

**Amendment 1 : NIT No: SECI/Cont./Ind./02/2016/Lnt2**

<b>S. No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Original clause as per Bid Documents</b>	<b>Amended Clause/ New Clause</b>
1	4.2 (d) : TECHNICAL ELIGIBILITY CRITERIA	9	Bidders must have supplied minimum 50000 Li-Ion solar lanterns cumulatively in any one of the previous financial years.	Bidders must have supplied minimum 50000 solar lanterns cumulatively in any one of the previous financial years. However, if any prospective bidder has supplied minimum 50,000 solar lanterns in current Financial Year i.e. after 01/04/2016 till the date of Techno-commercial Bid Opening, the bidder shall also be considered.
2	3.1 BATTERY : TECHNICAL SPECIFICATIONS	57	The batteries should be provided with > 2000 life cycles for Li-Ion @ 50% DOD.	The batteries should be provided with Li-Ion or Li- Ferro Phosphate or any such battery which gives > 2000 life cycles @ 50% DOD
3	FORMS AND FORMATS	66-67	Appendix 4	Revised appendix 4 as per amendment 01 is to be considered.

## Appendix 4

### FORMAT FOR BANK GUARANTEE

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for selection of the Project in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the RfS of .....[insert the name of the Bidder] as per the terms of the RfS, the \_\_\_\_\_ [insert name & 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 authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount in words] only, on behalf of M/s. \_\_\_\_\_ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_[insert date of validity in accordance with ITB Clause No. 1.2.1 of this RfS] 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 \_\_\_\_\_ [insert date of validity in accordance with ITB Clause No. 1.2.1 of this RfS]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the 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 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 Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of ITB Clause No. 1.2.1 of this RfS] with an additional claim period of thirty (30) days thereafter. 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\_\_

**Clarification 1 : NIT No: SECI/Cont./Ind./02/2016/Lnt2**

S.No.	Clause No.	Page No.	General clause	Query	clarification
1				Our Company is a PARTNERSHIP FIRM, can we participate in Bidding?	RFS conditions will prevail.
2				We start the process to convert the PARTNERSHIP FIRM to PRIVATE LIMITED Company. But it is Under process and take 15 working days from now. We want to Know that the acknowledgement of Application to ROC is sufficient for bidding or not ?	RFS conditions will prevail.
3	4.2 d)		Technical Eligibility Criteria : Bidders must have supplied minimum 50000 Li-ion Solar Lanterns cumulatively in any one of the previous financial years	There are hardly any Indian manufacturer who had manufactured and supplied 50000 Li-Ion or LiFe Po4 Solar Lanterns. We have successfully designed, manufactured and supplied 1,43,000 lanterns to various State Nodal Agencies, NGOs, other government and non-government organizations through Solar Energy Corporation of India Limited. Hence we request you to kindly consider our	Refer amendment01.
4	GCC Clause 14		Payment : Para 4) 10% of the amount after the establishment of service centres and acceptance by SECI	Is this clause applicable for every single dispatch OR once all the service centres are established and accepted by SECI, will the 10% of payment released not withstanding to the condition of acceptance by	Once all the service centres established and accepted by SECI.
5	Technical Specification			Whether Li-Ion or LifePo4 to be used in the lantern. We will be able to get the >2000 cycles @ 50% DoD & warranty of 5 years only with LifePo4 battery.	Refer Amendment 01
6	Technical Specification		Levels of Operation	whether it is required 2 or more modes are required ?	2 (Two) modes
7				We are being a Small Scale Industry and registered under MSME & NSIC, there is a provision for EMD Exemption and relaxation in payment security deposit (Performance Guarantee). We have submitted our representation to your office during meeting. Request you to kindly consider the same.	RFS conditions will prevail.
8				As per above mentioned tender only companies are allowed to participate in the tender, we request you to allow proprietorship firms & partnership firms to participate	RFS conditions will prevail.
9				For experience supply till last year is being considered in the tender. Experience till date should be	Refer amendment01.
10				NSIC registered firms should be exempted from EMO. All the tenderers exempt the MSME Units which are registered with NSIC. Request you to kindly consider.	RFS conditions will prevail.
11	Technical Specification			The beam angle foe LED would be 120 degrees ,however beam angle of the product would be 140 degrees.	The beam angle for the LED would be 120 degrees ,however beam angle of the product would be 140 degrees.
12	Technical Specification			Since life cycle criteria is 2000 ,therefore only Li Fe Po4 battery is the option	Refer Amendment 01
13	Technical Specification			The light could be 2 mode.?	2 (Two) modes.
14				whether you would be relaxing some of the financial part of the bid-conditions or not (to suit a start-up).	RFS conditions will prevail.
15	4.1	9	Applicants have to apply individually and not in consortium	Applicants have to apply individually and Consortium/Joint Venture is allowed.	RFS conditions will prevail.