

Solar Energy Corporation of India
New Delhi-17

No. Seci/Contt/Ind/51/Slr Intern/2013

Date: 06th April, 2013

Sub.: Amendment-2 to Tender No Seci/Contt/Ind/51/Slr-Intern/2013 dated 08th March,2013 and Amendment dated 28th March,2013 for Design, Manufacture / Fabrication, Supply and Transportation of Solar Lantern Model-I (Omni directional) / Model-II (Unidirectional) with Lead Acid / Lithium Ion Battery with incidental services as per tender specification.

Dear Sir,

Further to our Notice Inviting Tender No. Seci/Contt/Ind/51/Slr-Intern/2013 dated 08.03.2013, please find attached an Amendment No-2 to our aforementioned NIT. This amendment along with Amendment dated 28th March,2013 shall form an integral part of the NIT dated 08.03.2013 & shall constitute a part of the Tender document as per Clause No 5,ITT of NIT dated 08.03.2013.

2. Also please find attached herewith the clarification dated 6th April, 2013 to the queries/issues raised by the various bidders.

3. Last date of submission shall be 12th April, 2013 up to 2:30p.m.

Commercial Clarifications**Table A**

S. No	Queries raised by the Applicant	Clarification
1.	Wherever Stamp Paper is required the value of the Stamp paper would be Rs 100 and it would need to be got notarized before submission. Please confirm.	Stamp paper shall be of Rs 100 and may be notarized.
2.	Please let us know whether the Declaration by the Tenderer is required to be submitted on the Letterhead of the Tenderer or is it required on the Stamp Paper.	Yes. On the Letter head.
3.	Please let us know whether the Declaration by the Tenderer is required from both the members of the Consortium or is required only from the Lead Member of the Consortium.	Declaration to be submitted by the Tenderer only
4.	In the Declaration by the Tenderer in Para 7 an undertaking has been sought on Stamp Paper as to whether the Tenderer has never been debarred or black listed by any Government undertaking /Department where the order of debar or blacklisting, as the case may be is in force at the time of submission of Bid. This undertaking is required on Stamp paper. Please confirm whether this undertaking is required from all members of the Consortium members.	Undertaking shall be submitted along with Tender on the Stamp paper by the Tenderer only
5.	BG shall be filled in by all the members of consortium. Please confirm	BG shall be submitted in the name of Tenderer only.
6.	The advance in form of BG against 10% advance will be adjusted with the 50% payment of the lot or to be remained valid upto last supply?	Yes. Advance will be adjusted with 50% payment.
7.	The service centres shall provide services till 5 years of the corresponding supplies in lots?	Service centres shall provide services till the completion of warranty period.

S.No	Queries raised by the Applicant	Clarification
8.	<p>Please confirm that the portions extracted from the Limited Tender on Solar Lanterns dated 8 Mar 2013 and indicated in green below are required to be deleted after amending the tender as per the Amendments issued on 28 Mar 2013.</p> <p style="text-align: center;"><u>SECTION II</u></p> <p style="text-align: center;"><u>Clause 4</u></p> <p>4.1.1. Upload the clarification on MNRE website www.mnre.gov.in. The applicants should have a regular follow up on website for any amendment/corrigendum/clarification. or</p> <p>4.1.2. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers which have received the tender documents.</p> <p style="text-align: center;"><u>Clause 7</u></p> <p>7.1. The tender prepared by the Tenderer shall comprise the following components:</p> <p>7.1.1. A Tender Form and a Price Schedule completed in accordance with ITT Clauses 8, 9 and 10;</p> <p>7.1.2. Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;</p> <p>7.1.3. Documentary evidence established in accordance with ITT Clause 12 ; and</p> <p>7.1.4. Earnest money deposit furnished in</p>	<p>Clause 4.1.1 and Clause 4.1.2 stands deleted. Please refer Page No 6, Sr No7 of Amendment file dated 28th March, 2013 regarding details of the amended clause 4.</p> <p>Clause 7.1 stands deleted. Please refer Page No6 &7, Sr No9 of Amendment file dated 28th</p>

	<p>accordance with ITT Clause 13.</p> <p>7.1.5. Documentary evidence established in</p> <p>7.1.6. Tender processing fee as per the details stipulated in particulars of the Tender.</p> <p style="text-align: center;"><u>Clause 9</u></p> <p>9.2.4. The price of other incidental services listed in the Tender.</p> <p style="text-align: center;"><u>Clause 15</u></p> <p>c. Price Bid for Model (number) & (type of Battery)</p> <p style="text-align: center;"><u>Clause 16</u></p> <p>16.2. The inner and outer envelopes shall:</p> <p style="padding-left: 40px;">a. be addressed to the Purchaser at the following address:</p> <p style="padding-left: 40px;">Solar Energy Corporation of India Tower-1, 4th Floor, NBCC Plaza Pushp Vihar, Sector-V, Saket New Delhi-110017</p> <p style="padding-left: 40px;">b. bear the Model ____ (number), the Invitation for Tenders (IFT) title and number, and a statement "Do not open before ____."</p> <p>16.3. The inner envelopes shall also indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it</p>	<p>March, 2013 regarding details of the amended clause 7.</p> <p>Clause 9.2.4 stands deleted. Cost of all the incidental services including establishing of service center is to be included in the unit price. Please refer Page No 7, Sr No 10 of Amendment file dated 28th March, 2013 regarding details of the amended clause 9 and Sr No 49 about the details of Incidental Services.</p> <p>Please refer Page No 10, Sr No 17 of Amendment file dated 28th March, 2013 regarding details of the amended Clause 15.2 & Clause 15.3.</p> <p>Clause 16.1 to Clause 16.8 stands deleted. Please refer Page No 10, 11 & 12 Sr No 18 of Amendment file dated 28th March, 2013 regarding details of the amended Clause 16.</p>
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	<p>is declared "late".</p> <p>16.4. If the outer envelope is not sealed and marked as required by ITT Clause 16, the Purchaser will assume no responsibility for the tender's misplacement or premature opening.</p> <p>16.5. Telex, cable or facsimile tenders will be rejected.</p> <p>16.6. The tender must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the tender document.</p> <p>16.7. Each page of the tender document should be signed & stamped. Tenders with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the tenderer to furnish/ submit the required information.</p> <p>16.8. Any term/condition proposed by the tenderer in his bid which is not in accordance with the terms and conditions of the tender document or any financial conditions, payment terms, rebates etc. mentioned in financial bid shall be considered as a conditional tender and will make the tender invalid.</p> <p style="text-align: center;"><u>Clause 22</u></p> <p>22.1.1. Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the</p>	
		<p>Clause 22.1.1 stands deleted. Please refer Page No 14, Sr No 22 of Amendment file dated 28th March,2013 regarding details of the amended Clause 22.1 and Clause</p>

	<p>requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.</p> <p style="text-align: center;"><u>Clause 23</u></p> <p>23.2. The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Ex-factory/ex-warehouse/off-the shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.3 and in the Technical Specifications:</p> <p style="margin-left: 40px;">a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;</p> <p style="margin-left: 40px;">b) delivery schedule offered in the tender;</p> <p style="text-align: center;"><u>Section VI</u></p> <p><u>Under Testing Please confirm that the following are to be deleted after incorporating new amendments</u></p> <p>SECI reserves all the rights to cross check the performance of the lanterns before releasing the purchase order.</p>	<p>22.2.</p> <p><i>Clause 23.2 in the document dated 8th March,2013 stands replaced. Please refer Page No 14 &15, Sr No 23 of Amendment file dated 28th March,2013 regarding details of the amended Clause 23.</i></p> <p>There will be no change in the conditions as no Amendments have</p>
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	<p>SECI also will check the performance on random samples from the lots and will reject the lots for any noncompliance.</p>	<p>been issued w.r.t same.</p>
9.	<p><u>Section VIII</u></p> <p>Please confirm that the EMD Bank Guarantee Performa given in Section VIII page 55 of the Limited Tender Dated 8 Mar 2013 stands amended in view of the revised Performa marked PROFORMA FOR BANK GUARANTEE FOR BID SECURITY/EMD (On Non-Judicial stamp paper of appropriate value) given in the amendment</p>	<p>Yes. Tenderer must refer the Amended Performa of EMD as provided in the Amendment file issued on 28th March, 2013.</p>
10.	<p><u>Section IX</u></p> <p>Please confirm that there is no change in the Contract Form given on page 56 of the Limited Tender dated 8 Mar 2013.</p>	<p>Contract Form as given on Page 56 of the Limited Tender dated 8th March, 2013 is only an abridged version of the Contract Form. The detailed version shall be furnished to the successful Tenderer.</p>
11.	<p><u>Section X</u></p> <p>After incorporating the Revised Performas given in the amendments dated 28 Mar 2013 please confirm that the existing performas in Section X page 58 onwards in the Limited Tender dated 8 Mar 2013 are to be deleted.</p>	<p>Only the revised Performa's of Price Bid, Performance security, EMD, Advance BG, Power of Attorney are to be referred. Old performas of above stands deleted. Other performas remain the same.</p>

Technical Clarifications

Table B

S. No	Queries raised by the Applicant	Clarification
1	With the SECI conditions imposed of 1000 charge discharge cycles @ 30 % DOD for the Lead Acid SMF 4.5 AHC Batteries, whether back to back guaranty is must. Please confirm	It is must. There is no relaxation toward cycle life.
2	From the amendment it is clear that the certificates as mentioned on page No 42/43 of the Technical specification of the Tender	In the amendment it is mentioned that the test report of the lantern should be submitted after award of

	document dated 08 th March,2013 has to be submitted on the award of contract and not earlier?	the contract, not the test certificates of the components. The test certificates of the components w.r.t quality and life need to be submitted along with the tender document only, to meet the technical qualifying requirements.
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AMENDMENT-2

Table C

Sr.No	Reference to the Clause, page No and section of the Tender dated 8th March,2013	Amended Clause
1.	GCC Clause 24 (Page 30)	<p>24. Settlement of Dispute</p> <p>24.1. If any dispute of any kind whatsoever shall arise between the Purchaser and Supplier / Supplier in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, whether the parties shall seek to resolve any such dispute or difference by mutual consultation.</p> <p>24.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been</p>

		<p>given in accordance with GCC Sub Clause 24.2, shall be finally settled by arbitration.</p> <p>24.3. In case the Supplier is a Public Sector Enterprise or a Government Department</p> <p>24.3.1. In case the Supplier is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional</p>
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		<p>Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p> <p>24.4. In case the Supplier is not a Public Sector Enterprise or a Government Department.</p> <p>24.4.1. In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>24.4.2. The Purchaser and the Supplier shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty (20) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.</p> <p>24.4.3. If one party fails to appoint its arbitrator within thirty-two (32) days after the other party has named its arbitrator, the party</p>
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		<p>which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>24.4.4. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 27 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>24.4.5. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.</p> <p>24.4.6. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p> <p>24.4.7. The arbitrator(s) shall give reasoned award.</p> <p>24.5. Notwithstanding any reference</p>
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		to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
2.	SCC Clause-6 (Page-34)	Deleted
All other Terms and conditions of the Tender document dated 8th March,2013 and subsequent Amendment dated 28th March,2013 shall remain same.		