



सत्यमेव जयते

High Commission of India
Colombo

**NOTICE INVITING TENDER FOR SUPPLY AND TRANSPORTATION OF 4000 SOLAR
LANTERNS IN SRI LANKA**

Tender No: COL /DC/228/01/2023		DATED: 06. 09. 2023
<u>Important Dates</u>		
Published Date	06.09.2023	
Bid Document Download Start Date	06.09.2023	
Clarification Start Date	06.09.2023	
Clarification End Date	27.09.2023	
Virtual Pre bid	20.09.2023 (1430 hrs)	
Bid Submission Start Date	06.09.2023	
Bid Submission End Date	06.10.2023 (1230 hrs)	
Date of Technical Bid Opening	06.10.2023 (1430 hrs)	

The bids (technical and financial) shall be posted/handed over in separate covers to High Commission of India, Colombo, 36-38, Galle Road, Colombo 03, Sri Lanka on or before 1230 hrs on 06.10.2023.

NOTICE INVITING TENDER (NIT)

1. Bids are invited from authorized bidders/contractors for “Supply and transportation of 4000 Solar Lanterns to Sri Lanka”.
2. **The two bid system (Technical and Financial) shall be followed for this tender.** The technical and financial bids (complete in all respects) shall reach, Counsellor (Development Cooperation), High Commission of India, Colombo, 36-38, Galle Road, Colombo 03, Sri Lanka by not later than 1230 hrs on 06.10.2023 in separate covers.

3. Eligibility Criteria for Bidders:-

- i) Only Indian firms are eligible for bidding.
- ii) The bidder shall have minimum 3 years of experience of supplying items covered under this tender in bulk in India and/or abroad (Valid proof has to be attached).
- iii) The bidder shall have a minimum turnover of Rs.40,00,000/- during last three years ending 31st March of the previous financial year. (Attested copies of income tax returns of last 3 financial years must be submitted along with the technical bid)
- iv) The bidder shall not have been blacklisted by any of the Departments/Ministries/organisation of the Government of India. A duly signed undertaking to this effect must be submitted with the technical bid;
- v) The bidder should possess valid GST registration. Attested copies of the same must be submitted with the technical bid;

4. Submission of bids:-

- i) The bids (technical and financial) shall be posted/handed over to High Commission of India, Colombo, 36-38, Galle Road, Colombo 03, Sri Lanka not later than 1230 hrs on 06.10.2023 in separate covers.
- ii) The bids (complete in all respect) must be posted as explained below:-

Cover 1 - (Technical Bid)		
Sl. No.	Document	
1.	EMD of Rs. 2,00,000/- (<i>Rupees Two Lakh only</i>)(scanned copy) and bank details (certified copy)	
2.	Income Tax return and copy of balance sheet (including profit & loss account statement) for last three financial years	
3.	GSTIN NO. along with registration certificate	
4.	Proof of minimum 2 years of experience of supplying items covered under this tender in bulk in India and/or abroad	
5.	Undertaking that the bidder has not been blacklisted by any Departments / Ministries / Organisations of the Govt of India / State Govt.	
6.	Registration and incorporation certificate of firm / Company	
7.	Compliance statement that bidder agrees to all terms and conditions of this tender document	
8.	Copy of PAN card	
9.	Certificate that the quality, material and capacity of solar lanterns supplied by the bidder are in compliance with the specifications mentioned at Annexure II.	

Cover-2(Financial Bid)		
Sl. No.	Document	
1.	Financial bid as per Annexure-I of this tender document (should be quoted in INR)	

- iii) Bidders are requested to post/hand over their bids (technical and financial in separate envelopes) documents to High Commission of India, Colombo, 36-38, Galle Road, Colombo 03, Sri Lanka (original and duplicate) in a sealed cover marked “Tender for Supply and transportation of 4000 Solar Lanterns in Sri Lanka”
- iv) Companies shall submit their quote in Indian Rupees (INR).
- v) Earnest Money Deposit (EMD)/Bid Security: The amount of EMD shall be INR **200,000/-**. The EMD *in the form of Bank Guarantee* shall be submitted along with the Technical bids (in the same envelope). EMD should be drawn in favor of High Commission of India, Colombo issued by State Bank of India payable at “State Bank of India, Colombo”. The Bid Guarantee should be valid for a **period of 45 days beyond the bid validity period**. Bidders are requested to provide a letter of confirmation from the concerned Bank Guarantee issuing authority to the High Commission of India at dc.colombo@mea.gov.in along with the following details:
- I. Date of issue
 - II. Bond number
 - III. Value
 - IV. To whom the bond is issued
- a. Tender received without EMD or EMD for lesser amount will be summarily rejected.
 - b. The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case except where bidder(s), if any, intends to seek exemption from furnishing EMD submits proof of relevant documents authorising the same. **The bidders will have to submit ink-signed certificate of such document for verification of their authenticity as and when required.**
 - c. The EMD will be returned to the bidder(s) whose offer is not accepted by High Commission of India, Colombo within 30 days from the date of signing the agreement with the successful bidder. In case of unsuccessful bidders during first stage (i.e. technical evaluation) will be returned within 30 days of declaration of result of first stage. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.
 - d. The EMD of the successful bidder will be returned on receipt of Performance Guarantee.
 - e. **EMD of a bidder will be forfeited, if the tenderer withdraws or amend its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.**
5. **Financial Bid:-** The bidder must submit their financial bid in the prescribed format specified at **Annexure I** of this tender document and no other format is acceptable. If the format is found to be modified, the bid will be rejected. The bidders are strictly advised to refrain from quoting unrealistic prices, at which they may not make supplies later;
6. **Critical Dates:-** Given in page no. 1 of the Tender document
7. **Extension of last date at the Discretion of the High Commission of India, Colombo:-** The High Commission of India, Colombo may at its discretion can extend the last date for submission of the bids and such extension shall be binding on all the Bidders. Addendum/Corrigendum, if any in this regard, will be published on the High Commission of India, Colombo’ website: <https://hcicolombo.gov.in>, Ministry of External Affairs website: www.mea.gov.in and Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>

8. Opening of Technical Bid & Financial Bid:-

- i) The sealed quotations (technical bids) will be opened on 06.10.2023 at 1430 hrs at High Commission of India, Colombo. Bidders can attend the same virtually or physically. (Virtual link for participation shall be put up on the website: www.hcicolombo.gov.in) After scrutiny of technical bids by the TEC, financial bids will be opened.
- ii) Financial bids of only those bidders, whose technical bids are declared eligible by the committee, will be evaluated;
- iii) After scrutiny of technical bids, the High Commission of India, Colombo shall shortlist the eligible bidders and inform them of the date and time of opening of the Financial Bids. Eligible bidders could participate in the financial bid opening either virtually or physically. (Virtual link for participation shall be put up on the website: www.hcicolombo.gov.in .)
- iv) In case the date of opening of tender is declared a holiday for unexpected reasons, the tender shall be opened same time on the next working day;

9. Validity of Bid:-The bids shall be valid for a period of 120 days from the last date of submission of bids. A bid for a shorter period of validity shall stand rejected.

10. Non transferability:- This tender is non-transferable. Incomplete and conditional Tenders will be summarily rejected.

11. Non-withdrawal of Bids:- No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm will be forfeited.

12. Basis of awarding the contract:-

- i) The contract shall be awarded on the basis of Technical Evaluation Committee's evaluation report.
- ii) If more than one bidders have offered the same rate, the High Commission of India, Colombo reserves the right to classify all such bidders as L1 and award the work to any one of such L1 bidders based on relevant parameters in respect of bidders;

13. Purchasers Rights:-

- i) High Commission of India, Colombo reserves the right to accept/reject any or all the Bids in whole or in part and annul the bidding process without assigning any reason whatsoever;
- ii) High Commission of India, Colombo reserves the right to relax/withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract;
- iii) High Commission of India, Colombo reserves the right to black list a bidder for a suitable period in case the firm fails to honour its bid without sufficient grounds;
- iv) If a firm after award of the contract violates any of the terms and conditions, it shall be blacklisted and its performance guarantee shall be forfeited;
- v) Terms and conditions specified at **Annexure-III** of the Tender Document shall be binding on the Supplier;
- vi) It shall in no way be binding on the High Commission of India, Colombo to purchase the exact number of quantities as indicated in the Tender Document. The actual quantities that may be purchased by the High Commission of India, Colombo may vary;

14. Delivery & Penalty for delayed services:-

- i. The items duly inspected, against all the orders received by the bidder will be delivered to Assistant High Commission of India, Kandy No. 01 A, Mahamaya Mawatha , Kandy , Sri Lanka. These solar lanterns shall be delivered as early as possible but not later than 90 days from the date of issue of purchase order.

ii. Liquidated damages – Liability for Delay:

In the event of the Supplier's (successful bidder) failure to delivery by the date/dates specified to it, the purchaser (High Commission of India, Colombo) **shall** deduct or recover from the contractor as liquidated damages, a sum of half percent (0.5%) of the contract price of the undelivered items for each and every week or part of a week up to a maximum of ten percent (10%) of the total price. But if the supplier during the course of execution of the order at any stage anticipates a delay in supplies beyond the agreed delivery schedule, the supplier **should** promptly notify the purchaser, who may admit as reasonable ground for further time and grant an extension to the delivery schedule by issue of an amendment to the supply order.

iii. Transit Insurance:

The purchaser (High Commission of India, Colombo) will not pay separately for any transit insurance and the Supplier will be responsible up to the time the items arrive in good condition at their final destination. Items lost in transit or received broken or short will be replaced by supplier at no extra charge.

iv. Shipping Procedure:

Shipping arrangements will be made by the Supplier. Shipping may be done by road, rail, vessels and airlines, which operate directly to the concerned destination without requiring trans-shipment en-route where a single carrier can't be used for reasons beyond shippers control; trans-shipment may be permitted. All freight is to be shipped on CIF basis.

v. Despatch Instructions:

- a) The shipment will be treated as a diplomatic consignment during its clearance in Sri Lanka with High Commission of India, Colombo as the consignee. Since it is a diplomatic consignment, there are exemptions and relaxations on taxes, duties and other levies by Government of Sri Lanka. Separate charges on taxes and duties, if any, by Government of Sri Lanka shall be reimbursed on actual basis, subject to the payment of receipts. More details on this front will be shared with the successful bidder.
- b) The Supplier should make all the necessary arrangements for the packing and transportation of all the items to the destined places in Sri Lanka.
- c) The following documents/details for clearance of items to be sent by air mail to Consignee/Landing officer within seven days of the ship leaving the Port and by same flight in case of air despatch.
 - i. Full set of three original copies of Bill of Lading/Airway Bill.
 - ii. Three copies of bill of Lading/Airway Bill showing freight charges/ freight sheets
 - iii. Two copies of the signed invoices showing the value and also the name of the consignee. The invoices should indicate the various types of commission/discount, if any allowed for levying customs duty. The invoices should be prepared in terms of the Customs Tariffs of the importing country.
 - iv. Country of Origin Certificate.
 - v. Packing list showing individual dimensions and weight of packages.
 - vi. Insurance Report(where items are insured)
 - vii. MSDS (Material data safety sheet)
 - viii. UN number
 - ix. IP certificate

vi. Packing Instructions:

- a) **Packing-** Every piece shall be suitably packed, supplier will be liable for any damage to the goods due to inappropriate packing and not taking appropriate majors for transportation of the goods.

vii. Warranty:

1 year from the date of supply of material to the purchaser.

15. Genuineness of the supplies:-

- i. In case of any manufacturing defect of any shape/kind, damage of any type such as breakages etc. the item shall have to be immediately (within 60 days) replaced with a new one.
- ii. The supply shall be completed within the delivery time as per Terms & Conditions of the Tender Document from the date of placement of Purchase Order;

16. Mode of Payment:-

- i) Payment against bill/invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of High Commission of India, Colombo;
- ii) Payment will be made by High Commission of India, Colombo through cheque. No request for other mode of payment will be entertained;
- iii) No advance payment will be made in any case.

17. Performance Bank Guarantee (PBG):-

- i) Successful Bidder will be required to submit a performance bank guarantee of 10% of the actual supply order value, at the time of award of work along with the acceptance of award of work;
- ii) Performance bank guarantee should be drawn in favor of High Commission of India, Colombo issued by State Bank of India payable at “State Bank of India, Colombo”
- iii) Performance bank guarantee shall be valid for a period of sixty days beyond the ~~warranty~~ *date of completion of all contractual obligations of the supplier including warranty obligations*.
- iv) If successful bidder(s) fails to furnish the required bank guarantee within the specified period, EMD will be forfeited and the bidder will be barred from participating in future tenders of the High Commission of India, Colombo.

18. Amendment of Bidding Document:-

- i) At any time prior to the deadline for submission of bids, the High Commission of India, Colombo may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document;
- ii) Any amendment in the bidding document, at any time prior to the deadline for submission of bids, shall be uploaded as “corrigendum” on the High Commission of India, Colombo’ website: <https://hccolombo.gov.in>, Ministry of External Affairs website: www.mea.gov.in and Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Such amendments/ modifications shall be binding on all the prospective bidders;
- iii) High Commission of India, Colombo at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids;
- iv) High Commission of India, Colombo reserves the right to amend or withdraw any of the terms and conditions contained in the tender document or to reject any or all the tenders in whole or in part without giving any notice or assigning any reason;
- v) Further Addendum/Corrigendum if any will be uploaded onto the website of HCI, MEA & CPP portal only. The decision of High Commission of India, Colombo, in this regard, shall be final and binding on all.

19. Corrupt or Fraudulent Practices:-

- i) It is expected that the bidders who wish to bid for this tender have highest standards of ethics;
- ii) High Commission of India, Colombo shall reject the bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this order;
- iii) High Commission of India, Colombo may declare a bidder ineligible, either indefinitely or for a stated duration, if it at any time determines that the bidder has engaged in corrupt and fraudulent practices during the execution of order.

20. Force Majeure:-

Each party shall be excused for the non-performance of any of his obligations if and to the extent to which such non-performance is caused by the supervision of *force majeure* PROVIDED that the party whose performance is so affected immediately and in writing notifies, the other of the disasters or other acts of God, war, civil commotion, strikes, sabotage, explosions, epidemics, quarantine restrictions and such other occurrences beyond the control of either party.

21. Settlement of Disputes and Arbitration:-

If any dispute arises in successful supply and delivery of the items with successful bidder with regard to the interpretation, meaning and breach of the terms and conditions, the matter shall be resolved in accordance with ICADR Arbitration Rules, 1996. The seat of arbitration shall be New Delhi and the language shall be English.

22. Governing Laws and Disputes:-

All disputes shall be construed and governed by the Laws of India and the parties hereby submit to the exclusive jurisdiction of the Courts of Law of Delhi.

(Eldos Mathew Punnoose)
Counsellor (PI&DC)
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Annexure I
Financial Bid

Bidder Name							
PRICE SCHEDULE (Template must not be modified by the bidder and the same should used for quoting price else the bidder is liable to rejected for this tender. Bidders are allowed to enter the bidder name and values only)							
Sl.No	Item Description	Quantity	Per unit cost	GST amount in % (To be entered by the Bidder)	Total Amount Without Taxes	Total Amount With Taxes (in figures)	Total Amount with Taxes (In Words)
1	Solar Lantern(supply and deliver upto the destined place in Sri Lanka)	4000					
TOTAL in Figures							
Quoted rate in Words							

Annexure –II

Technical specification for Solar Lantern:

Broad Performance Specifications:

PV Module: 4 Wp under STC

Battery: Sealed maintenance free lead acid battery with a capacity up to 7 AH, at voltage up to 12V @ C/20 rate of discharge or NiMH or Lithium-Ion of requisite capacity.

Light Source: 2.0 Watts (max.) W-LED luminaire, dispersed beam, soothing to eyes with the use of proper optics and diffuser

Light Output: The lamp should have two levels of light (operation at 100 % power and 60%power) to take care-of the different lighting needs.

Duty Cycle: 4 hours a day (at full brightness level), under average daily insolation of 5.5 kWh/sq.m. on a horizontal surface.

Illumination:

Distance 1 foot: 50 Lux measured horizontally & 160 Lux measured vertically

Distance 2 feet: 10 Lux measured horizontally & 50 Lux measured vertically

Distance 3 feet: 04 Lux measured horizontally & 22 Lux measured vertically

Distance 4 feet: 2.5 Lux measured horizontally & 15 Lux measured vertically

Distance 5 feet: 1.5 Lux measured horizontally & 8 Lux measured vertically

PV Module Technical Details:

(i) Indigenously manufactured PV modules should be used in the solar lantern.

(ii) The PV module should have crystalline silicon solar cells, and should have humidity, freeze and damp heat tests certificate conforming to IEC 61215 Edition II / BIS 14286 from an NABL or IECQ accredited Laboratory.

(iii) The PV module must have a minimum of 4 Wp / 8Wp at a load voltage* of 8.6 V for 6 volt battery / 16.4 V for 12 volt battery or appropriate voltage for charging of battery used, under the standard test conditions (STC) of measurement.

(iv) The module efficiency should not be less than 10%.

(v) The terminal box on the module should have a provision of opening it for replacing the cable, if required.

(vi) There should preferably be an arrangement (stand) for mounting the module at an optimum angle in the direction facing the sun.

*The load conditions of the PV module are not applicable for the system having MPPT.

Battery:

(i) Sealed maintenance free lead acid battery with a capacity of up to 10 AH, at voltages of up to 12 V @ C/20 rate of discharge

OR

NiMH / Lithium-Ion / Lithium-Ferro Phosphate of requisite capacity.

(ii) Battery should conform to the latest BIS/ International standards.

Light Source:

(i) The light source will be of White Light Emitting Diode (W-LED) type.

(ii) The colour temperature of W-LED(s) used in the system should be in the range of 5500°K – 6500°K .

(iii) W-LED(s) should not emit ultraviolet light .

(iv) The light output from the W - LED should be constant throughout the duty cycle .

(v) The housing should be suitable for indoor as well as outdoor use.

Electronics:

(i) Efficiency of the electronic system should be at least 85%.

(ii) Electronics should have temperature compensation for proper charging of the battery throughout the year.

(iii) The idle current should be less than 1 mA

(iv) The PCB containing the electronics should be capable of solder free installation and replacement.

(v) Necessary lengths of wires/ cables, switches suitable for DC use and other protections should be provided.

(vi) The system should have a USB port for mobile charging.

Electronic Protections:

(i) Adequate protection is to be incorporated for “No Load” condition, e.g. when the lamp is removed and the lantern is switched ON.

(ii) The system should have protection against battery overcharge and deep discharge conditions.

(iii) The load reconnect should be provided at around 80% of the battery capacity status.

(iv) Adequate protection should be provided against battery reverse polarity.

(v) A fuse should be provided to protect against short circuit conditions.

(vi) Protection for reverse flow of current through the PV module should be provided.

(vii) During the charging, lamp cannot be switched “ON”.

Indicators:

The system should have two indicators, green and red.

The green indicator should indicate the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged.

Red indicator should indicate the battery “Load Cut Off” condition.

Quality & Warranty:

(i) The complete Solar Lantern with W-LED will be warranted for five years.

(ii) The Battery must be warranted for a minimum period of Two years

(iii) The Warrantee/ Guarantee Card to be supplied with the Solar Lantern must contain the details of the system supplied.

Operational & Maintenance Manual:

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

Basic principles of Photovoltaics.

A small write-up (with a block diagram) on Solar Lanterns - its components, PV module, battery, electronics and luminaire and expected performance.

Significance of indicators.

Type, Model number, Voltage, capacity of the battery, used in the system.

The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of W-LEDs used in the lighting system.

Clear instructions on mounting, operation, regular maintenance and trouble shooting of the Solar Lantern.

Instructions on replacement of battery.

DO's and DONT's.

Name and address of the contact person for repair and maintenance during the warranty

Annexure – III

**High Commission of India
Colombo

Terms & Conditions

1. Prices:

The prices should be quoted on fixed and firm basis (inclusive of making, packaging and transportation) for free delivery on Board (FOB). The supplier will be responsible for bearing all the charges (including transportation, insurance, charges at both origin and destination, but excluding taxes and duties levied by Government of Sri Lanka) of supplying the required items to the destined place in Sri Lanka (Kandy).

2. Specifications: As per description of the items mentioned in **Annexure-II**.

3. Sales Tax/Excise Duty/Custom Duty/GST: As applicable (detailed in the NIT).

4. In event the supplier fails to despatch replacements of items lost in transit or received broken/damaged/defected or short by the consignee, within 60 days of the receipt of the other items, the payment of such items (broken/damaged/defected/missing) will be withheld.

5. The supplier will be responsible for replacement/ rectification of defected items within warranty period. Warranty period will commence from the date of satisfactory delivery of the items.

6. Retention money (5% of the tendered cost) will be retained and will be released after the warranty period.
