

**Anneuxure -II: Amendments - 03**

**Amendments (BID No: SECI/C&P/IITB/SoUL/102016 Amendment - 03)**

**NIT: SECI/C&P/IITB/SoUL/102016**

SI	Section	Point	Sub-point	Original Version	Amendment
1	ITB	3.1	iii	Joint Ventures and Consortiums are not allowed to bid in the tender.	Applicants can apply individually as well as in consortium. In case of a Bidding Consortium the Financial Eligibility criteria like Annual turnover or Net worth as indicated in Clause 3.2, shall be fulfilled by the Lead Member or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be fulfilled by consortium members. In case bidder is a consortium, a Consortium Agreement as per the Appendix-5 shall be furnished along with the bid.
2	ITB			Additional clause	Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical partnership as per Appendix- 5.
3				Additional Appendix-5 for Consortium	Appendix-5 for Consortium
4	Technical specification		Annexure-3	<p>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:</p> <ul style="list-style-type: none"> <li>· Operating manual for user of SoUL in 3 languages ( English, Hindi and other regional language for which information would be provided after tendering)</li> <li>· Printing and labeling on boxes</li> <li>· Printing and labeling on SoUL body</li> <li>· 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</li> </ul>	<p>In addition to SoUL kit, one set of following must be supplied to IITB within 30 days for inspection, if a vendor is selected as rate contract:</p> <ul style="list-style-type: none"> <li>· Operating manual for user of SoUL in 3 languages ( English, Hindi and other regional language for which information would be provided after tendering)</li> <li>· Printing and labeling on boxes</li> <li>· Printing and labeling on SoUL body</li> <li>· Assembly training manuals, operating manuals and testing manuals and videos in other Indian languages needs to be provided within 30 days whenever requested by IIT Bombay</li> </ul>
5	Formats		Price bid format	Price bid in excel sheet	Bidders have to fill price bid in Attached price bid excel sheet for financial bid.

APPENDIX-5  
CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 between M/s [insert name of Lead Member] \_\_\_\_\_ a Firm / Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns)

and

M/s \_\_\_\_\_ a Firm / Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the "Technical Member", which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

WHEREAS, each Member individually shall be referred to as the "Member" and both the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS the Solar Energy Corporation of India Limited (hereinafter called SECI or SECI), a section -3 Company incorporated under the Company's Act, 2013 has invited response to RFS No. \_\_\_\_ dated \_\_\_\_ for MANUFACTURING AND SUPPLY OF 5 LAKH SOLAR URJA LAMP (SoUL) KITS.

WHEREAS the RFS documents stipulates that the Lead Member may enter into a Technical Consortium Agreement with another Company / Corporate entity to fulfill the Technical Eligibility Criteria as stipulated in the RFS document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format enclosed with the RFS document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the RFS for self and agent for and on behalf of Technical Member \_\_\_\_\_.
2. The Lead Member is hereby authorized by the Technical Member of the Consortium to bind the Consortium and receive instructions for and on their behalf.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

4. Subject to the terms of this Agreement, the Technical member shall be responsible for providing technical knowledge for “MANUFACTURING AND SUPPLY OF 5 LAKH SOLAR URJA LAMP (SoUL) KITS” to the lead member.

5. In case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

6. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

7. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the RFS document.

8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the RFS submitted to SECI and shall remain valid till completion of the job assigned to the Contractor.

9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFS.

10. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of SECI.

11. This Agreement

(a) Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

(b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

(c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of SECI.

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Lead Member]

-----

(signature, Name & Designation of the person authorized vide Board Resolution Dated .....)

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Technical Member]

-----

(signature, Name & Designation of the person authorized vide Board Resolution Dated .....)

Witnesses:

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

**Anneuxure -II: clarification - 01**

**Amendments (BID No: SECI/C&P/IITB/SoUL/102016 clarification - 01)**

**NIT: SECI/C&P/IITB/SoUL/102016**

SI	Section	Point	Sub-point	Original Version	clarification
4	ITB			The organization should have produced and sold more than 5,000 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.	Kits also include solar LED lantern