## AMENDMENTS for Tender: REF. NO: RECPDCL/ODISHA/SOLAR/PMA/2015-16/2429 Date: 24.11.2015

Design, Supply, Installation, Commissioning & Maintenance for 5 years of (5kWp X 16Nos) Off-Grid

Rooftop Solar PV Power Plant with battery backup in 16 Residential Schools in 9 districts of Odisha

state.

Ten		ion, Commissioning & Maint	enance for 5 years of (5kWp X 16Nos) Off-Grid dential Schools in 9 districts of Odisha State			
	<u>Companies Present:</u> M/s Central Electronics Ltd (CEL), Cambridge Energy Resources Ltd, Jakson Engineers Ltd, Pranat Engineers Pvt Ltd/Alien Energy Pvt Ltd, Statcon Energiaa Pvt Ltd, LCG Industries Ltd, KBS India.					
SI. No	Discussed Point	Details / Description of Clauses of tender Document	Proposed Amendments			
1	Consortium or Joint venture with MNRE channeled partner may be allowed / included in eligibility criteria in order to participate in bid document.	No specific clause regarding Consortium and Joint venture company's participation in bid submission.	(1) Consortium and Joint ventures (JV) are allowed. For JV or consortium, there shall be a lead bidder and it may propose their associate (not more than one). (2) In JV/Consortium, Lead Bidder has to be exclusively specified (3) One of the member of consortium should be a channel partner of MNRE. (4) In case an associate is proposed, the role of the associate shall be clearly defined in the bid document. (5) A lead bidder shall submit only one bid for the work. It shall not be a member of any other bid for the same work. (6) There shall be a joint venture or consortium group agreement or MoU executed between parties exclusively for the project and which shall be legally enforceable by way of attesting by a notary. (7) All bid documents have to be signed by both consortium parties jointly and shall submit as per eligibility and tender requirements. (8) Consortium parties have to submit an undertaking for completing the assignment jointly on judicial stamp paper of 100/- However, both the main agency and its associate shall be jointly and separately responsible for completion of tender work. (9) Lead bidder and its associate are both responsible and liable for all acts / deeds etc jointly and severally (10) One of the consortium partners shall have average annual financial turnover about 75% of turnover specified in the eligibility criteria. (11) Payments for works completed will be released to the lead bidder.			
2	Two years of Indian operations can be considered as eligible for bid submission.	The bidder should have been in operations in India for a period of at least 3 years as on last date of Bid submission.	No Change.			
3	EMD amount ( 2.5 Lakhs) payment may be exempted for NSIC accredited agencies.	Those agencies exempted by NSIC against submission of EMD are no need to submit the EMD, however, related document / certificate from NSIC need to be submitted.	No Change.			
4	Whether contractor has to provide connection of essential load of Solar energy at schools.	Wiring / Hardware cost of connecting Essential load which will be used thru Solar energization (as per end user's requirement) is inclusive of contract value.	No change.			
5	In any case of theft or	No specific clause regarding	It will be Contractor's responsibility as contractor			

theft or damage of Solar

will take Insurance cover from procurement of

damage of Solar

	components / equipments during construction and O&M period, who will bear the cost and responsible for the same.	components / equipments during construction and O&M period.	plant equipment till end of 5-year Comprehensive Maintenance Contract period.
6	Staggered Payment percentages, i.e., 35%, 35%, 30% may be revisited and modification (major payments soon after commissioning of plants and less percentage of remaining for O&M period) is needed especially, last two payments, i.e., 35%, 30%.	Clause: 14. PAYMENT TERMS:  1. Mobilization advance of 10% of contract value will be released after submission of Bank guarantee of the 10% of contract value and submission of detailed approved Drawings, BOM, BOQ and Project implementation plan including timeline by the agency, which will be adjusted in the subsequent payments. 2. 35% of contract value will be disbursed after the delivery of all the materials for each SPV power plant mentioned in the BOM and accepted by RECPDCL. 3. 35% of contract value will be disbursed after completion of successful commissioning of all the SPV power plants and 3 months of successful Operation of each SPV power plant. 4. Rest 30% of contract value will be disbursed after submission of performance bank guarantee for 5years for Comprehensive Maintenance.	Clause: 14. PAYMENT TERMS:  1. Mobilization advance of 10% of contract value will be released after submission of security/ performance Bank guarantee of the 10% of contract value and submission of detailed approved Drawings, BOM, BOQ and Project implementation plan including timeline by the agency, which will be adjusted in the subsequent payments.  2. 35% of contract value will be disbursed after the delivery of all the materials mentioned in the BON for all awarded Solar PV plants and accepted by RECPDCL.  3. 35% of contract value will be disbursed after completion of successful commissioning of all awarded SPV power plants and 3 months of successful Operation of all awarded SPV power plants.  4. 20% of contract value will be disbursed after handover of all awarded SPV plants to respective School head or In-Charge.  5. 10% of contract value: (a) 2% payment annually after completion of 2 maintenance years from date of handover of all awarded plants (b) 2% payment annually after completion of 2 maintenance years from date of handover of all awarded plants (c) 2% payment annually after completion of 3 maintenance years from date of handover of all awarded plants (d) 2% payment annually after completion of 4 maintenance year from date of handover of all awarded plants (e) 2% payment annually after completion of 5 maintenance years from date of handover of all awarded plants (e) 12% payment annually after completion of 5 maintenance years from date of handover of all awarded plants (e) 2% payment annually after completion of 5 maintenance years from date of handover of all awarded plants (e) 2% payment annually after completion of 5 maintenance years from date of handover of all awarded plants (e) 2% payment annually after completion of 5 maintenance years from date of handover of all awarded plants (e) 12% payment annually after completion of 5 maintenance years from date of handover of all awarded plants (e) 12% payment annually after completion of 5 maintenance years from date of handover of all awarded plants
7	No VAT and related tax deductions during procurement of equipment and construction of plant.	All taxes and duties as prescribed both under central and state Government sales tax rules would be applicable.	Referring the "Price Bid Annexure - B" of tender document, the project contract value is inclusive of both State and Central Govt. duties and taxes as applicable on the date of execution of project, mainly, VAT/CST and Service tax on the supply of material and execution of service respectively. At the time of release of payment to the vendor TDS WCT / Labour cess will be deducted as the case may be.
8	RECPDCL has to provide Form-C certificate during procurement of equipment.	No specific clause regarding Form- C submission.	Format-C cannot be issued.
9	Security Deposit / Performance Bank Guarantee (PBG) Fees: The successful bidder must deposit the Security amount / Performance Guarantee	Security Deposit / Performance Bank Guarantee (PBG) Fees: The successful bidder must deposit the Security amount / Performance Guarantee	Security Deposit / Performance Bank Guarantee (PBG) Fees: The successful bidder must deposit the Security amount / Performance Guarantee fees @ 10% of the ordered value with RECPDCL, New Delhi-110019 at the time of acceptance of the work

fees @ 10% of the ordered value with RECPDCL, New Delhi-110019 at the time of acceptance of the work order in shape of Bank Guarantee in two parts, 50 % value with 5 ½ years validity and the balance 50% value with 10 ½ years validity from the date of acceptance of the work order or till the completion of respective warranty periods whichever is later. The said deposit would be forfeited, if the supplies are not made as per the Terms & Conditions of the purchase order. 50% of the security deposit amount will be refunded after the expiry of the Warranty period and CMC period of the systems, subject to satisfactory execution / performance of the systems. Balance 50% of the Security deposit shall be released after expiry of warranty period of 10 years provided for the SPV modules subject to the successful performance.

fees @ 10% of the ordered value with RECPDCL, New Delhi-110019 at the time of acceptance of the work order in shape of Bank Guarantee in two parts, 50 % value with 5 ½ years validity and the balance 50% value with 10 ½ years validity from the date of acceptance of the work order or till the completion of respective warranty periods whichever is later. The said deposit would be forfeited, if the supplies are not made as per the Terms & Conditions of the purchase order. 50% of the security deposit amount will be refunded after the expiry of the Warranty period and CMC period of the systems, subject to satisfactory execution / performance of the systems. Balance 50% of the Security deposit shall be released after expiry of warranty period of 10 years provided for the SPV modules subject to the successful performance.

order in the shape of Bank Guarantee of 5½ years validity from the date of acceptance of the work order or till the completion of comprehensive maintenance contract (CMC) period whichever is later. The said deposit would be forfeited, if the supplies are not made as per the Terms & Conditions of the purchase order. This security deposit amount will be refunded after the expiry of CMC period of the awarded SPV plants, subject to satisfactory execution / performance of the systems. Modified Comprehensive Maintenance Contract (CMC) for is here with attached as annexure-2.