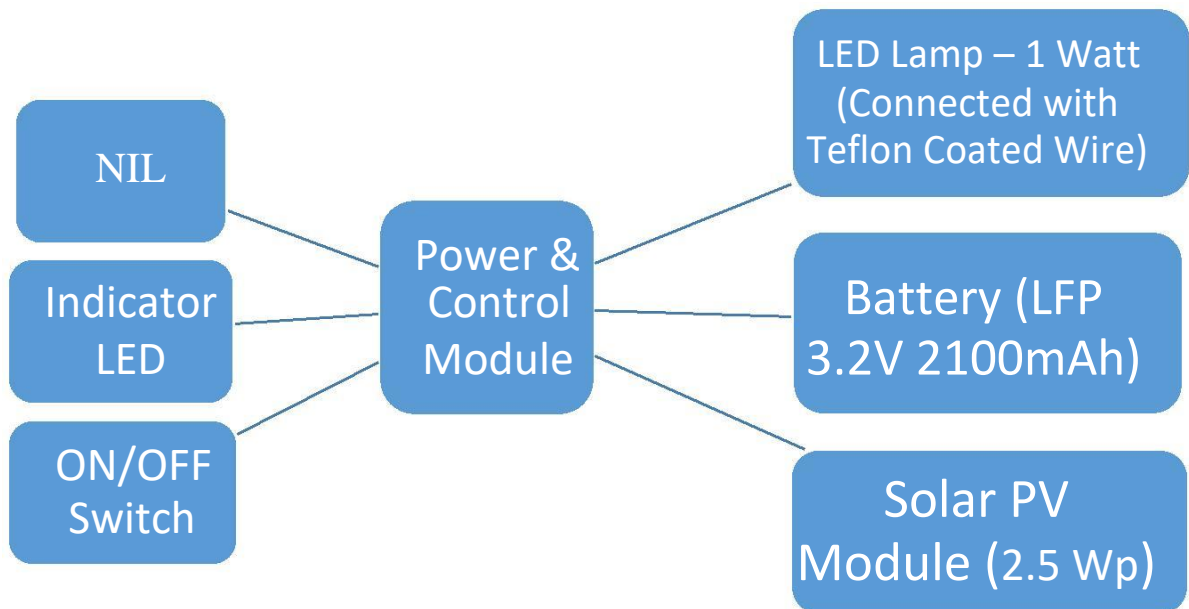
- Operating manual for user of SoUL in 3 languages (English, Hindi and other regional language for which information would be provided after tendering)
- Printing and labeling on boxes
- Printing and labeling on SoUL body
- Assembly training manuals, operating manuals and testing manuals and videos in other Indian languages needs to be provided within 15 days whenever requested by IIT Bombay

Technical Specification of SoUL Circuit

a) System Architecture for the Solar Urja Lamp



b) System Architecture Diagram for the Electronic Circuit



c) Solar PV Module and Battery Charging circuit

Solar PV Module Specifications (Power – 2.5Wp , Voc – 5.5V, Isc -300mA)

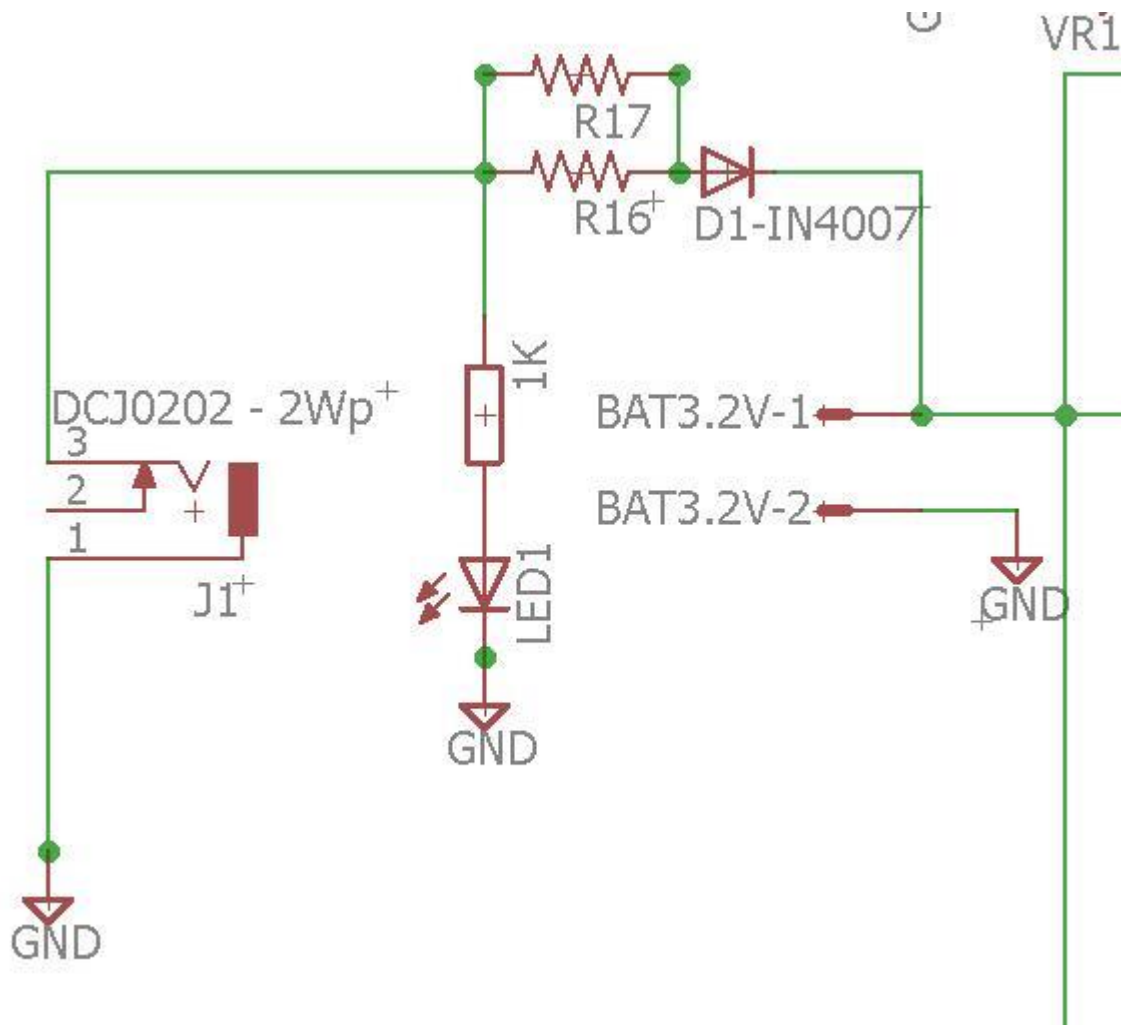
Battery Specifications (Rechargeable LFP 3.2V, 2100mAh)

Solar PV Module will be connected with the Solar Lamp via a DC charging jack.

When connected a led will light up which will signify that the module is charging the battery. Reverse Polarity protection will be included in the circuit which will restrict the reverse flow of current from the battery to the solar PV module.

A power diode IN4007 has been used to restrict the reverse flow of current. Provision has also been made to connect current limiting resistors in series with the diode to restrict the charging current.

Battery will be connected with the electronic circuit via a 2 pin relimate connector. The connector will only be connected in one direction to avoid battery reverse polarity connection.



d) LED Driving Circuit (1 Watt LED)

Synchronous Boost converter from Texas Instruments (TPS61070) has been used to generate a constant 3.3V output to drive the 1 Watt LED.

The output voltage of the converter will remain constant and the input battery voltage can vary from 3.1V to 3.55V.

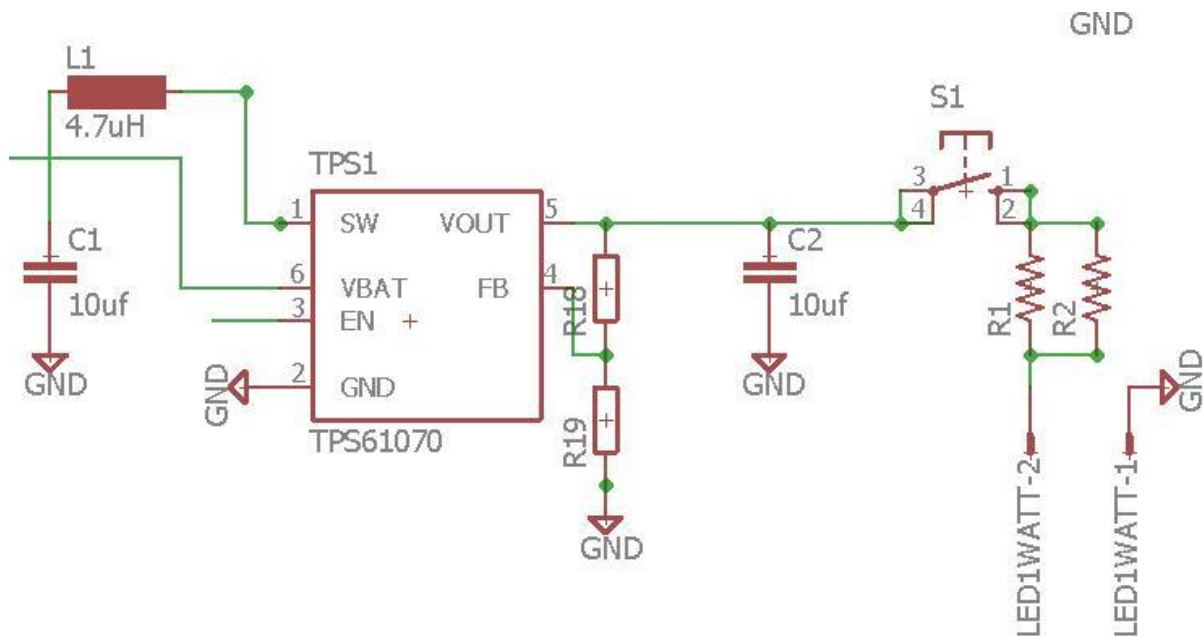
The boost converter is based on a fixed frequency, pulse width modulation (PWM) controller using a synchronous rectifier to obtain maximum efficiency.

The maximum peak current in the boost switch is limited to 600mA.

The boost switch output voltage is programmed by an external resistor divider. The converter can be disabled to minimize battery drain.

The device is packaged in a 6-pin thin SOT23 package (DDC).

The enable pin in the boost converter will disable the LED driving circuit when the battery voltage reduces below 3.1V.



External Capacitor and Inductor has been used to store energy when the boost conversion cycle is in progress. External Resistor Divider has been used to generate the required output voltage (3.2V).

Current Limiting resistors have been used to run the LED at a lesser wattage if required.

LED will be run at 3.2V and 250mA to generate an equivalent of 0.8Watts.

e) Battery Voltage Monitoring & Indicator LED Driving circuit

Battery overvoltage & under voltage will be monitored and required signals will be generated. As the battery voltage will keep changing a voltage reference circuit has been made to generate a constant of 2.5Volts for comparison with battery voltage.

TL431 has been used in the voltage reference circuit.

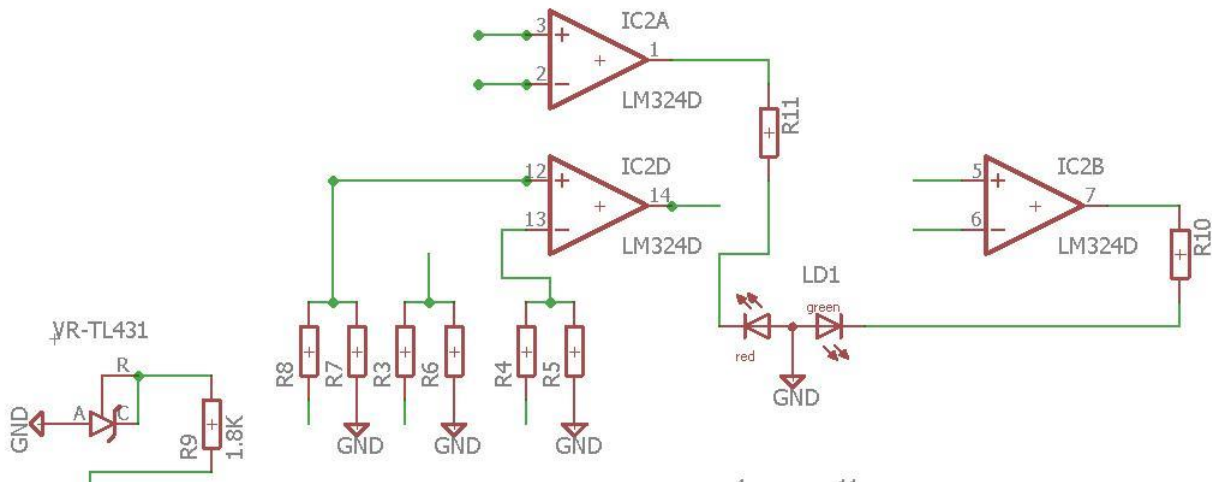
Voltage comparator circuit has been developed using an operational amplifier LM324.

A single op-amp is used to compare the battery voltage and disable the LED when the battery voltage goes below a certain level(3.2V). The output of the op-amp is fed to the enable pin of the boost converter IC used to drive the LED.

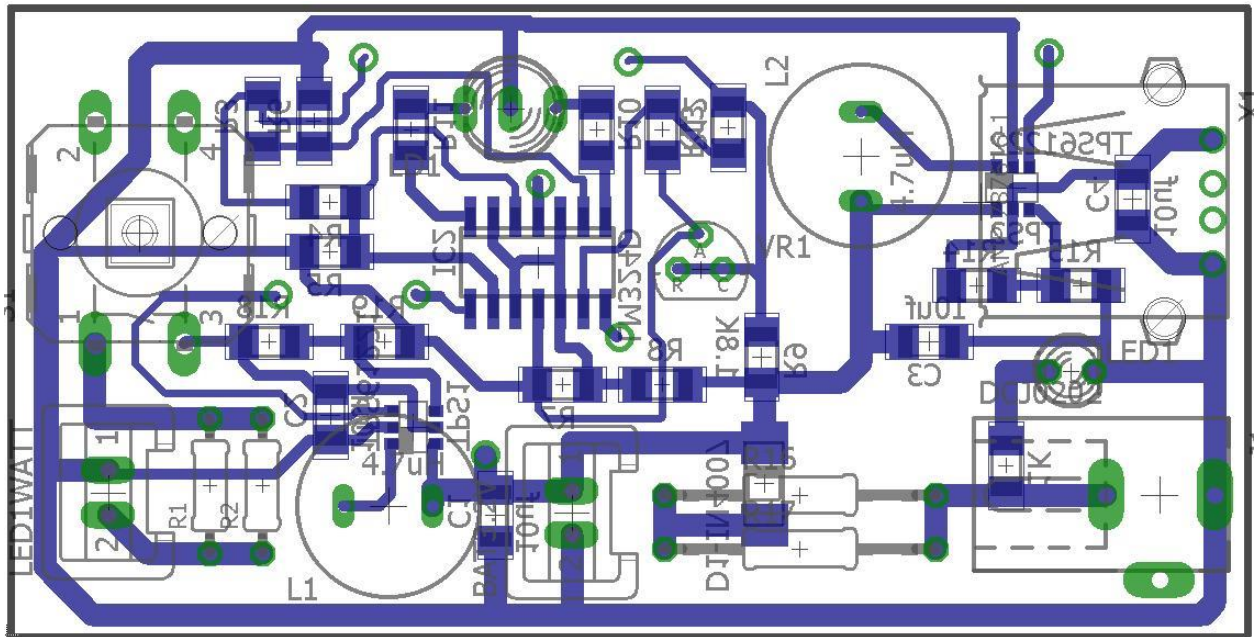
When the battery voltage goes below a 3.1V a red LED indicator is active. An op-amp is used to compare the battery voltage and light the red LED indicator.

When the battery voltage is above a 3.55V it signifies battery is fully charged. An op-amp is used to compare the battery voltage and light a green LED indicator.

A bi-colored 3 pin LED (Red for Battery Low & Green for Battery fully charged) has been used. Orange led near the DC jack is used to indicate charging status.



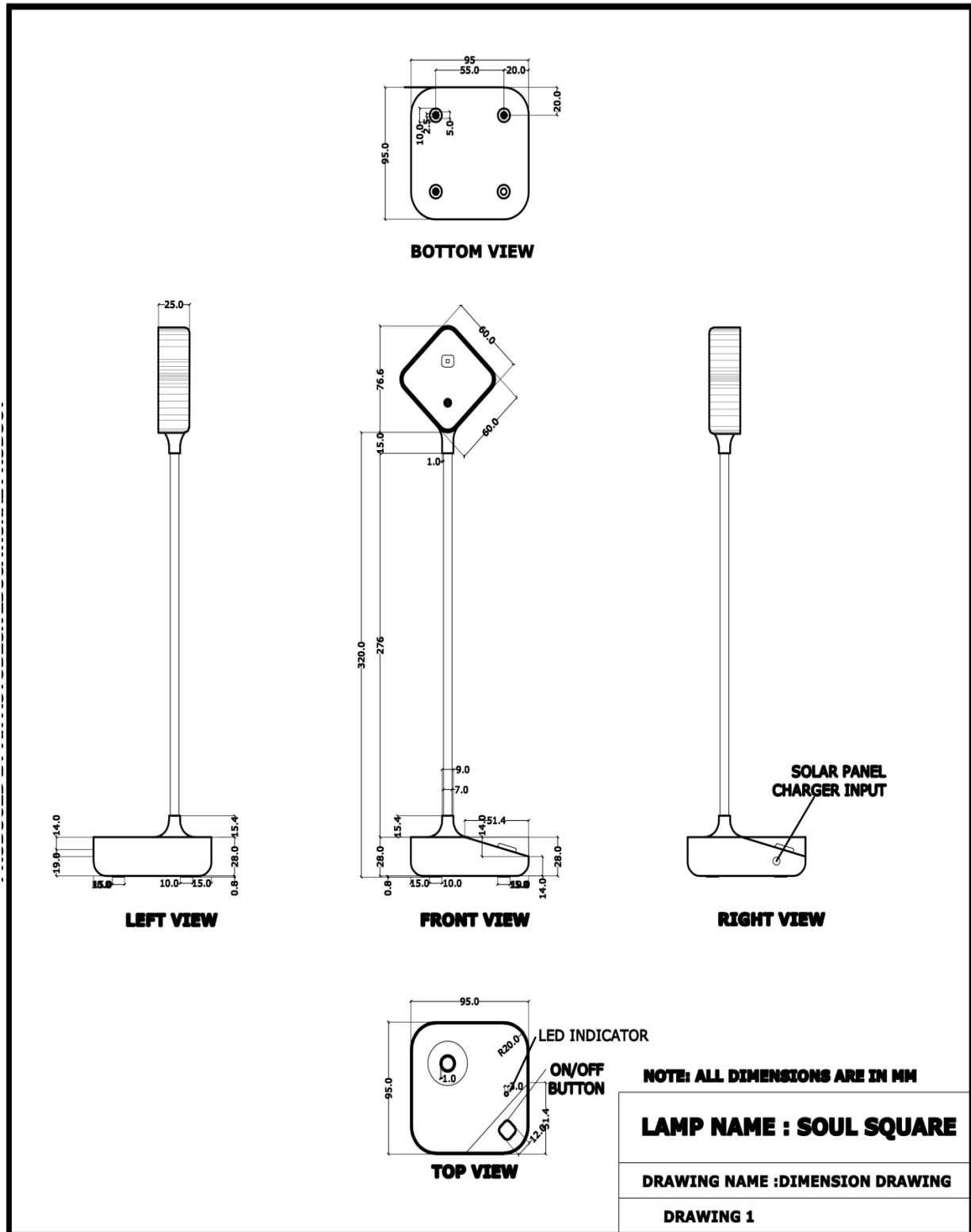
f) PCB Layout & Bill of Material

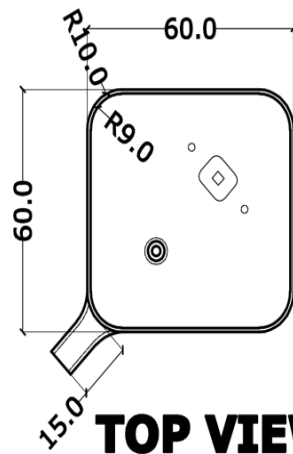


S No	Description	Remarks
1	DC Jack for Solar PV Module	Battery Charging
2	1K Resistor for Indicator LED	Battery Charging
3	3mm LED for Indication	Battery Charging
4	IN4007 Diode for Reverse Polarity Protection	Battery Charging
5	Current Limiting Resistors (R17& R16)	Battery Charging
6	Two Pin Relimate Female Connector (PCB Mount)	Battery Charging
7	TPS61070 Boost Converter IC – Texas Instruments	LED Driving Circuit
8	4.7uH Inductor	LED Driving Circuit
9	10uF Capacitor – 1206 Package	LED Driving Circuit
10	10uF Capacitor – 1206 Package	LED Driving Circuit
11	R19 & R18 Resistors – 1206 Package	LED Driving Circuit
12	On/Off Switch PCB Mount	LED Driving Circuit
13	R1 & R2 Resistors – 1206 Package	LED Driving Circuit
14	Two Pin Relimate Connector (PCB Mount)	LED Driving Circuit
15	TL431 Voltage Reference – TO220 Package	Battery Monitoring
16	R9 – 1.8K 1206 Package	Battery Monitoring
17	LM324 SOIC14 Pin Package	Battery Monitoring
18	R7, R8, R3,R6,R4,R5 Resistors	Battery Monitoring
19	R11, R10 LED Driving Resistors	Battery Monitoring
20	Three Pin Two Coloured 3mm LED	Battery Monitoring

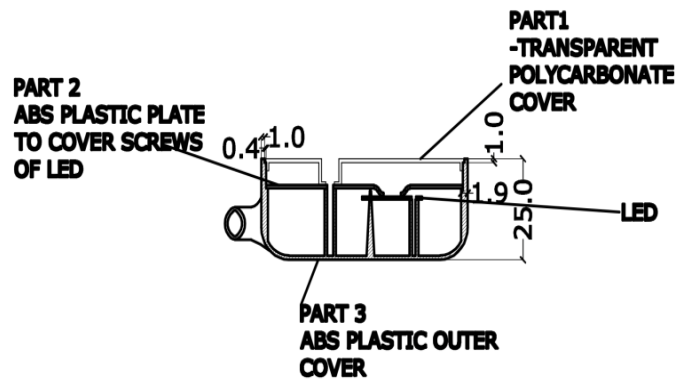
Note: The entire design for making PCB will be available in Eagle format to download on www.openhardware.iitb.ac.in

Technical Specification of SoUL lamp body





TOP VIEW



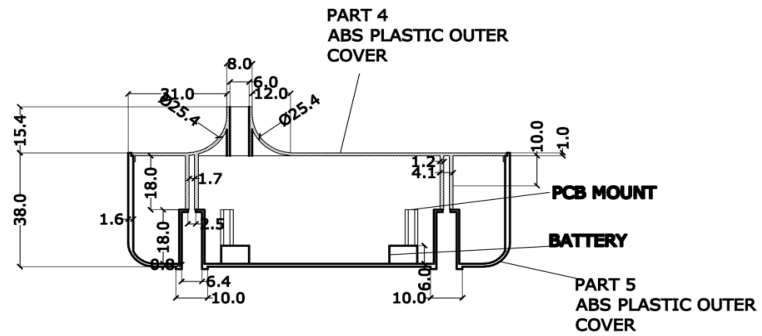
UPPER BODY DETAIL

NOTE: ALL DIMENSIONS ARE IN MM

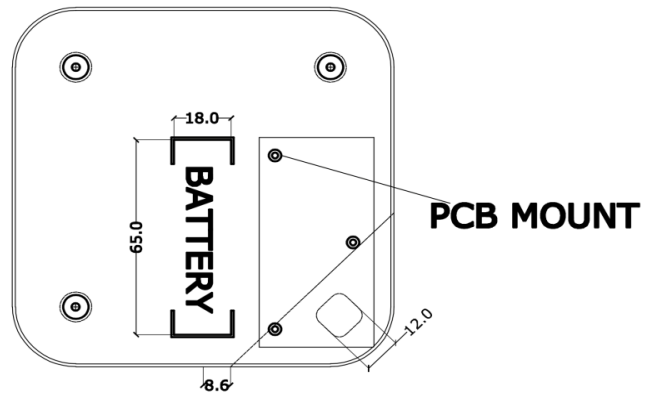
LAMP NAME : SOUL SQUARE

DRAWING NAME : DESIGN DETAIL

DRAWING 2



LOWER BODY SECTION



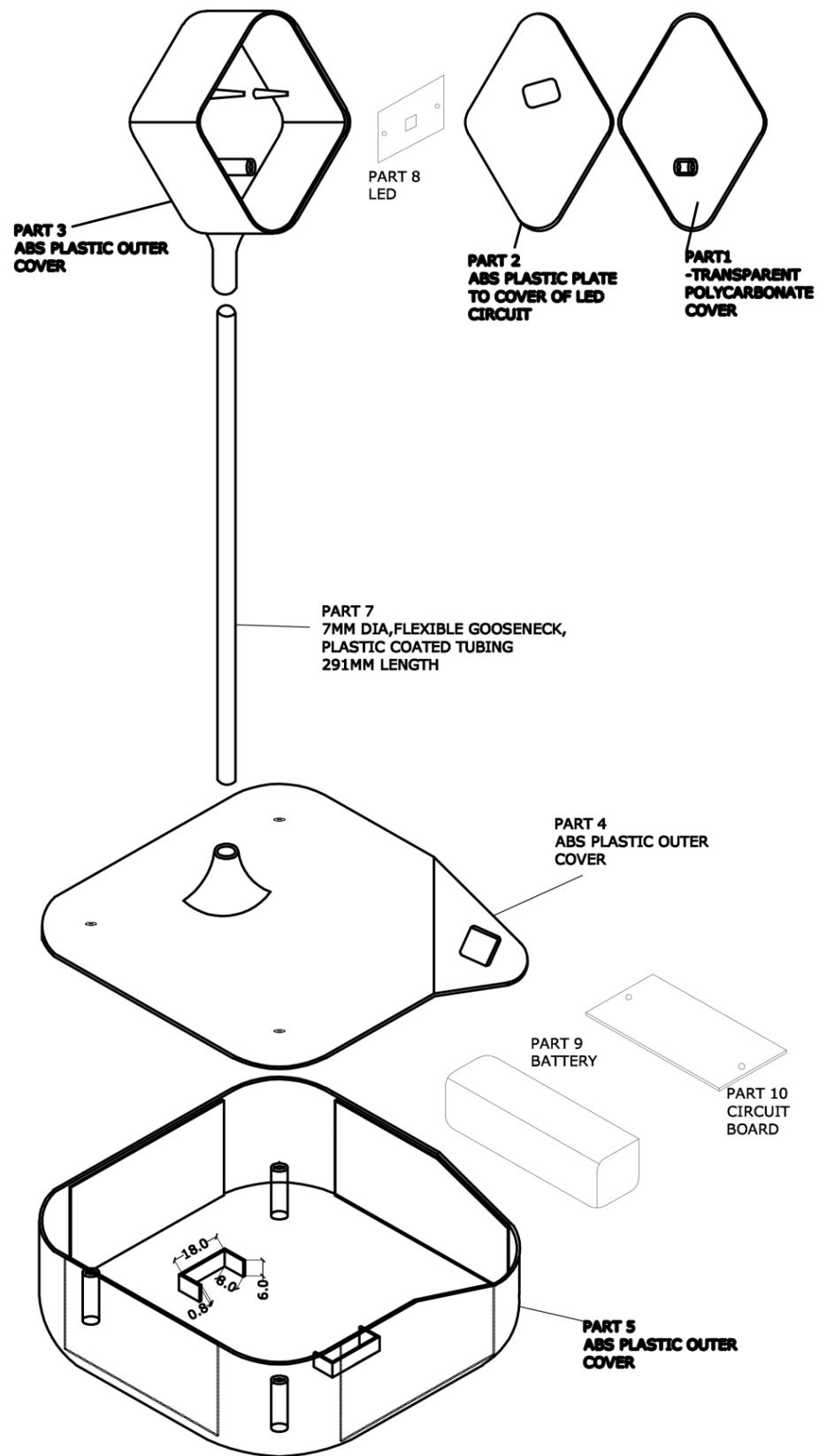
LOWER BODY DETAIL

NOTE: ALL DIMENSIONS ARE IN MM

LAMP NAME : SOUL SQUARE

DRAWING NAME : DESIGN DETAIL

DRAWING 3



LAMP NAME : SOUL SQUARE

Note: The entire design for making mould of body parts will be available as CAD file to download on www.openhardware.iitb.ac.in

Goose Neck Specifications

- Silicone plastic coated heavy duty flexible arm gooseneck tubing.
- Material- carbon steel wire/aluminium with plastic coating.
- Outer dia with coating -**7mm**
- Length- 291mm including male and female heads at both end.
- Colour- as per design specification.

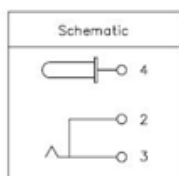
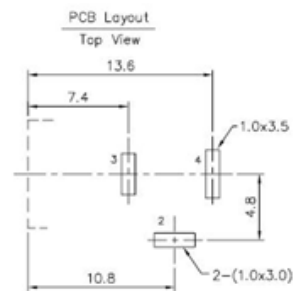
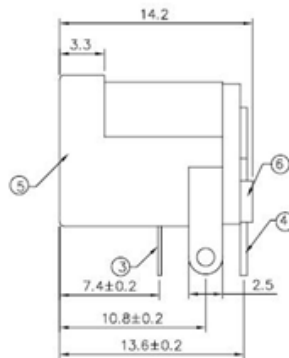
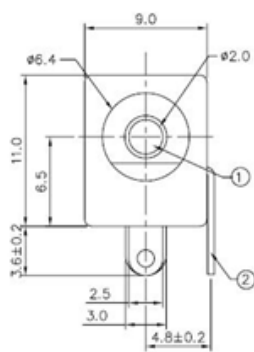


Solar Module Female Socket

Female DC Power Jack supply socket



Dimensions:



No.	Description	Q'ty	Material	Plating
1	Pin	1	H59 Brass	Ni-Plating
2	Curve Piece	1	H62 Brass	Sn-Plating
3	Spring	1	Bronze	Sn-Plating
4	Flat Piece	1	H62 Brass	Sn-Plating
5	Housing	1	PBT	
6	Cover	1	PBT	

All the dimensions are in mm

Specification:

Rated Voltage	DC30V
Rated Current	1.0A
Contact Resistance	≤ 0.03 ohm
Insulation Resistance	≥ 100 Mohm

Withstand Voltage	AC 500V (50Hz)/min
Actuating Force	3-20N
Life	5000 times minimum
Center Pin Diameter	2 mm
Outer Diameter	6.4 mm

Note:

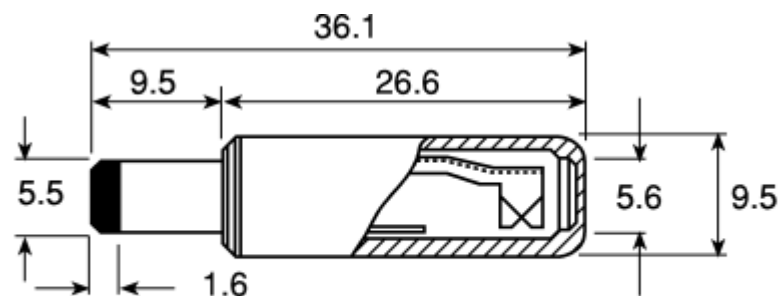
The Female DC Power Jack supply socket should be Indian make of high quality from a reputed supplier.

Solar Module Male Socket

Male DC Power Jack Plug 5.5 x 2.10 x 9.5mm



Dimensions:



Standard push-fit

All the dimensions are in mm

Specification:

Tender for Manufacturing and Supply of 5 lakh SoUL kits

Inner Diameter	2.10 mm
Outer Diameter	5.5 mm
Shaft Length	9.5 mm
Length of wire	2.5 meters
Color	Black

- ◆ Along with this male DC power Jack plug 2.5 meters long wire should be attached, that will be used for connecting with solar module.

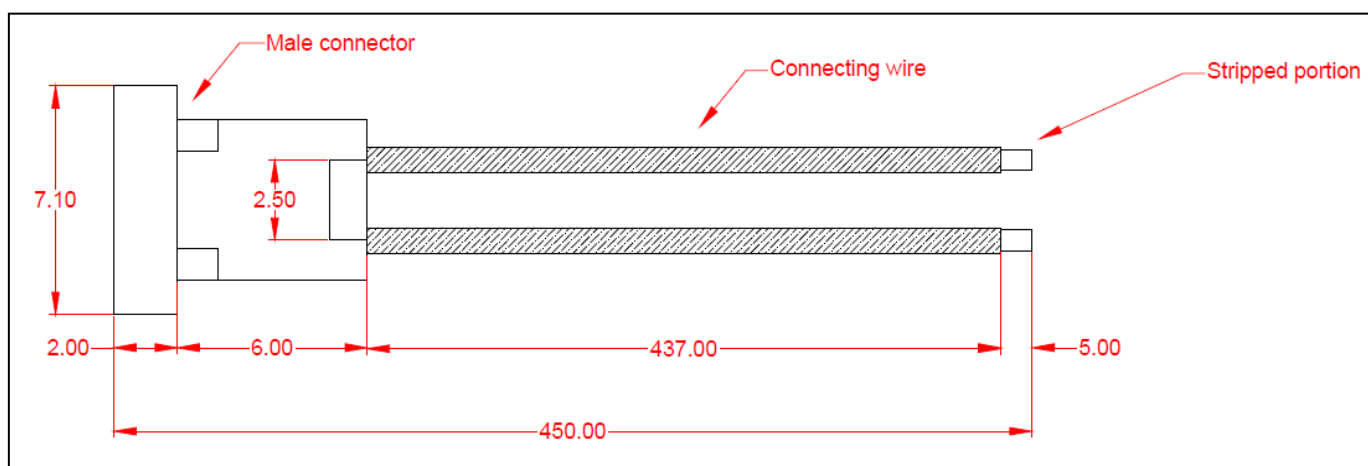
Note:

- ◆ The Male DC Power Jack supply socket should be Indian make of high quality from a reputed supplier.
- ◆ The male socket of Solar Panel and female socket on the Lamp body should be obtained from same manufacturer.

FLEXIBLE CABLES (Load wire)

- ◆ Conductors of flexible cables to be of copper only.
- ◆ The minimum size of core acceptable is 0.64 mm.
- ◆ Flexible cables shall be Teflon coated having a minimum size of 7/0.32 mm.

Dimensions:



All the dimensions are in mm

Specification:

Conductor Material	Copper
Conductor type	Single strand
Strands	1
Core diameter(diameter without teflon coating)	0.64 mm

AWG	22
Length	450 mm
Color of wires	Black and Red
Insulation	Teflon coated
Connector color	Black

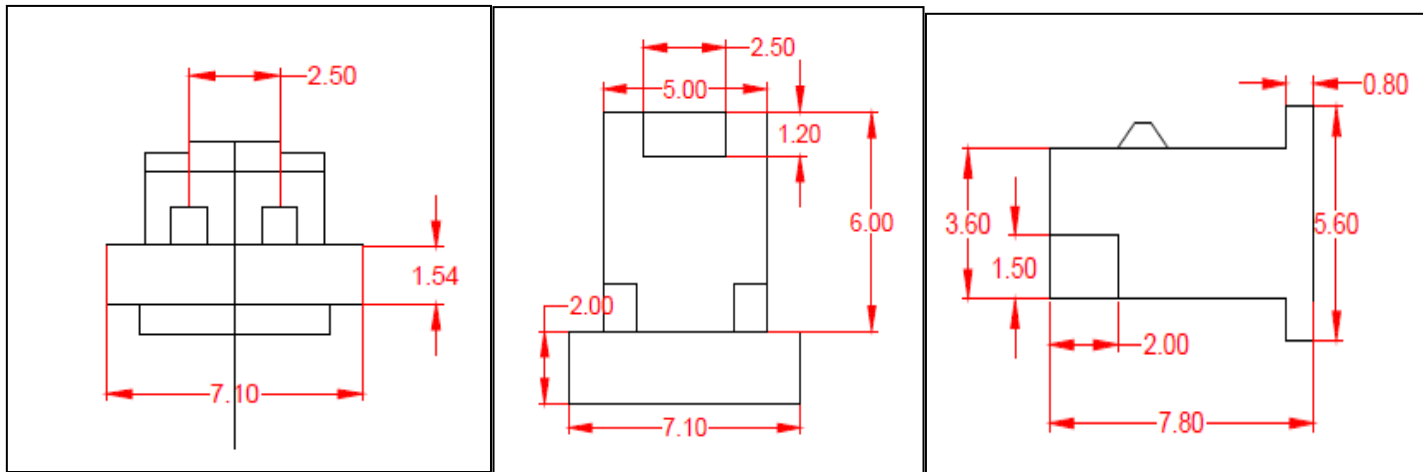
- ◆ Male Connector should be there at one end of the wire and at the other end stripped portion of wire of 5.0 mm should be tinned to make stranded wire into a solid wire. Total length of wire should be 450 mm along with connector and stripped portion of 5.0 mm.

Note:

- ◆ The load wire should be Indian make of high quality from a reputed supplier.

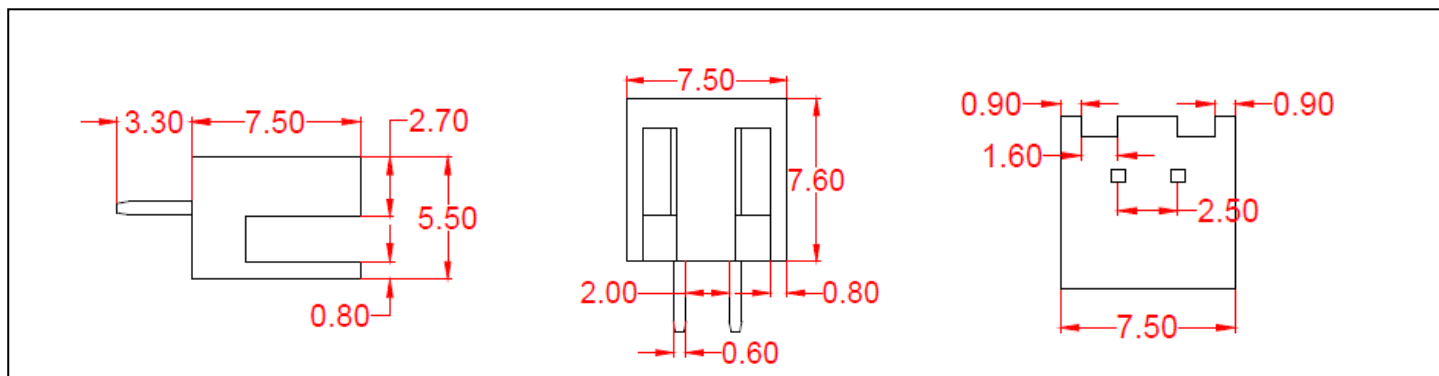
Load Wire Male connector

Dimensions:



All the dimensions are in mm

Load Wire Female connector



All the dimensions are in mm

Specification:

Rated Voltage	250V DC
Rated Current	3.0A DC
Contact Resistance	$\leq 20\text{m}\Omega$
Insulation Resistance	$\geq 1000\text{m}\Omega$
Withstand Voltage	1000V AC/minute
Applicable wire	AWG 22
Applicable PC board thickness	1.6mm
Color	Black

Note:

- ◆ The Male and female connector should be Indian make of high quality from a reputed supplier.

Battery

LiFePO4 3.2V 2100mAh

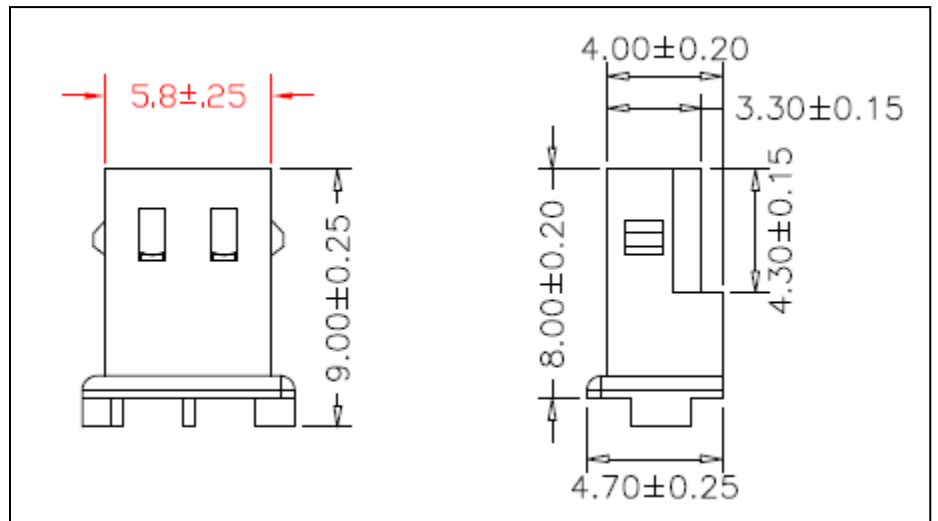
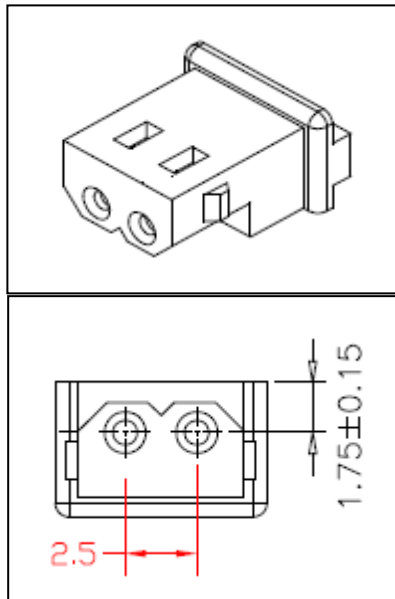
Specification:

Nominal Voltage	3.2V
Capacity	2100 mAh
Type of battery	Rechargeable LiFePO4
Number of cycles	1000 cycles minimum
Battery Casing	Cylindrical (22650)
Length of wire	115 mm along with connector
Connector color	White
Warranty	5 year

- ◆ Battery pack should be plastic jacketed with two connecting wires (red {+} and black {-}) coming out of plastic jacket
- ◆ The length of connecting wire should be 115 mm, starting from wires coming out of battery pack plastic jacket
- ◆ Male connector should be attached at the end of connecting wires

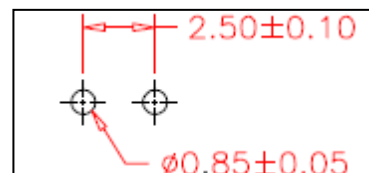
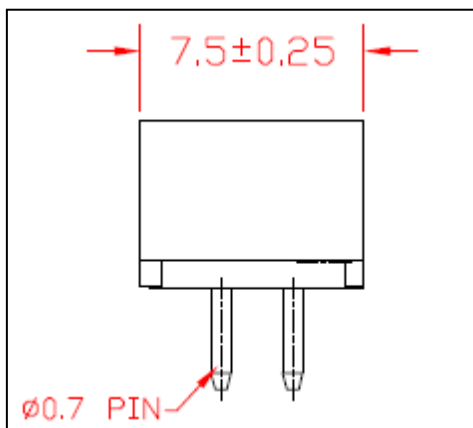
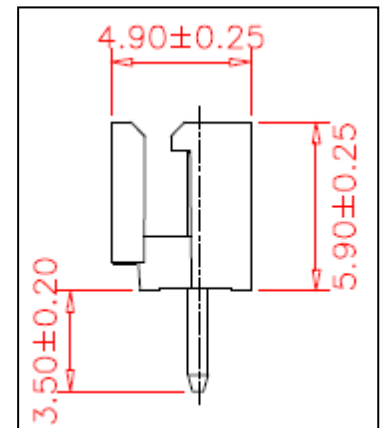
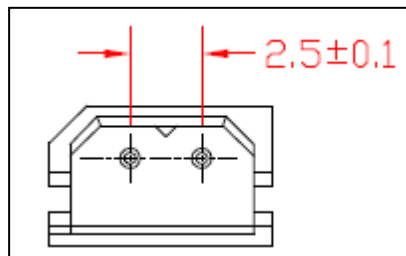
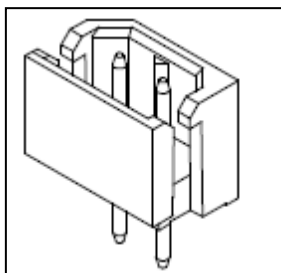
Battery Male connector

Dimensions:



All the dimensions are in mm

Battery Female connector



All the dimensions are in mm

- ◆ Color of the male and female connectors should be white.

Note:

- ◆ The Battery Male and Female connector should be Indian make of high quality from a reputed supplier.

Operating Switch

ON-OFF 2-pin push button switch

Specification:

Rated Voltage	DC30V
Rated Current	1.0A
Initial Contact Resistance	200mΩ Max
Insulation Resistance	100MΩ Min
Withstand Voltage	AC 500V (50Hz)/min
Temperature Range	-25°C to +85°C
Mechanical life	5000 times minimum
Contacts	Silver Alloy
Movable Arm	Silver-Plated Copper Alloy
Terminals	Tin-Plated Copper Alloy
Switch type	Push button
Number of terminals	Three
Switch operation	ON-ON-OFF
Color	Black

- ◆ Dust proof jacket should be there to prevent entry of dust within the lamp body and switch
- ◆ The Female DC Power Jack supply socket should be Indian/Japanese make, not Chinese make.

LED**Specification:**

LED part no	NFSW757DT
LED make	Nichia
MCPCB size	20 x 30 mm
LED mounted on	MCPCB

Power	0.5 Watt (Max)
Operating voltage	3.2 V
Operating Temperature	- 40 ~ 100°C
Light appearance	White light
Soldering pads size with holes	5 x 2.5 mm with 1.0 mm diameter hole
Mounting holes	Depends on plastic body design

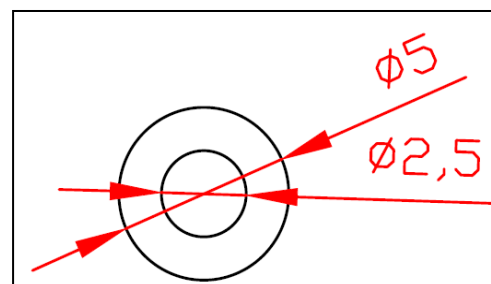
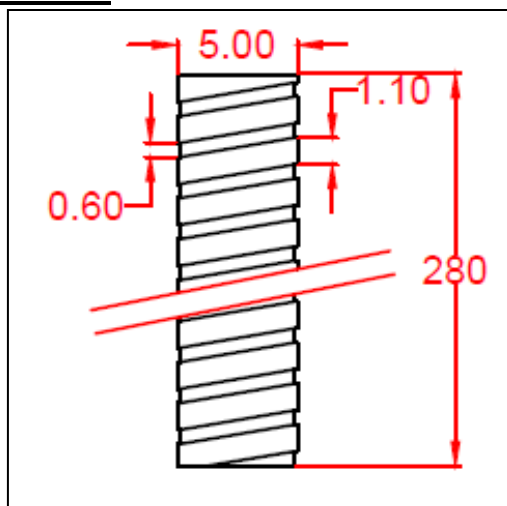
- ◆ Positive(+) and negative(-) terminal indication to be labeled on MCPCB
- ◆ LED should be mounted at the center of MCPCB
- ◆ 1.0 mm diameter hole to be provided at the center of soldering pads
- ◆ Mounting holes for the MCPCB can be done according to the lamp plastic body design
- ◆ MCPCB background to be white coated
- ◆ LED along with the plane white colored background should be only visible and provision to be made for hiding remaining part of the MCPCB during the designing of lamp plastic body

Gooseneck

Black-Finished Flexible Metal Tubes

- ◆ The Gooseneck tube should be able to support, bend into any shape, adjust bending position and protect wires inside.
- ◆ 260 mm length of gooseneck should be available for lamp positioning according to the requirement and (8-10) mm length will be used for fixing the gooseneck at “LED top” and “base top” of the lamp plastic body
- ◆ Stoppages should be present at “LED top” and “Base top” of the lamp plastic body accordingly at both the sides.

Dimensions:



All the dimensions are in mm

Specification:

Outer Diameter(with silicone coating)	7.0 mm
Inner Diameter	2.5 mm
Length	280 mm
Material	Stainless steel
Color (coating)	Silicone coating(as per design)
Stiffness	According to the lamp top weight

Screws**Specification:**

- ◆ Size of all the screws have to be equivalent and length can be according to the lamp plastic body design
- ◆ Type: Phillips/Slotted combination flat head screws.

Tri-color LED Indicator**Specification:**

- ◆ Bi color operation: Red-Green (Indications: Low battery charge-Full battery charge)
- ◆ Size: 5mm diameter
- ◆ Four leads with one common anode.

IIT BOMBAY

INTEGRITY PACT

General

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on ----- day of the month of ----- 20.., between, on one hand, the President of India acting through Shri G. K. Bhorkade, Deputy Registrar, Materials Management Division, IIT Bombay of Indian Institute Of Technology hereinafter called the “BUYER” of the First Part and M/s. ----- represented by Shri -----, Chief Executive Officer hereinafter called the “BIDDER/Seller” of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-Enabling the BUYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the discretionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official (s) is reported by the BIDDER to the BUYER, with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS:

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDERS further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER, or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of shall be disclosed by the BIDDER at the time of filing of tender.

The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDERS' exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount 2% of bid value as Earnest Money/ Security Deposit, with the IIT Bombay through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of Registrar IIT Bombay.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guarantee sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IIT Bombay shall be treated as conclusive proof of payment.

5.2 The Earnest Money/Security Deposit shall be valid upto a period of 180 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on his behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BIDDER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid in violation of this pact by the BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that he has not supplied/is not supplying similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/ Department of the Government of India or PSU and if it is found at any stage that similar system or sub-system was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitor shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

8.4 Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under

contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and Jurisdiction is the Seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact at Mumbai on _____.

BUYER

BIDDER

Ganesh K. Bhorkade

Signature with seal

Dy. Registrar (MMD), IIT Bombay

Witness

Witness

1. _____

1. _____

2. _____

2. _____