# Mohanlal Sukhadia University, Udaipur Department of Physics

NOTICE INVITING E-BID PHY/CS/RUSA/E-Tender/2020/747 Dated: 15/12/2020

# **Bidding Document**

(For Procurement of **Solar Simulator**)

Single Stage Online Bid under Two Cover Systems

Last Date for Bid Submission is December 31, 2020

### NOTICE INVITING TENDER THROUGH E-PROCUREMENT

### PHY/CS/RUSA/E-Tender/2020/747 Dated: 15/12/2020

Online bids are invited from interested firms under single stage two bid system for procurement of **Solar Simulator** at Mohanlal Sukhadia University Udaipur Rajasthan. Manual bids shall not be entertained. **Tender document may be downloaded** from website SPPP Rajasthan (<a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a>), e-procurement <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> and University website (<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> and (<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> and (<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> and (<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> and (<a href="https://eproc.rajasthan.gov.in">https://eproc.raja

As per schedule as given in **CRITICAL DATE SHEET** as under.

Note: - Online single stage tender two bid system (technical and financial) must be uploaded strictly in accordance with all the terms & conditions of the University, otherwise the tender shall not be considered and shall be rejected outright. Counter conditions shall not be accepted. Bidders should read these conditions very carefully and comply strictly before submitting their tender. If a bidder has any doubts regarding the interpretation of any of the conditions or specifications mentioned in these documents, before submitting the tender, refer to the Head, Department of Physics and obtain clarification. The decision of the Head, Department of Physics regarding interpretation of the conditions and specification shall be final and binding on the bidders.

### **CONTENTS OF TENDER DOCUMENT**

S. NO.	<b>Description of Contents</b>	Page No./ Annexure
1.	e-Tender No.	PHY/CS/RUSA/E-Tender/2020/747
2.	Critical Date Sheet, Tender Fee, EMD and tender Notice	3
3.	Technical Specifications	5
4.	Terms and Conditions	6-16
5.	Compliance Sheet	Annexure-I
6.	Organization Declaration Sheet	Annexure-II
7.	List of organizations where the same products have been supplied (in last three years)	Annexure-III
8.	Format for Performance Bank Guarantee	Annexure-IV
9.	Mandate Form for Electronic Fund Transfer/RTGS Transfer	Annexure-V
10.	Integrity Pact	Annexure-VI
11	Training of personal	Annexure-VII
12.	Financial bid form	Annexure VIIIA & VIIIB

Head Department of Physics Mohanlal Sukhadia University Udaipur A. CRITICAL DATE SHEET, TENDER FEE and EMD

	DIIV/GG/DIIGA/E E 1 /0000/E45
Tender No and Date	PHY/CS/RUSA/E-Tender/2020/747 dated 15-12-2020
Date of Issue	15-12-2020
Document Downloads/Sale Start Date & Time	17-12-2020 (09:00 AM)
Bid Submission Start Date & Time	17-12-2020 (09:00 AM)
Bid Submission End Date & Time	31-12-2020 (05:00 PM)
Bid Fees Submission Last date & Time	31-12-2020 (03:00 PM)
Date & Time for Opening of Technical Bids	02-01-2021 (12:00 NOON)
Tender Fee and EMD	RISL bid <b>Processing</b> fee: <b>Rs. 500</b> /-, <b>Tender Fee</b> : <b>Rs. 1180</b> /- (Rs. 1000+GST @18% i.e. Rs. 180) <b>Rs. 50,000</b> /- (For EMD 2%) (All Fees to be paid through RTGS/NEFT). Bank details of beneficiary are as under:  Name: HEAD DEPARTMENT OF PHYSICS, MLSU, Udaipur Bank Name: ICICI BANK Branch Address: Bapu Bazar, Udaipur Bank Account No.: 693301413619 IFSC Code: ICIC0006933 MICR Code: 520485782  (This is mandatory that UTR Number is provided)
Performance Security	5 %
Warranty	3 years
Bid Validity days	180 days
Address for Communication	Department of Physics, University College of Science, Mohanlal Sukhadia University, Durga Nursery Road Udaipur – 313001 (Rajasthan).

(Abridged Form of Notice Inviting E-Bids to be published in newspapers with UBN Nos.)

# DEPARTMENT OF PHYSICS, MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR NOTICE INVITING E- BID No.- PHY/CS/RUSA/E-Tender/2020/747 Dated 15-12-2020

Single stage online unconditional bids under two-cover system are invited for the procurement of **Solar Simulator** for Research purpose (Total estimated cost 25.00 Lakhs) from manufacturers/ authorized distributors/ authorized dealers up to <u>05:00 PM of 31-12-2020</u>.

Details of required number of items, estimated cost, specifications and other terms and conditions etc. may be seen in the Bidding Documents on the website <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a>, <a href="https://sppp.rajasthan.gov.in/">h

**NIB Code: SUU2021A0079** 

**UBN: SUU2021GLOB00130** 

Head, Department of Physics, Mohanlal Sukhadia University, Udaipur



### DEPARTMENT OF PHYSICS MOHANLAL SUKHADIAUNIVERSITY, UDAIPUR

Email: physics@mlsu.ac.in

### **B.** TECHNICAL SPECIFICATIONS

**Item & specifications** { Estimate Cost Rs- 25,00,000/-} S.No 1. Solar Simulator (Comprising of 300W Class AAA Solar simulator, reference cell, probe station, temperature controlled sample stage, calibrated standard cell, spare lamp, source meter interface with supporting measurement and analysis software) Specifications: Solar Simulator: illumination area:  $50 \times 50$  mm, irradiance uniformity: class A, spectral match AM 1.5 G: class A, temporal stability: class A, irradiance at target (AM1.5G, 1 Sun= 100 mW/ cm<sup>2</sup>): 2 suns, Lamp Wattage (watts): 300, Lamp Type: Xenon Short Arc, Ozone free, Working Distance (mm): 380 ± 15, Manual Shutter, Power: 230V AC 50Hz as per Indian standard, Power supply Stability / Ripple/ Regulation: 0.05% / < 1% / 0.02% current variation for 5V line charge. AM 1.5 filter: Air Mass AM1.5G Filter with suitable filter holder, should simulate the terrestrial solar spectrum on the ground when the sun is at a zenith angle of 48.2°, should includes both direct light from the sun, it should simulate the total global irradiance which reaches the ground. Variable Aperture system: should include a variable aperture component, which should allow variation of the output irradiance level without adjusting the power supply, the range of attenuation should be continuously variable within range 0.1- 1 sun which is essential. Vertical adjustable stand: should be for height adjustment as per the application **Beam turner:** need to direct the beam at 360 degree vertical rotation. **Standard Reference Cell for Intensity verification:** spectral region: NIR, UV and Visible. Detector material: Silicon (Si), NEP < 8.10 x 10-15W/Hz½, active area (diameter or square) 2.5mm, Spectral Range (nm): 190-1100 nm, Responsivity: @200nm 0.12 A/W Typical (0.10) minimum), Peak @ 960nm 0.5A/W, Detector Type: Solid State. **Spare lamp:** Spare Lamp Bulb, 300W Xenon Short Arc. **Probe station:** 2 Nos.: Dual probe type with gold Spring Probes with the probe tip gently contacting the surface of the device under test. **Temperature controlled Sample Stage:** Cooling area: 3.5" x 3.5", Temperature Range: 10 -60 °C, Cooling method: should be with integrated thermoelectric controller, Power Input: 230V AC with tiny vacuum pump Calibrated Reference Cell for I-V characteristics verification: the certification should be accredited to the ISO-17025 standard and traceable to both the National Renewable Energy Laboratory (NREL) and the International System of Units (SI), 20 x 20 mm monocrystalline silicon Photovoltaic Cell, should be encased in a metal enclosure with a protective quartz window and a temperature sensor, Temperature sensor: 100 ohm platinum Resistance Temperature Detector (RTD with a set of connecting cables, parameters of the reference cell should be certified for the I<sub>sc</sub>, I<sub>max</sub>, V<sub>oc</sub>, V<sub>max</sub>, P<sub>max</sub>, Area, Fill Factor and Efficiency. Current-Voltage Measurement System: 20W Version for Continuous Solar Simulators, Measurement Resolution (Current / Voltage) 1pA / 100nV, Current range: /100mA/10mA/ 1mA/100uA/10uA/1uA, Voltage range: 20V/2V/200mV, 4 terminal designs, Separate terminal interface for voltage and current measurements. Measurement & Analysis Software: Number of sample points should be selected between 10 and 100, Each I-V curve dataset may be saved as a separate ASCII text file, should be suitable for 32 bit or 64 bit windows operating system, Automated analysis & calculation of V<sub>oc</sub>, I<sub>sc</sub>, FF, R<sub>s</sub>, R<sub>sh</sub>, efficiency, P<sub>max</sub>, etc, Compact type design will be preferred

### A. TERMS AND CONDITIONS

### 1. Pre-condition for applying

The following criteria must be fulfilled by a bidder for submitting bid

- 1.1 The bidder must be a company/firm registered under the India Company Act, 1956 or a proprietary firm or a firm registered under partnership Act 1932. No consortium is allowed. Necessary certificates must be enclosed.
- 1.2 The bidder must be a manufacturer/authorised dealer /supplier of equipment/ software (as applicable in this bid) of reputed brand used in at least 5 Universities /Educational Institutions in the country.
- 1.3 The Manufacturer of the equipment/experiments/software should have been in the business during last three years with dealer/supplier network in different locations in the country.
- 1.4 The manufacturer should have own service engineers capable of installing/servicing equipments/ software at the site of the customer. A certificate from manufacturer must be attached.
- 1.5 The turnover of the company during last financial year must be Rs. 25 lakh or more.

### 2 Preparation of Bids:

The offer/bid should be submitted in online two bid systems (i.e. Technical bid and financial bid). The technical bid should consist of all technical details (section B technical specification) along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format i.e BOQ (Annexures -VIIIA & VIIIB).

Technical and Financial Bids are to be submitted online in PDF format only.

- **2.1. Technical Bid Format & Content:** The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.
- **2.2** The prospective bidders are requested to go through the Terms and Conditions of the contract carefully. The bid documents (Technical and Financial) are to be uploaded as per Annexure I and VIIIA & VIIIB. The rates quoted in the BOQ (VIIIA and VIIIB) should be inclusive of all charges such as labour, transportation, storage etc. but exclusive of applicable taxes. Incomplete or ambiguous uploaded bids without documentary proof will not be considered.

### 2.3. Format and Signing of Bid

- 2.3.a. The bid forms/templates/annexure etc. wherever applicable in technical Bid shall be typed or written in indelible ink and shall be signed (all the pages) by a person duly authorized to sign, in token of acceptance of all the terms and conditions of the bidding document. This authorization shall consist of a written letter of Authorization as per Annexure-V.
- 2.3.b. Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized person signing the bid.
- 2.3.c. The bid, duly signed (digitally) by Authorized signatory, should be uploaded on the eProc portal in respective file/ format.

### 2.4. Bid opening/Opening of Tenders:

- 2.4.a. The Bid Evaluation Committee will perform the bid opening, which is a critical event in the bidding process.
- 2.4.b. The Technical Bids shall be opened online through e-procurement portal https://eproc.rajasthan.gov. Bidder may access the document online.
- 2.4.c. All the bids uploaded up to specified date and time shall be opened online, on date and time at the specified place in the presence of bidders or their authorized representatives who may choose to be present as per procedure laid down in RTPP Rules 2013 and as amended from time to time. Alternatively, the bidders may also view the bid opening status/ process online at eProc website.
- 2.4.d. All the documents comprising of technical bid/cover shall be opened ONLINE on the eProc website (only for the bidders who have submitted the prescribed fee(s) intimated/ submitted transition reference to Head, Department of Physics, Mohanlal Sukhadia University, Udaipur.

### 2.5. Evaluation of Technical Bid

- 2.5.a. The evaluation shall be completed by the Bid Evaluation Committee as early as possible after opening of technical bids.
- 2.5.b. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification."
- 2.5.c. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria and only those found fit will be eligible for financial bid opening.
- 2.5.d. The firms qualifying in technical evaluation will be informed.
- 2.5.e. The bid evaluation committee shall have full powers to undertake negotiations, if any.

- 2.5.f. Tendering authority's Right to accept/Reject any or all of the Bids: The tendering authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the bidders.
- 2.5.g. Price/purchase preference in evaluation: Price and/or purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

### 2.6. Evaluation of Financial Bids

- 2.6.a. The Financial bids/cover or bidders who qualify in technical evaluation shall be opened ONLINE at the notified time, date and place in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/process online on e-proc website.
- 2.6.b. The process of opening of financial bids/covers shall be similar to that of technical bids.
- 2.6.c. Acceptance of the Tender/Bid:
  - The tendering authority shall award the Contract to the bidder whose proposal/bid has been determined to be the lowest value bid.
  - As soon as a bid is accepted by the tendering authority, its written intimation (LOA) would be sent to the concerned bidder asking to execute an agreement.
  - The acceptance of an offer is complete as soon as the letter of communication is posted to the last notified address/correct address of the bidder(s).
  - The acceptance of the bid shall also be placed on website of www.mlsu.ac.in.
- **2.7.** The rates once finalized will not be enhanced/reduced during the currency of contract. In case of foreign currency, conversion rates in INR will be taken on that day when financial bid will open.
- **2.8.** In case the rates quoted by the tenderers are very high or do not suit the University, negotiation may be undertaken for reducing the quoted rates.
- **2.9.** Merely quoting of lowest rates does not mean that order shall be given to that firm. The purchase committee /competent authority will finally decide on the basis of quality and performance of past installations.
- **2.10.** Approved tenderer will have to execute an agreement in prescribed format on a non-judicial stamp of 0.25% purchase cost within 15 days from receipt of the order along with security money.

### **3.EMD:**

3.1 The Tenderer should submit an EMD amount through RTGS/NEFT. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful tenderers after the award of contract.

3.2 In case of successful bidder shows inability at any stage, after the contract is finalized and awarded, for whatsoever reason(s), to honour the contract, the EMD / performance security deposited would be forfeited.

#### 4. Refund of EMD:

The EMD will be returned to unsuccessful tenderers only after the Tenders are finalized. In case of successful Tenderer, it will be retained till the successful, complete installation of the equipment and receipt of performance security.

**5. Acceptance/ Rejection of bids:** The University reserves all rights to reject any bid not fulfilling the eligibility criteria.

### 6. Eligibility Criteria:

- 6.1 Tenderer should be the manufacturer / authorized dealer. Letter of Authorization from original equipment manufacturer (OEM) specific to the tender should be enclosed.
- 6.2 An undertaking from the OEM is required stating that they would facilitate the tenderer on a regular basis with technology/product updates and extend support for the warranty as well. (Ref. Annexure-II)
- 6.3 OEM should be Nationally/Internationally reputed Company.
- 6.4 Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between tenderer specification and supporting documents etc. may lead to rejection of the bid.
- 6.5 In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 6.6 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

### 7. Performance Security:

The firm, to whom the tender will be awarded, will have to deposit the performance security equal to 5 % of total amount at the time of installation of equipment. If services are not found to be satisfactory, the performance security liable to be forfeited. No interest will be paid on performance security.

### 8. Force Majeure:

The Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 8.1 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 8.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 9. Risk Purchase Clause:

In event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from the other source on the total risk of the supplier under risk purchase clause.

### 10. Packing Instructions:

Each package will be marked on three sides with proper paint/indelible ink, the following:

- Item Nomenclature
- Order/Contract No.
- Country of Origin of Goods
- Supplier's Name and Address
- Consignee details
- Packing list reference number

### 11. Delivery and Documents:

Delivery of the goods should be made within 06 months from the date of placement of purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser and the insurance company by cable/telex/fax/e mail the full details of the shipment including contract number, railway receipt number/ AAP etc. and date, description of goods, quantity, name of the consignee, invoice etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- Four Copies of the Supplier invoice showing contract number, goods' description, quantity.
- Unit price and total amount.
- Insurance Certificate, if applicable.
- Manufacturer's/Supplier's warranty certificate.
- Inspection Certificate issued by the nominated inspection agency, if any.
- Supplier's factory inspection report.
- Certificate of Origin (if possible, by the beneficiary).
- Two copies of the packing list identifying the contents of each package.

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

### 12. Liquidated Damages (L.D):

If a supplier fails to execute the order in time as per the terms and conditions stipulated therein, it will be open to the purchaser to recover liquidated damages for delay in delivery and installation from the supplier at the rate 0.5% of the value of the order per week subject to a maximum of 10% of the total order value. The L.D charges can be increased in case of gross violation of the purchase order terms as decided by the Comptroller of the University.

### 13.Prices:

If any bidder wants to quote in foreign currency, the final price is to be quoted in INR only for F.O.R, Department of Physics, M.L.S. University Udaipur, including air/sea freight, insurance, custom duty against CDEC (DSIR Certificate), custom clearing charges and transportation up to M.L.S. University, Udaipur. The final price should be inclusive of all charges, but exclusive of taxes.

### 14. Progress of Supply:

Wherever applicable, supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under:

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

### 15. Resolution of Disputes:

The dispute resolution mechanism would be as follows:

15.1. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Comptroller, MLSU, Udaipur and if he is unable or unwilling to act, the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

15.2. In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (i) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

15.3 The venue of the arbitration shall be the place from where the order is issued.

### 16. Applicable Law:

The place of jurisdiction would be Udaipur, Rajasthan.

### 17. Right to Use Defective Goods:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the purchaser's operation.

### 18. Transfer and Subletting:

The supplier shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

### 19. Supplier Integrity:

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

#### 20. Installation & Demonstration:

20.1. The supplier is required to do the installation and demonstration of the equipment within two weeks of the arrival of materials at the site of installation at M.L.S. University; otherwise, the penalty clause will be the same as per the supply of materials.

20.2. In case of any damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk. M.L.S. University, will not be liable to any type of losses in any form.

### 21. Insurance:

For delivery of goods at the purchaser's premises, the appropriate insurance shall be obtained by the supplier from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes.

22. Warranty: 22.1. Warranty period shall be (as stated in "technical specifications" of this tender) from date of installation of Goods at M.L.S. University. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.

22.2. The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall arrange to repair or replace the defective goods or parts within 15 days free of cost in M.L.S. University. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 15 days. If the supplier having been notified fails to remedy the defects within 15 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

### 23. 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. Duties

Mohanlal Sukhadia University is exempted from paying custom duty under notification No.51/96 as amended from time to time and necessary "Custom Duty Exemption Certificate" will be provided, if needs (since the M.L.S. University has DSIR Certificate) along with other documents as follows:

- 25.1. Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)
- 25.2 Forwarder details i.e. Name, Contact No., etc.

### 26. Payment:

24.1 For imported items, Payment will be made through irrevocable Letter of Credit (LC). Letter of Credit (LC) will be established in favour of foreign Supplier after the submission of performance security. LC will be opened for 100% CIF value. 90% of the LC amount shall be released on presentation of complete and clear shipping documents and 10% of the LC amount shall be released after the satisfactory installation and demonstration of the equipment at the M.L.S. University.

24.2 All the bank charges within India will be borne by the University and outside India will be borne by the Supplier.

### 27. User list:

Brochure detailing technical specifications and performance, list of industrial and educational establishments where the items enquired have been supplied must be provided (Ref. Annexure-III).

### 28. Site Preparation:

The supplier shall inform to the University about the site preparation, if any, needs for the installation of equipment, immediately after the receipt of the purchase order. The supplier must provide complete details regarding space and all the other infrastructural requirements need for the equipment, which the University should arrange before the arrival of the equipment to ensure its timely installation and smooth operation thereafter.

The supplier may visit the University and see the site where the equipment is to be installed and may offer his advice and render assistance to the University in the preparation of the site and other pre-installation requirements.

### 29. Spare Parts:

The Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier. Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract. In the event of termination of production of the spare parts; Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six months of placement of order.

**30. Defective Equipment:** If any of the equipment supplied by the Supplier is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. The prices of such equipment shall be refunded by the Supplier with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at suppliers cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part (s) in equipment, if found before installation and/or during warranty period, shall be replaced within 30 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, M.L.S. University may consider "Banning" the supplier.

### 31. Termination for Default:

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

- If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the order, or within any extension thereof granted by the Purchaser.
- If the Supplier fails to perform any other obligation(s) under the Contract.
- If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Clause:
  - "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower and includes collusive practice among Tenderer (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

### 32. Downtime:

- During the warranty period, not more than 2% downtime will be permissible. For every day
  exceeding permissible downtime, penalty of 1/365 of the 1% of the value will be imposed.
  Downtime will be counted from the date and time of the filing of complaint within business
  hours.
- Supplier should clearly mention about their service set up in India (preferably in Northern part of India) for prompt service support along with contact details of service engineers specially trained on the offered system.

### 33. Training of Personnel:

The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the University premises, immediately after completing the installation of the equipment as per Annexure VII.

### 34. Compliancy certificate:

This certificate must be provided indicating conformity to the technical specifications (Annexure-I).

### 35. Award of Contract:

Mohanlal Sukhadia University shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on the Grand Total calculated of all items + taxes etc. of the Price Bids. However, M.L.S. University reserves the right and has sole discretion to reject the lowest evaluated bid.

If more than one bidder happens to quote the same lowest price, M.L.S. University reserves the right to decide the criteria and further process for awarding the contract, decision of M.L.S. University shall be final for awarding the contract.

### 36. Additional Points:

If the ITEMS supplied by the Bidder fail during the warranty period, the supplier is required to repair/replace faulty devices or components. If the ITEMS show frequent failure and requires frequent repair during warranty period, the supplier is required to replace the system free of cost.



### DEPARTMENT OF PHYSICS MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

### **ANNEXURE-I**

### **COMPLIANCE SHEET: TECHNICAL SPECIFICATION**

To: Head, Department of Physics, Mohanlal Sukhadia University, Udaipur - 313001

Name of Supply: Solar Simulator	Quantity 1 Nos
Name of Supplier:	
(The Bidder must write Yes/No against each	<b>specification</b> of the equipment. Any deviation may be mentioned explicitly)

S.	Item & specifications	Make &	Compliance	Deviation,
No.		model	(Yes/No)	if any
	Solar Simulator			
	(Comprising of 300W Class AAA Solar simulator, reference cell, probe station,			
	temperature controlled sample stage, calibrated standard cell, spare lamp, source			
	meter interface with supporting measurement and analysis software)			
	Specifications:			
	Solar Simulator: illumination area: $50 \times 50$ mm, irradiance uniformity: class A,			
	spectral match AM 1.5 G: class A, temporal stability: class A, irradiance at target			
	(AM1.5G, 1 Sun= 100 mW/ cm <sup>2</sup> ): 2 suns, Lamp Wattage (watts): 300, Lamp			
	Type: Xenon Short Arc, Ozone free, Working Distance (mm): 380 ± 15, Manual			
	Shutter, Power: 230V AC 50Hz as per Indian standard, Power supply Stability /			
	Ripple/ Regulation: 0.05% / < 1% / 0.02% current variation for 5V line charge.			
	1.5 AM filter: Air Mass AM1.5G Filter with suitable filter holder, should			
1.	simulate the terrestrial solar spectrum on the ground when the sun is at a zenith			

angle of 48.2°, should includes both direct light from the sun, it should simulate the total global irradiance which reaches the ground.

**Variable Aperture system:** should include a variable aperture component, which should allow variation of the output irradiance level without adjusting the power supply, the range of attenuation should be continuously variable within range 0.1- 1 sun which is essential.

**Vertical adjustable stand:** should be for height adjustment as per the application requirement.

**Beam turner:** need to direct the beam at 360 degree vertical rotation.

**Standard Reference Cell for Intensity verification:** spectral region: NIR, UV and Visible.

Detector material: Silicon (Si), NEP < 8.10 x 10-15W/Hz½, active area (diameter or square) 2.5mm, Spectral Range (nm): 190-1100 nm, Responsivity: @200nm 0.12 A/W Typical (0.10 minimum), Peak @ 960nm 0.5A/W, Detector Type: Solid State.

**Spare lamp:** Spare Lamp Bulb, 300W Xenon Short Arc.

**Probe station:** 2 Nos. : Dual probe type with gold Spring Probes with the probe tip gently contacting the surface of the device under test.

**Temperature controlled Sample Stage:** Cooling area: 3.5" x 3.5", Temperature Range: 10 - 60 °C, Cooling method: should be with integrated thermoelectric controller, Power Input: 230V AC with tiny vacuum pump

Calibrated Reference Cell for I-V characteristics verification: the certification should be accredited to the ISO-17025 standard and traceable to both the National Renewable Energy Laboratory (NREL) and the International System of Units (SI), 20 x 20 mm monocrystalline silicon Photovoltaic Cell,

should be encased in a metal enclosure with a protective quartz window and a temperature sensor, Temperature sensor: 100 ohm platinum Resistance Temperature Detector (RTD with a set of connecting cables, parameters of the reference cell should be certified for the I<sub>sc</sub>, I<sub>max</sub>, V<sub>oc</sub>, V<sub>max</sub>, P<sub>max</sub>, Area, Fill Factor and Efficiency. Current-Voltage Measurement System: 20W Version for Continuous Solar Simulators, Measurement Resolution (Current / Voltage) 1pA / 100nV, Current /100mA/10mA/ 1mA/100uA/10uA/1uA, Voltage range: 1A range: 20V/2V/200mV, 4 terminal designs, Separate terminal interface for voltage and current measurements. **Measurement & Analysis Software:** Number of sample points should be selected between 10 and 100, Each I-V curve dataset may be saved as a separate ASCII text file, should be suitable for 32 bit or 64 bit windows operating system, Automated analysis & calculation of  $V_{oc}$ ,  $I_{sc}$ , FF,  $R_{s}$ ,  $R_{sh}$ , efficiency,  $P_{max}$ , etc Compact type design will be preferred Standard warranty Three years for complete system along with accessories. Vendor must provide supporting technical literature, proprietary/patent certificates wherever applicable.

	Name:
	Designation:
Organization Name:	
Contact No.:	

## ANNEXURE-II << Organization Letter Head >> <u>DECLARATION SHEET</u>

We,h	ereby certify that all the information and data
Furnished by our organization with regard to these tend our knowledge. I have gone through the specifications, comply with the requirements and intent of specification	conditions and stipulations in details and agree to
I/We hereby unconditionally accept the tender condition document(s)/corrigendum(s) in its totality/entirety.	ns of above mentioned tender
This is certified that our organization has been authorized. Tender. We further certify that our organization meets at this tender document. Moreover, OEM has agreed to surupdates and extend support for the warranty.	all the conditions of eligibility criteria laid down in
The corrigendum(s) issued from time to time by your deinto consideration, while submitting this acceptance lett	
We, further specifically certify that our organization has Holiday by any Institutional Agency/ Govt. Department	*
The prices quoted in the financial bids are subsidized du	ue to academic discount given to MLSU, Udaipur.
NAME & ADDRESS OF	
THE Vendor/ Manufacturer / Agent	
Phone	
Fax	
E-mail	
Contact Person Name	
Mobile Number	
TIN Number	
PAN Number	
UTR No. (For Tender Fee, Rs. 1180/-)	
(For on-line payment)	
UTR No. (For Processing Fee, Rs. 500/-)	
(For on-line payment)	
UTR No. (For EMD online payment, Rs. 50000/-)	
	-
	(Signature of the Tenderer)
Name:	
Seal of the Company	

### **ANNEXURE-III**

### LIST OF GOVT. ORGANIZATION/DEPARTMENT.

List of Government Organizations for whom the Tenderer has undertaken such work/ supplied									
this equipment during last three years (must be supported with work orders)									
Name of the organization	Name of Contact Person	Contact No.							
	L	<u> </u>							
Name of application specialist / Service Engineer who have the technical competency to handle									
and support the quoted product during the warranty period.									
Name of the organization	Name of Contact Person	Contact No.							

Signature of Tenderer		
Name:	-	
Designation:	-	
Organization Name:		
Contact No.:	_	

### 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 UDAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT UDAIPUR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT UDAIPUR. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To

Mohanlal Sukhadia University
Udaipur-313001
India

LETTER OF GUARANTEE

1.

2.

			University dt.					vide purchas	Tender se of
and whereas to equipment /ma	he said tende achinery etc.	r document r	equires that an nereto shall esta laipur" in the f	ablish an ir	revocable	Performan	ice Guarante	ee Bond ii	n favour
	•		sue of Perform s a successful to		Guarante	ee may be s	submitted w	ithin 21 (	Twenty-
by any of the machinery, etc	conditions r	referred in ten shall pay to	NTEES that in nder document Mohanlal Suk	t / purchas hadia Univ	e order /	performan	ice of the e	quipment	: /
	(Seller) has o	committed a 1	n of Mohanlal breach of any o		•	•			
	l not be affec	ted by any ch	the bank & bra			_	_		
Notwithstand	ing anything	contained h	erein:						

Our liability under this Bank Guarantee shall not exceed Rs. ......(Indian Rupees only).

(date) and

This Bank Guarantee shall be valid up to .....

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if University 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
Yours truly,
Signature and seal of the guarantor:
Name of Bank:
Address:
Date:
<b>Instruction to Bank:</b> Bank should note that on expiry of Guarantee Period, the Original Guarantee will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond

period.

## **ANNEXURE-V**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Dat	o: / /	_													
	e: / / Head														
	partment of Physics														
_	hanlal Sukhadia Univ	ersity. Uda	aipur												
	ipur-313001	j,	F												
	: Authorization for rele	ease of pay	ment / du	ies froi	m Mo	hanla	ıl Su	khad	lia U	nive	rsitv.	Ud	ainu	ır thr	ough
	etronic Fund Transfer/										1010)	,	p		0 <b>05</b> 11
1.	Name of the Party	//Firm/Con	npany/Ins	stitute:											
2.	Address of the Pa	•													
3.	Particulars of Bank Bank Name Branch Name														
	Bank Name				1										
	Branch Place					nch C	_			_					
	PIN Code				Brar	nch C	ode								
·	MICR No														
	(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)														
	IFS Code:(11 digit al	phanumeri	c code)												
	Account Type	Savings			Curr	ent					Cash	Cre	dit	1	+
	Account Number:				<u> </u>										
i		<u> </u>													
I he effe	reby declare that the cted for reasons of inversity, Udaipur responditate updating of reconstructions.	ncomplete onsible. I a	or incor also unde	rect in ertake	forma to ad	tion, vise	I sh	all r	not h ge in	old the	Regi:	strar icula	, M	ohan	ılal Sukhadia
	e:						Ü								
Date	e:	_													
Sign	nature & Seal of the A	Authorized	l Signato	ry of t	he Pa	rty									
Cert	ified that particulars fi	urnished at	ove are c	correct	as pei	our	recor	ds							
Ban	kers Stamp:									Dat	e:				_
_	nature of the Authori : Please fill in the info					RS, c	отрі	ıter t	yped	; ple	ase T	TICE	K wh	erev	er it is

applicable.

### **ANNEXURE VI**

(to be printed on Supplier's letterhead)

### **INTEGRITY PACT**

### **General**

This pre-bid pre-contract Agreement hereinafter called the Integrity Pact is made on										
day of the month of, between, on one hand, the Governor of Rajasthan acting through Registrar, Mohanlal Sukhadia University, Udaipur										
Udaipur-313001 hereinafter called the "BUYER" of the first part and M/s										
WHEREAS the BUYER proposes to procure (Name of the										
Stores/Equipment/Item) and the TENDERER/Seller is willing to offer/has offered the stores and WHEREAS the TENDERER 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 an Autonomous Body/Department of the Government of India 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 distortionary impact of corruption on public procurement, and Enabling Tenderer 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:

### 1. <u>Commitments of the BUYER:</u>

- 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 TENDERER, 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 Tenderer alike, and will provide to all tenderer the same information and will not provide any such information to any particular TENDERER which could afford an advantage to that particular TENDERER in comparison to other Tenderer.
- 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.
- 1.4 In case any such preceding misconduct on the part of such official (s) is reported by the TENDERER 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.

#### 2. Commitments of TENDERER:

The TENDERER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its 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 commit itself to the following:

- 2.1 The TENDERER 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.
- 2.2 The TENDERER 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

for bearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

- 2.3 Tenderer shall disclose the name and address of agents and representatives and Indian Tenderer shall disclose their foreign principals or associates.
- 2.4 Tenderer shall disclose the payments to be made by them to agents / brokers or any other intermediary, in connection with this bid/contract.
- 2.5 The TENDERER further confirms and declares to the BUYER that the TENDERER is the original manufacturer/ integrator/ authorized government sponsored export entity of the defines 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 TENDERER, 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.
- 2.6 The TENDERER, 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.
- 2.7 The TENDERER 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.
- 2.8 The TENDERER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 The TENDERER 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 TENDERER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10 The TENDERER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11 The TENDERER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 2.12 If the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the TENDERER's firm, the same shall be disclosed by the TENDERER at the time of filling of tender. The term relative for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.13 The TENDERER 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.

#### 3. Previous Transgression

3.1 The TENDERER 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 TENDERER's exclusion from the tender process 3.2 The TENDERER agrees that if it makes incorrect statement on this subject, TENDERER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### 4. Earnest Money Deposit

- 4.1 While submitting bid, the TENDERER shall deposit an amount mentioned in tender document as Earnest Money, with the University through the following instruments:
- 4.1.1 The tenderer should submit an EMD amount through NEFT/RTGS. The Technical Bid without EMD would be considered as UNRESPONSIVE and will not be accepted. The EMD will be refunded without any interest to the unsuccessful tenderer after the award of contract.
- 4.2 No interest shall be payable by the BUYER to the TENDERER on Earnest Money for the period of its currency.
- 4.3 In case of successful TENDERER, EMD will be returned within 30 days from the date of submission of Performance Bank Guarantee.

#### 5. SECURITY DEPOSIT /PERFORMANCE GUARANTEE:

- 5.1 Performance Bank Guarantee is mandatory.
- 5.2 Successful tenderer/ tenderer should submit performance guarantee as prescribed above to be received in the <u>Department of Physics</u>, <u>Mohanlal Sukhadia University</u> on or before 30 days from the date of issue of order acknowledgement. The performance bank guarantee to be furnished in the form of Bank Guarantee must be as per Annexure-IV of the tender documents for an amount covering 5% of the purchase order value.
- 5.3 The Performance Bank Guarantee should be established in favour of "Head, Department of Physics, Mohanlal Sukhadia University" through any Bank situated at Udaipur or outstation with

a clause to enforced the same on their local branch at Udaipur. Performance Bank Guarantee shall be for the due and faithfully performance of the contract and shall remain binding, notwithstanding such variations, alterations for extensions of time as may be made, given, conceded or agreed to between the successful tenderer and the purchaser under the terms and conditions of acceptance to tender.

- 5.4 The successful tenderer is entirely responsible for due performance of the contract in all respects according to the speed, intent and meaning of the terms and conditions and specification and all other documents referred to in the acceptance of tender.
- 5.5 The performance bank guarantee shall be kept valid during the period of contract and shall continue to be enforceable for a period of three years from the date of order acknowledgement.

### **6.** Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the TENDERER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - 6.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the TENDERER. However, the proceedings with the other TENDERER(s) would continue.
  - 6.1.2 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (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.
  - 6.1.3 To immediately cancel the contract, if already signed without giving any compensation to the TENDERER.
  - 6.1.4 To recover all sums already paid by the BUYER, and in case of an Indian TENDERER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a TENDERER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the TENDERER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - 6.1.5 To encase the advance bank guarantee and performance guarantee/warranty bond, if furnished by the TENDERER, in order to recover the payments, already made by the BUYER, along with interest.
  - 6.1.6 To cancel all or any other contracts with the TENDERER. The TENDERER 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 TENDERER.
  - 6.1.7 To debar the TENDERER from participating in future bidding processes of the Government of India for a minimum period of two years, which may be further extended at the discretion of the BUYER.

- 6.1.8 To recover all sums paid in violation of this pact by the TENDERER(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.9 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the TENDERER, the same shall not be opened.
- 6.1.10 Forfeiture of Performance Bank Guarantee: in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1.1 to 6.1.10 of this Pact also on the Commission by the TENDERER or any one employed by it or acting on its behalf (whether with or without the knowledge of the TENDERER), 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 TENDERER shall be final and conclusive on the TENDERER. However, the TENDERER can approach the University for the purposes of this pact.

### 7. Fall Clause

The TENDERER undertakes that it has not supplied/is not supplying similar product/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 product/system or subsystem was supplied by the TENDERER 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 TENDERER to the BUYER, if the contract has already been concluded.

### 8. Independent monitors

- 8.1 The BUYER may appoint Independent Monitors (hereinafter referred to as Monitors) for this pact in consultation with the authorities.
- 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 pact, he will so inform the Authority designated by the BUYER.

- 8.6 The TENDERER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the BUYER including that provided by the TENDERER. The TENDERER 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 TENDERER/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 will 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 08 to 10 weeks from the date of reference or intimation to him by the BUYER / TENDERER 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 TENDERER and the TENDERER shall provide necessary information & 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 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the TENDERER/ Seller, including warranty period, whichever is later. In case TENDERER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Sho	ould on	e o	r sev	eral pr	ovis	ions of	this p	act tur	n o	ut to b	e in	vali	d, the rema	ind	er of	this pact
remains	valid.	In	this	case,	the	parties	will	strive	to	come	to	an	agreement	to	their	original
intention	ıs.															

### 13. The parties hereby sign this Integrity Pact.

BUYER	TENDERER
Mohanlal Sukhadia University, Udaipur	Signature with seal
Date & Place:	Date & Place:
Witness	Witness
1	1
(Indenter)	

### **ANNEXURE -VII**

### **Training Requirement**

1.	Product Description	Solar Simulator
2.	No of Attendees	10
		a. Operational Training
3.	Type of Training	b. End User Training
		c. Maintenance Training

TENDERER

Signature with seal

### DEPARTMENT OF PHYSICS MOHANLALSUKHADIA UNIVERSITY, UDAIPUR

Email: physics@mlsu.ac.in

### **BID SUBMISSION**

### **Online Bid Submission:**

The Online bids (complete in all respect) must be uploaded online in **Three** Envelops as explained below:-

Envelope – 1						
		(Following documents to be provided as single PDF file)	T			
Sl. No.	Documents	Content	File Types			
		NEFT/RTGS/UTR No and Date/Bank Details Bid Fees RISL				
1.	Fee	Processing	.PDF			
11	Documents	Fee EMD Details etc.				
		Envelope – 2 (Following documents to be provided as single PDF file)				
Sl. No.	Documents	Content	File Types			
1.	2 ocuments	Compliance Sheet as per Annexure – I	.PDF			
2.		Organization Declaration Sheet as per Annexure – II	.PDF			
3.			.PDF			
		List of organizations/ clients where the same products have been	12.2			
		supplied (in last two years) along with their contact number(s). (Annexure-III)				
4.	Technical Bid	Format For Performance Bank Guarantee (Annexure IV)	.PDF			
5.		Mandate Form for Electronic Fund Transfer/RTGS Transfer (Annexure V)	.PDF			
6.		Integrity Pact (Annexure VI)	.PDF			
7.		Technical supporting documents in support of all claims made at Annexure-I	.PDF			
		Envelope – 3				
Sl. No.	TYPES	Content	File Type			
1.	Financial Bid	Price bid Annexure-VIIIA	BOQ			
		Annexure-VIIIB	BOQ			
2.		Financial Bid Documents	.PDF			



# DEPARTMENT OF PHYSICS MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

Email: physics@mlsu.ac.in

### **Annexure-VIIIA**

# <Department/Centre Name> Mohanlal Sukhadia University, Udaipur, 313001

**Date: XX/XX/XXXX** 

**Subject: Purchase of <Item> (Following format is used for imported items)** 

									FOB/FCA		
S.	Currency	Description and Specification of	Qty. in	Unit	Agency	Discount	Ex-works	Packing +	Airport	Insurance	CIF Price
No.		the Item	Units	Price	Commission		price	Handling +	Price	+ Freight	(f+g)
					(If			DOC +		(g)	
					applicable)		(d=a+b-c)		(f=d+e)		
								Inland			
								Freight +			
				(a)	(b)						
						(c)		FCA			
								Charges (e)			
		Solar Simulator									
1			1 no								

Note: At any circumstances, it is the responsibility of the foreign supplier to hand over the material to our forwarder at the origin airport after completing all the inland clearing. No Ex-works consignment will be entertained.



### DEPARTMENT OF PHYSICS MOHANLAL SUKHADIA UNIVERSITY, UDAIPUR

### **Annexure-VIIIB**

For indigenous items please quote as per following format.

	Description and Specifications of the Item (As per specifications given in 'Technical Specifications')	Qty. in Units	Taxes as applicable against DSIR Certificate	Total Price in Rs.
1.	Solar Simulator	1 Nos.		

Note: The above financial template should be strictly followed. Any deviation from the above template (in terms of description and specification of the item) may lead to cancellation of the tender

### FINACIAL BID FORM (Please submit in PDF item wise rate)

### To: Head, Department of Physics, Mohanlal Sukhadia University, Udaipur - 313001

Name of Supply:	Solar	<b>Simulator</b>
-----------------	-------	------------------

Name of Supplier:

S. No.	Item & specifications	Rate per unit	<b>Custom Duty</b>	Total Price
		including all	and other taxes	(F.O.R
		cost (F.O.R.,	as applicable	Udaipur)
		Udaipur)	against DSIR	
		excluding taxes	certificate	
l <b>.</b>	Solar Simulator			
	(Comprising of 300W Class AAA Solar simulator, reference cell, probe			
	station, temperature controlled sample stage, calibrated standard cell, spare			
	lamp, source meter interface with supporting measurement and analysis	\$		
	software)			
	Specifications:			
	Solar Simulator: illumination area: $50 \times 50$ mm, irradiance uniformity: class			
	A, spectral match AM 1.5 G: class A, temporal stability: class A, irradiance			
	at target (AM1.5G, 1 Sun= 100 mW/ cm <sup>2</sup> ): 2 suns, Lamp Wattage (watts):			
	300, Lamp Type: Xenon Short Arc, Ozone free, Working Distance (mm):			
	$380 \pm 15$ , Manual Shutter, Power: 230V AC 50Hz as per Indian standard,			
	Power supply Stability / Ripple/ Regulation: 0.05% / < 1% / 0.02% current			
	variation for 5V line charge.			
	1.5 AM filter: Air Mass AM1.5G Filter with suitable filter holder, should			
	simulate the terrestrial solar spectrum on the ground when the sun is at a	L		
	zenith angle of 48.2°, should includes both direct light from the sun, it			
	should simulate the total global irradiance which reaches the ground.			
	Variable Aperture system: should include a variable aperture component,			
	which should allow variation of the output irradiance level without adjusting			
	the power supply, the range of attenuation should be continuously variable			
	within range 0.1- 1 sun which is essential.			
	Vertical adjustable stand: should be for height adjustment as per the			

application requirement.

**Beam turner:** need to direct the beam at 360 degree vertical rotation.

**Standard Reference Cell for Intensity verification:** spectral region: NIR, UV and Visible.

Detector material: Silicon (Si), NEP < 8.10 x 10-15W/Hz½, active area (diameter or square) 2.5mm, Spectral Range (nm): 190-1100 nm, Responsivity: @200nm 0.12 A/W Typical (0.10 minimum), Peak @ 960nm 0.5A/W, Detector Type: Solid State.

**Spare lamp:** Spare Lamp Bulb, 300W Xenon Short Arc.

**Probe station:** 2 Nos.: Dual probe type with gold Spring Probes with the probe tip gently contacting the surface of the device under test.

**Temperature controlled Sample Stage:** Cooling area: 3.5" x 3.5",

Temperature Range: 10 - 60 °C, Cooling method: should be with integrated thermoelectric controller, Power Input: 230V AC with tiny vacuum pump

Calibrated Reference Cell for I-V characteristics verification: the certification should be accredited to the ISO-17025 standard and traceable to both the National Renewable Energy Laboratory (NREL) and the International System of Units (SI), 20 x 20 mm monocrystalline silicon Photovoltaic Cell, should be encased in a metal enclosure with a protective quartz window and a temperature sensor, Temperature sensor: 100 ohm platinum Resistance Temperature Detector (RTD with a set of connecting cables, parameters of the reference cell should be certified for the I<sub>sc</sub>, I<sub>max</sub>, V<sub>oc</sub>, V<sub>max</sub>, P<sub>max</sub>, Area, Fill Factor and Efficiency.

Current-Voltage Measurement System: 20W Version for Continuous Solar Simulators, Measurement Resolution (Current / Voltage) 1pA / 100nV, Current range: 1A /100mA/10mA/ 1mA/100uA/10uA/1uA, Voltage range: 20V/2V/200mV, 4 terminal designs, Separate terminal interface for voltage and current measurements.

**Measurement & Analysis Software:** Number of sample points should be selected between 10 and 100, Each I-V curve dataset may be saved as a separate ASCII text file, should be suitable for 32 bit or 64 bit windows operating system, Automated analysis & calculation of  $V_{oc}$ ,  $I_{sc}$ , FF,  $R_s$ ,  $R_{sh}$ , efficiency,  $P_{max}$ , etc.

### Compact type design will be preferred

Standard warranty
Three years for complete system along with accessories.

• Offer and documents								
Vendor must provide supporting technical literature, proprietary/patent								
certificates wherever applicable.								
Signature of Tenderer								
	Name:							
	Designation:							
Organization Name:								

Contact No.: \_\_\_\_\_