

**SOLAR ENERGY CORPORATION OF INDIA**  
**New Delhi-17**

No. SECI/Contt./Ind./56/2013

27/09/2013

**Subject: Amendment No-2 on Tender No. SECI/Contt./Ind./56/2013 dated 27.08.2013 for Design, Supply, Installation, testing, Commissioning & Maintenance/After Sales Services of Solar Street Lighting systems in Jharkhand**

Dear Sir,

Further to our Tender No. SECI/Contt./Ind./56/2013 dated 27.08.2013 and subsequent Amendment No-1 dated 12.09.2013, please find attached an Amendment No-2 dated 27.09.2013 to our above mentioned Tender as ***Annexure-A***. This amendment shall form an integral part of the Tender dated 27.08.2013 & 12.09.2013 and shall constitute a part of the Tender document.

Thanking you,

Yours faithfully,

**(Atulya Kumar Naik)**  
**AGM (PS/Contracts)**

**Amendment No-2 dated 27.09.2013**

Sr. No.	Reference to the Clause, Page No. and Section of the Tender No. SECI/Contt./Ind./56/2013 dated 27.08.2013 and subsequent amendment dated 12.09.2013	Amended Clause
1	Sub Clause No. 2.1 (b) of General eligibility Criteria, Page No. 14 of Section-II (ITB)	Sub Clause No. 2.1 (b) of ITB is replaced as below:  The Bidder should be a Company / Firm duly registered in India under the relevant Law and engaged in the business of Solar.
2	Sub Clause No. 2.2 (c) of Technical eligibility Criteria, Page No. 15 of Section-II (ITB)	A new sub clause No. 2.2 (c) of ITB is added after sub clause 2.2(b) of ITB  Bidder must meet the eligibility criteria independently as a Bidding Company / Firm or as a Bidding Consortium with one of the members acting as the Lead Member of the Bidding Consortium. Only Technical Consortium is allowed in the Bidding process to meet the Technical eligibility criteria of sub clause 2.2 (b) of ITB (i.e. 50 Nos of street light). However, technical consortium partner may not be necessarily an accredited channel partner of the Ministry for Off-Grid and Decentralized Solar PV Applications under JNNSM.  In case bidder is quoting his bid through Technical consortium, a Consortium Agreement as per the <b>Format-12</b> enclosed shall be furnished along with the bid. In a bidding consortium, only Lead member shall participate in the bidding process and shall submit all the Bank guarantee's including all the bidding expenses thereto.
3.	Clause No. 1.2 (Sr. No. 10) <b>Battery</b> , Technical Specification, Page No. 64 of Section-VI	Clause No. 1.2 (Sr. No. 10) " <b>Battery</b> ", Technical Specification is replaced as below:  Li-ion (11.1 V, 20 AH)

4.	Clause No. 1.6 (II) <b>Electronics</b> , Technical Specification, Page No. 66 of Section-VI	Clause No. 1.4 (II) “ <b>Electronics</b> ”, Technical Specification is replaced as below:  Electronics should operate at 11.1 V and should have temperature compensation for proper charging of the battery throughout the year.
5.	Bid Deadline  Date of Opening of Techno-Commercial Bids	In view of above, Bid deadline stand extended up to <b>10<sup>th</sup> October, 2013 till 2:30p.m</b>  Date of opening of Techno-Commercial Bids stand extended up to <b>10<sup>th</sup> October, 2013 at 3:30p.m</b>
<b>All other Terms and Conditions of Tender shall remain same.</b>		

## **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 \_\_\_\_\_ 2013 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 (hereinafter called SECI or Employer) ,a section -25 Company incorporated under the Company's Act, 1956 has invited response to Tender No. SECI/Contt./Ind./56/2013 dated 27.08.2013 and subsequent Amendment(s) for Design, Supply, Installation, testing, Commissioning & Maintenance/After Sales Services of Solar Street Lighting systems in Jharkhand.

WHEREAS the Tender documents stipulates that the MNRE channel partner may enter into a Technical Consortium Agreement with another Company/Firm to fulfill the Technical Eligibility Criteria as stipulated in the Tender document. The Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format enclosed with the Tender 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 Tender 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 "Design, Supply, Installation, testing, Commissioning & Maintenance/After Sales Services of Solar Street Lighting systems in Jharkhand" 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 Tender document.
8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the Tender submitted to Employer 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 Tender and the Tender.
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 Employer.
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 Employer.

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]

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(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]

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(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses: