

Solar Energy Corporation of India Limited
(A Government of India Enterprise)

LIMITED TENDER DOCUMENT

FOR

**DESIGN, DEVELOPMENT, HOSTING AND
MAINTENANCE OF MOBILE APP FOR GRID
CONNECTED SOLAR SYSTEMS**



Tender Document No. SECI/IT/62/I/2016 Dated: 28 April 2016

ISSUED BY

Solar Energy Corporation of India Limited
1st Floor, D-3, A-Wing, District Centre,
Religare Building, Saket, New Delhi-110017
Tel No. 011-71989200,
Website: www.seci.gov.in

April-2016

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DISCLAIMER

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of Tender Document/ Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document.
3. While this Tender Document has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 28-04-2016

Bid Information Sheet

Document Description	Tender Document for “Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems”
Tender Document No.& Date	SECI/IT/62/I/2016 Dt: 28-04-2016
Last date & Time of Submission of Response to Tender Document	28-04-2016 (14:00 Hrs)
Bid Opening (Commercial & Price Bid)	11-05-2016 (15:00 Hrs)
Validity of Tender	90 (Ninety) days from the date of opening of tender
Cost of Tender Document (non-refundable)	Free
Bid Security/EMD	₹ 20,000/- (Rupees Twenty Thousand Only) to be submitted in the form of DD/Pay Order in favor of “Solar Energy Corporation of India Ltd”, payable at New Delhi.
Performance Bank Guarantee (PBG)	10% of the Contract Price quoted by the Successful Bidder shall be submitted by the Successful Bidder within 21 days of issue of Letter of Award as per Format – 3 of Section – 7 valid up to expiry of its project duration.
Name, Designation, Address and other details (For Submission of Response to Tender Document)	Sr. Manager (IT) / Dy. Manager (IT) Solar Energy Corporation of India Limited 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989200
<u>Important Note:</u> Shortlisted bidder is requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites www.seci.gov.in . No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.	

Section 1

INTRODUCTION

1. Introduction

1.1.OBJECTIVE

- 1.1.1.** Solar Energy Corporation of India Limited (SECI), is a company under Section-3 of the Companies Act 2013, dedicated to Solar Energy sector. SECI is established under the administrative control of the Ministry of New and Renewable Energy, Government of India. Mandate of SECI allows wide ranging activities to be undertaken with an overall view to facilitate implementation of Jawaharlal Nehru National Solar Mission (JNNSM) and achieving the targets set therein. The Corporation has the objective of developing Solar Technologies and ensuring inclusive solar power development throughout India.
- 1.1.2.** The purpose of developing this mobile application would be to provide a comprehensive and consolidated view of the parameters in form of numbers, graphs, tables etc. of parameters as reported by various power developers located pan India. The app will also act as a bridge to pass on important information from SECI to public and register their feedback and queries.

Section 2

DEFINITIONS

2. Definitions

Following terms used in the document will carry the meaning and interpretations as described below:

“Bid” shall mean the Commercial and the Price Bid submitted by the Bidding Company/Shortlisted Bidder along with all documents /credentials/ attachments, formats, etc., in response to this Tender Document/Bid Document, in accordance with the terms and conditions hereof;

“Bidder/Shortlisted bidder/ Bidding Company” shall mean the Applicant shortlisted against EOI No SECI/IT/62/I/2016 dated 10-03-2016 vide SECI notification no SECI/IT/62/I/2016 dated 28-04-2016 for submission of Commercial and Price bid in reference to this Bidding Document. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require. Further, Bidding Company shall refer to such single Company that has submitted the response in accordance with the provisions of this Tender Document;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Tender Document/Bidding Document” shall mean the bidding document issued by SECI including all Formats & Annexures etc. vide Tender Document no. SECI/IT/62/I/2016 dated 28-04-2016 and also including all amendments / clarifications thereof;

“SECI” shall mean Solar Energy Corporation of India Limited (A Govt. of India Enterprise);

“Selected Bidder or Successful Bidder” shall mean the shortlisted Bidder whom Letter of Award is issued by SECI as per the term and conditions of Bid document;

“Bid Deadline” shall mean the last date and time for submission of Price Bid and Commercial Bid in response to this Bid as specified in Bid information Sheet including all amendments/Clarifications thereto;

“Authorized Signatory” shall indicate the employee of the Bidding company who has been authorized through board resolution and/or Power of attorney (if required by SECI) to sign and submit the bid as per the bidding document and is fully authorized to take decisions including signing and submission of documents as and when any requirement is raised by SECI during execution of Contract.

“The Government” means the Government of India.

“The Goods” means all the all the material/ services, which the Vendor is required to supply to the SECI under the Contract;

“LoA” means letter of award;

“Day” means calendar day;

“Week” means calendar week;

“Month” means calendar month;

“Year” shall mean the Calendar year

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

3. Bid Information and Instructions to Bidders

3.1 Obtaining Tender Document

- a) The Tender Document can be downloaded **free of cost** from the website of SECI, www.seci.gov.in .
- b) It may be noted that SECI will not be liable to incur any amount / expenses / charges / fee / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

3.2 Bid Submission date and Bid Opening date

The bidding methodology shall be Single stage Two envelop system i.e. The Bidders shall submit their Commercial and Price Bid same time in separate sealed envelopes in line with this Tender Document. The last date for submission of bids is as mentioned in the **Bid Information Sheet**. No bids shall be accepted after the date and time mentioned above. Commercial & Price bids shall be opened on the same day as mentioned in the **Bid Information Sheet**. Bidder price bids shall be opened only when required commercial documents are submitted by the bidding Company.

3.3 Eligible Bidders

Qualified bidders as per EOI no SECI/IT/62/I/2016 dated 10-03-2016 are eligible to submit their bid. The details of bidders qualified is published on SECI website (www.seci.gov.in) vide notification no SECI/IT/62/I/2016 dated 28-04-2016.

3.4 Documents to be signed and submitted by Bidders

The documents required under the tender conditions for submission along with the tender are listed below. The bidders are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidder shall stand disqualified for opening of price bid.

3.4.1 Documents required along with Commercial Bid:

1. Earnest Money Deposit as per the Bid information Sheet.
2. Power of Attorney or Board resolution as applicable in favor of Authorized signatory.
3. Duly signed and stamped Bid Document by the Authorized signatory.
4. Cover Letter as per Format – 1 in Section – 7

Note:

- a) *SECI reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria. If the bid is not accompanied by all the above documents mentioned, the same would be rejected and hence will not be considered for Price bid opening. **Undertaking for subsequent submission of any of the above document shall not be entertained.***

3.5 Validity of the Response to Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the last date of submission of response to Bid Document. SECI reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. SECI may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

3.6 Selection of successful Bidder

After Price bid opening, Price bids submitted by those Bidders shall be evaluated as per clause 4.1. The lowest evaluated bid shall be considered for Letter of Award for the execution of Contract.

3.7 Earnest Money Deposit (EMD)

- i) The bidder shall be required to submit a sum as specified in the **Bid Information Sheet** as Earnest Money Deposit, for the due performance of stipulation for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with earnest money deposit as provided in the **Bid Information Sheet** shall be summarily rejected.
- ii) It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not withdraw from his offer or modify the terms and conditions thereof in a manner not acceptable to SECI.
- iii) PBG shall be submitted by the bidder separately after issue of letter of Award within 21 days of its issue. Bidder on his choice can request the SECI for conversion of EMD amount into PBG. However, in any case, PBG should not be less than 10% of the Contract Price as quoted by the Successful Bidder.
- iv) Should the bidder fail to comply with the said stipulation, the EMD amount shall be forfeited at SECI's sole discretion.
- v) The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee to be submitted as defined in this Bid Information Sheet and confirmation of its genuineness from issuing bank thereon.
- vi) The EMD of the unsuccessful bidders shall be returned to them after issue of LOA to the successful bidder. But SECI will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.
- vii) In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /PBG of the bidder/s will be forfeited.

3.8 Performance Bank Guarantee (PBG):

As per GCC clause 6.4.

3.9 Structure of Bid evaluation Process:

Bidders have to submit both Commercial bid and Price bid together in response to this Tender Document in separate sealed envelopes. Both sealed envelopes shall be enclosed in the bigger envelope super scribing "Bid for Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems". Bids not accompanied with EMD will be summarily rejected. Commercial bids shall be evaluated as per documents mentioned in Clause 3.4. Price bids submitted as per Section 7 by the short-listed Bidders shall be opened based on which Successful bidder shall be selected.

3.10 Price Bid

The prices quoted in the commercial bid should be without any conditions. Any conditional bid shall be summarily rejected.

- i) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Section 7.
- ii) The price bid shall be on a fixed price basis, inclusive of all taxes and duties. No price variation of any nature shall be entertained.
- iii) The envelop consisting of Financial Offer shall be super scribed as "Price Bid"
- iv) Prices quoted will be firm for the entire period of Contract.
- v) Price Bid shall be quoted in INR.
- vi) It is the responsibility of the Bidder to clearly identify all costs associated with any services as per the Tender Document and submit the total cost in the financial bid.
- vii) The Price bid should also include incidental charges and any customization charges, if any.
- viii) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.
- ix) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in Form of Bid, his tender may be summarily rejected. The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

3.11 Non Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

3.12 Deviations

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

3.13 Deadline for submission of bid

The bid duly filled must be received by SECI at the address specified not later than the date and time mentioned in the "Bid Information Sheet". Bid received later than the deadline prescribed for submission of tender by SECI will be rejected.

3.14 Withdrawal of bid

No Tender can be withdrawn after submission and during Bid validity period. Submission of a bid by a bidder implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope of Work to be done and other factors having any bearing on the execution of the Work.

3.15 Sealing and marking of bids

All completed tender documents shall be sealed in an envelope super-scribed with the name of the Bidder and the Tender Document Number as indicated in "Bid Information Sheet". In addition to the above, the envelope shall also contain the name and address of the bidder.

3.16 Opening of the bid

Bids will be opened at the address mentioned in "Bid Information Sheet" in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders.

Bidders or their authorized representatives who are present shall sign Attendance Sheet in evidence of their attendance.

Bidder's name, presence or absence of requisite documents, total cost of project quoted or any other details as SECI may consider appropriate will be announced at the time of bid opening.

3.17 Clarification of the bid

To assist the examination, evaluation and comparison of the Bids, SECI may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall

be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

3.18 Examination of the bids

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI. In case of tenders containing any conditions or deviations or reservations about contents of tender document, SECI may ask for withdrawal of such conditions/deviations/reservations.

If the bidder does not withdraw such conditions/deviations/ reservations, the tender shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.19 Canvassing

No bidder is permitted to canvass to SECI on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

3.20 Right to accept any bid or reject all bids

SECI reserves the right to accept, split, divide, negotiate, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the SECI shall deem such bid as invalid.

3.21 Award of Contract

SECI shall issue LoA (Letter of Award) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post /or by hand. Duly signed and stamped duplicate copy of LoA has to be returned by the selected bidder within 07 days of issue of LoA as token of his/her acceptance in totality. This shall constitute a legal and binding contract between SECI and the selected bidder.

Successful bidder is required to submit performance bank guarantee as per the format and timeline defined in this Tender Document.

3.22 Method of Submission

The response to Tender Document is to be in the following manner that one bigger sealed envelope addressed to SECI with Name & Address of the Bidder on the left hand side bottom shall contain two envelopes namely:-

- i) **“Commercial Envelope”** – Super scribed as “Commercial Envelope containing DD/Pay Order towards EMD” at the top of the Envelope; and **“Name & Address of the Bidder”** on the left hand side bottom and shall contain:

It should be and shall contain:

- A. Covering Letter as per Format - A.
 - B. EMD of ₹ 20,000/- (DD/Pay Order)
 - C. Documents as mentioned in Clause 3.4.
- ii) **“Financial Envelope”** - Super scribed as **“Price Bid in response to Tender Document_____** (Mention the Tender Document No)” at the top of the Envelope; and **“Name & Address of the Bidder”** on the left hand side bottom; It shall be sealed and shall contain the Financial bid as per the format mentioned in Section 7.

The bigger envelope shall have the following Sticker:

Response to Tender Document for “Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems”	
<i>Tender Document Reference No.</i>	
<i>Last Date of Submission</i>	
<i>Date and Time of Opening of Commercial & Price Bids</i>	
<i>Bids Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	SOLAR ENERGY CORPORATION OF INDIA LIMITED, <i>1st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017</i> <i>Tel: 011-71989200</i>

3.23 Clarifications/Enquires/ Amendments

- (i) Clarifications if any, on Bid Document may be sought at the address mentioned in the Bid Information Sheet not later than one week after publication of TENDER DOCUMENT.
- (ii) Amendment/s if any will be uploaded in the website of SECI for information of all concerned i.e. www.seci.gov.in. All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

3.24 Right of SECI to reject a Bid

SECI reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

3.25 Cancellation of Contract

The SECI reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the SECI on the following circumstances:

- i) The selected bidder commits a breach of any of the terms and conditions of the

bid/contract.

- ii) The bidder goes into liquidation voluntarily or otherwise
- iii) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv) If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vi) SECI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- vii) The Performance Bank Guarantee will be returned to the contractor without any interest on performance and completion of the on fulfilment of warranty obligations for the complete terms of the contract.

3.26 Important notes and instructions to Bidders

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- c. Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.7.
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- e. Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.

- f. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the Contract. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- g. SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- h. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- i. Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- j. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- k. SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- l. SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

Section 4

BID EVALUATION

4. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the SECI for Commercial compliance and then price aspects.

4.1. Price Bid Evaluation:

Bidders qualified on Commercial evaluation as per the documents in line with Clause 3.4 shall be eligible of Price bid opening. Representative of bidders desirous of attending the bid opening may join the same at scheduled date and time at SECI office.

The SECI reserves the right to negotiate the offer submitted by the bidder to withdraw certain conditions or to bring down the rates to a reasonable level. The bidder must note that during negotiations of rates of items can only be reduced and not increased by the bidder. In case the bidder introduces any new condition or increases rates of any item, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

Letter of Award (LoA) / Contract will be awarded to the Bidder, whose total contract price mentioned in PRICE BID as per Section-7, Format - 2 has been determined to be lowest evaluated after evaluating the Commercial offers.

Contract may be awarded, even if only one bidder qualifies for price bid opening. However, SECI reserves the right to take appropriate decisions in such case and shall not be binding on the SECI to award the contract.

The format for Price bid is placed in Format 2 under Section 7.

Note: The price bid format as provided in the tender document is to be followed strictly by the bidder. In case, the bidder does not specify anything on account of taxes (service tax and VAT) in the price bid format, then the same shall be considered as ZERO and it will be presumed that bidder has considered impact of all taxes in his quoted basic price and such computed price will be considered for the purpose of evaluation.

Section 5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5. Special Conditions of Contract

5.1.Scope of Work

The purpose of developing this mobile application would be to provide a comprehensive and consolidated view of the parameters in form of numbers, graphs, tables etc of parameters as reported by various power developers located pan India. The app will also act as a bridge to pass on important information from SECI to public and register their feedback and queries.

For the above requirement, the supplier is responsible for overall application architecture and development including concept, design, testing, installation & training. The application is proposed to be a mobile based app developed for iOS and Android platform. It is envisioned that the proposed solution would be highly effective due to the inherent cut down in reporting time and better quality of reports .The data will be fetched from predefined list in central database and all the data should be directly updated to the central database.

The following tabs will be on main screen:

1. Splash Screen
2. Welcome Note
3. Schemes
4. State selection through India Map

5.1.1. Following are the selectable tabs – Schemes and States

Under the respective schemes (e.g. Solar Park, Canal Bank & Top, Large Scale, Defence etc.), progress will be reported for all the states covered with following input parameters. State selection tab will prompt the user for choice of state to report the data pertaining to progress under the defined scheme for below mentioned input parameters related to that particular state

1. Capacity Allocation
2. Installed Capacity (state, central and others)
3. Location of projects
4. Date of project award
5. Date of project commissioning
6. Eligible VGF amount
7. Other parameter/s
8. FAQs
9. Feedback

5.1.2. Data source - Hosting Server & Database

Creation of digital database of parameters and MIS generation & Graphical representation as per the requirement of projects. The database platform and application server should be hosted on cloud server for a highly secure and fully managed service. Database should be designed to permit secure logins to update the mobile application database as and when required. There should be an option of populating mobile application database from another database or through secure login interface for manual entry. Database and web server should be Load balanced to handle thousand+ users in parallel.

5.1.3. Application Development Activities envisaged

- i. System Analysis and design
- ii. Creating app UI
- iii. Creating a database
- iv. Creation of APIs for connections
- v. Cloud hosting
- vi. Connection of the UI with database
- vii. Testing the app
- viii. Publishing the app for roll out.

5.1.4. Mobile Platform Requirement

Sl. No.	Platform Support (OS)	OS Version	Display Support
1.	iOS	7.0 and Above (latest Version available)	(480 x 320) and above iPhone, iPhone Retina , iPad & iPad Retina
2.	Android	2.3 and Above (latest Version available)	(426 x 320 dp) and above For android phones and tabs

5.1.5. User Interface Requirements

1. All icons must be crisp, clean, and distinguishable and should be as per guidelines of mobile application platform.
2. All buttons and objects must be reactive to touch and work as intended.
3. All functions must stay within the mobile platform boundaries.
4. All data must be easily viewable on different Mobile platform matrix given above.
5. English, Hindi will be the default language/ bi-lingual
6. The design/User Interface of the mobile application should be flexible enough for multiple themes/skins
7. Drill down mechanism from National, State up to project level for stakeholders using maps also.
8. Free downloads from Google play store & iTunes store.
9. Data representation through graphs and bar charts etc.

5.1.6. Technology Requirements and Deliverables

1. Mobile App development should be in Native languages, responsive, dynamic, online and robust mobile application which is to be supported on smart mobile phones and tablets with o/s such as Android and iOS including future versions of the mentioned O/S.
2. Vendor will setup and deploy CMS application and Database to cloud server in India with interface via secure login for database update & vendor may also be required to provide

facility to import data from predefined parameters in excel format into the database. The selected vendor will be required to provide quarterly report for hosting uptime.

3. Vendor has to ensure the development of mobile application as per guidelines issued by Application stores. For ex: Google play, iTunes etc.
4. The test plans, test cases and results for each of the phases will be shared by vendor with SECI.
5. Vendor has to share the Design Documents based on the SECI Requirement document for SECI Review & Sign-off.
6. User Manual, Admin Manual, Test Cases, Test Plan and QA Results for User Acceptance testing.
7. Application Code, Web API's to be handed over to SECI
8. Deployment document to be provided

5.1.7. Training

For the effective uses of the supplied software/application licenses & their functionalities, the selected vendor must compulsorily provide classroom training for SECI officials.

Following training needs are to be provided by Vendor as part of the scope:

- (1) Content Management Training
- (2) Deployment & Hosting Training
- (3) Application Submission Training

5.1.8. Technical maintenance support

1. Minimum support period along with hosting is two years after SECI's acceptance of deliverables.
2. One resident Software engineer will be placed at SECI office for twelve months after Go-Live for support and hand-holding. Technical support entails fixing any technical problems in the hosted solution and changes to be incorporated in the running system.
3. During the second year, support will be provided through email, telephone, remote login or visit to SECI office if the situation so demands. The scope of technical support includes rectification of errors within the already developed solution and/or transferring solution from one server to another server.
4. The scope of technical support also includes rectification of errors within the already developed solution, cloud server/database administration, server migration, patching, system upgrades, technical and functional support to SECI users etc.

5.1.9. Intellectual Property Rights

The Intellectual Property Rights of the application will rest with SECI. The vendor will provide the source code of the application to SECI at the time of sign-off

5.2. Project Duration

Total duration of the project is six weeks and two years technical maintenance support post Go-Live. Project milestones are as under.

1. Milestone 1 – Requirement gathering and SRS – 1 week from acceptance of LoA.
2. Milestone 2 – Software development – 3 weeks after Milestone 1.
3. Milestone 3 – Hosting, Testing and Security auditing – 1 week after Milestone 2.
4. Milestone 4 (Go-Live) – Training and mobile app publishing – 1 week after Milestone 3.

5.3. Payment Structure

Milestone	Payment (% of Total Cost)
Milestone 1	15
Milestone 2	30
Milestone 3	25
Milestone 4	30

Payment during technical maintenance support for 2 years and payment for Hosting Services support will be paid quarterly.

Payment will be released only on submission of Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI and PBG confirmation from the issuing bank.

5.4. Liquidated Damages

1. If the vendor fails to complete in full, all delivery and implementation according to the project schedule, SECI reserves the right to recover LD @ 1.0% of the contract value for each complete week or part thereof, for delay up to a maximum of 10% of value of Letter of Award. Thereafter, SECI will have the right to terminate the contract in case of delay beyond 10 weeks and would have the option to execute the project from market at vendor's risk and cost.
2. Failure to maintain hosting uptime ranging 99% to 99.5% may lead in deduction of LD @10% of quarterly payment, uptime ranging 95% to 98.99% may lead to deduction of quarterly payment @30% and uptime below 95% may lead to deduction of quarterly payment @100%.
3. SECI would deduct from the amount due for payment to the vendor, the amount charged as LD. If the amount of such LD exceeds the payments due to the vendor, the vendor shall within 15 days make the full payment to SECI failing which the PBG of the vendor will be encashed.
4. Non availability of resident support engineer during first years technical maintenance support as per Clause 5.1.8 may lead to deduction of amount @ ₹500/- per day. Failure to attend to a complaint within four hours in the second year of technical support may lead to deduction of ₹400/- per complaint.

SECTION 6

General Conditions of Contract (GCC)

6. GENERAL CONDITIONS OF CONTRACT (GCC)

6.1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

6.2. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SECI, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

6.3. Use of Contract Documents and Information

- 6.3.1.** The Successful Bidder shall not, without SECI's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECI in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. Non-compliance of same shall lead to forfeiture of entire PBG amount and or blacklisting of the company and its successors or permitted assigns.

6.4. Performance Security/ Performance Bank Guarantee (PBG) towards Security:

- 6.4.1.** Within 21 days of receipt of the Letter of Award from SECI, the Successful Bidder shall furnish Performance Security initially to SECI for an amount of 10% of the total Contract Price valid up to expiry of its project duration. There after PBG shall be renewed, if required by SECI for further renewed period of project duration.
- 6.4.2.** Performance security shall be forfeited by SECI in the event of Successful Bidder's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Liquidated damages which SECI may recover.
- 6.4.3.** The Performance Security shall be denominated in Indian Rupees and shall be as per Section 7 Format -3 from the list of banks as per the details enclosed in Annexue-1.
- 6.4.4.** In the event of any contract amendment for the period of contract, the Successful Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security in line with GCC clause 6.5 mentioned above.
- 6.4.5.** The Performance Bank Guarantee will be returned to the selected bidder without any interest on satisfactory performance and completion of the contract obligations and on fulfilment of warranty obligations for the complete terms of the contract.

6.5. Delivery

- 6.5.1.** Delivery of the Works shall be made by the Successful Bidder in accordance with the requirement raised by SECI.

6.6. Payment

- 6.6.1.** The Successful Bidder's request(s) for payment shall be made to SECI in writing, accompanied by a monthly invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.
- 6.6.2.** Payment will be based on the rates quoted by the Successful Bidder in his price bid.
- 6.6.3.** Payment shall be made in Indian Rupees.
- 6.6.4.** In the event of excess release of funds to Successful Bidder, SECI shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.
- 6.6.5.** Income Tax & any other taxes as applicable shall be deducted at source from all the payments made to the Successful Bidder.

6.7. Prices

Price mentioned in the Letter of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder.

6.8. Assignment

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with SECI's prior written consent.

6.9. Force Majeure

- 6.9.1.** Notwithstanding the provisions of tender, the Successful Bidder 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.
- 6.9.2.** For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 6.9.3.** In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the

force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the PBG shall be refunded to him.

- 6.9.4.** If a force majeure situation arises, the Successful Bidder shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the Work, if required.

6.10. Termination for Convenience

SECI, by written notice sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SECI's convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

6.11. Successful Bidder Integrity:

The Successful Bidder 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.

6.12. Successful Bidder's Obligations:

- 6.12.1.** The Successful Bidder is obliged to work closely with SECI's staff, act within its own authority and abide by directives issued by SECI. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free SECI from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold SECI responsible or obligated.

- 6.12.2.** The Successful Bidder will treat as confidential all data and information about SECI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SECI.

6.13. Indemnification & Transfer of legal ownership

Successful bidder shall indemnify SECI for any software Patent/IPR related issue and it is the responsibility of Successful bidder to transfer the legal ownership or patent rights/IPR to SECI on completion of assigned Work.

6.14. Settlement of Disputes

- 6.14.1.** If any dispute of any kind whatsoever shall arise between SECI and Successful Bidder 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, the parties shall seek to resolve any such dispute or difference by mutual consultation.

- 6.14.2.** 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 given in accordance to with GCC Sub Clause 6.14.2, shall be finally settled by arbitration.
- 6.14.3.** The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- 6.14.4.** The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 6.14.5.** Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 6.14.6.** The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 6.14.7.** 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 6.17(Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 6.14.8.** Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 6.14.9.** Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

6.15. Limitation of Liability

The aggregate liability of the Successful Bidder to SECI, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value.

6.16. 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.

6.17. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

6.18. Notices

- 6.18.1.** Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Bid.
- 6.18.2.** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.19. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by SECI.

6.20. Severability:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

6.21. Counterparts:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

6.22. Rights & remedies under the contract only for the parties:

This contract is not intended & shall not be construed to confer on any person other than SECI & Successful Bidder hereto, any rights and / or remedies herein.

6.23. Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in this tender.

6.24. Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies SECI and shall hold SECI harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify SECI and also

hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

6.25. Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

6.26. Intellectual Property Rights

The entire software developed under this contract shall be property item of SECI and it will not under any circumstance be commercially distributed or exploited by the Successful Bidder in direct or modified form.

Section 7

FORMATS FOR BID SUBMISSION

Section 7

7.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3 and other submission requirements specified in the Tender Document.

- i. Format of Covering Letter (Format 1)
- ii. Format for Price Bid (Format 2)
- iii. Format for Performance Bank Guarantee (Format 3)

The Bidder may use additional sheets to submit the information for his detailed response.

FORMAT-1

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address#

To

General Manager (Solar/IT)
Solar Energy Corporation of India Limited (SECI)
1st Floor, D-3, A-Wing, District Centre,
Saket, New Delhi-110017

Sub: Response to Tender Document No-----dated ----- for Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems.

Dear Sir,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for the Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems.

1. We give our unconditional acceptance to the Tender Document, dated *[Insert date in dd/mm/yyyy]*, issued by SECI. In token of our acceptance to the Tender Document, the same have been initialed by us and enclosed with the response to Tender Document.
2. We have enclosed EMD of Rs. (Insert Amount), in the form of DD/ Pay Order no.....*[Insert DD/Pay Order number]* dated *[Insert date of DD/Pay Order]*.
3. We have submitted our response to Tender Document strictly as per Section – 7 (Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
4. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

5. We hereby confirm that power of attorney / board resolution (strike out whichever is not applicable) dated is also enclosed with our Bid.
6. Familiarity with Relevant Indian Laws & Regulations:
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.
7. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
8. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from SECI.
9. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
10. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of ninety (90) days from the last date of submission of response to Tender Document).

11. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name :
Designation:
Company :
Address :
Phone Nos.:
Mobile Nos.:
Fax Nos. :
E-mail address :

12. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,
Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board

FORMAT- 2

PRICE BID

**Covering Letter
(On Bidder's letter head)**

[Date and Reference]

To,

General Manager (Solar/IT)
Solar Energy Corporation of India Limited
1st Floor, D-3, A-Wing, District Centre,
Saket, New Delhi-110017
Tel./Fax No.:.....

Sub: Response to Tender Document for Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems vide Tender Document No.-----

Dear Sir,

I/ We, _____ (Applicant's name) enclose herewith the Financial Proposal for selection of my / our company for Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the due date of submission of the response to Tender Document such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

PRICE BID FORMAT

Subject: - Response to Tender Document No----- Dated-----for Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems.

S. No.	Description	Amount in INR (in figure)	Amount in INR (in words)
1	Activities covered under Project Milestone – 1 to Milestone – 4		
	Service Tax if any		
	VAT if any		
Sub Total (A)			
S. No.	Description	Amount in INR (in figure)	Amount in INR (in words)
1	Total charges for 2 years technical maintenance support post Go-Live (Milestone-4)		
	Service Tax if any		
	VAT if any		
2	Hosting charges for 2 years during technical support period		
	Service Tax if any		
	VAT if any		
Sub Total (B)			
Total Contract Price= (Sub Total (A) + Sub Total (B))			

Note:

1. Total contract price shall be considered for purpose of evaluation, award, LD computation and PBG amount.
2. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
3. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
4. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
5. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.

6. All the bidders have to bid for both the items mentioned above. Bid for any one item is not permitted and to be liable for rejection.
7. Bidder is required to ascertain correctness of taxes & duties as taxes & duties mentioned by bidder, shall be considered during evaluation. In case the bidder has mentioned these wrongly in the price bid other than the applicable taxes & duties then SECI will consider mentioned taxes & duties by the bidder limited to applicable taxes & duties. The same shall be paid / reimbursed based on documentary evidence subject to maximum of which have been mentioned by bidder & considered for evaluation.
8. Service Tax and VAT fields should be filled by bidders. No additional taxes (duties) shall be paid to the bidder except service tax and VAT on account of contract between SECI and the successful bidder subject to maximum of which has been quoted by bidder in his price bid.
9. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
10. Statutory variation in service taxes & VATs shall be paid/reimbursed by SECI based on submission of documentary evidences.

Authorized Signatory
Name
Designation
Date
Name of the Company

FORMAT- 3

FORMAT FOR PERFORMANCE BANK GUARANTEE

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

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for "Design, Development, Hosting and Maintenance of Mobile App for Grid Connected Solar Systems at Solar Energy Corporation of India Limited (SECI)" in response to the Bid dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Bid of[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No ----- to (Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s -----, if applicable]. As per the terms of the tender, the _____ [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder , to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address. Dated this ____ day of ____, 20__ Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-I.

Annexure-I

List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The Hong Kong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.

12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	