

Clarifications & Amendments to RFP:SECI/SOLAR/PV/SP/CON/14-15/001

Ref No: SECI/SOLAR/PV/SP/CON/14-15/CLA/AMD/001

Major issues raised during Pre BID conference of ***RFP:SECI/SOLAR/PV/SP/CON/14-15/001*** at SECI's office on **26/09/2014** and subsequent communications done by the prospective Bidders/ Applicants, a set of clarification & amendments with respect to same are provided herein. Except the clarifications & amendments mentioned below all other terms & conditions of the RFP remains unaltered & shall prevail under the conditions provided therein.

Clarifications

Sl. No.	Queries raised	Clarification
1	Is soil characteristic investigation / geotechnical study is required to be carried out?	With reference to Clause 1.2.1 It is clarified further that; 1.1 As per scope of work consultant needs to quantify the requirement of land filling / cutting from each grid of size 100 m x 100 m. 1.2 Geo-Technical survey is not required as per the scope of work. 1.3 Contour Mapping based on topographic survey shall be done by the consultant.
2	Is Evacuation Route Survey required to be done by the consultant	2.1 With reference to Clause 1.2.5 It is clarified further that, evacuation route survey is not required, however a walk through survey indicating most appropriate route for evacuation of power in suitable CTU/STU to be conducted and submitted by the consultant.
3	Definition of Detailed Designing as per scope of work to be clarified	3.1 With reference to Clause 1.2.7 It is clarified further that Layout, sizing (along with backup calculation), BOQ preparation of all the infrastructure components described under clause 1.2.7 shall be done by the consultant
4	Any visit cost for SECI meetings / presentation, site inspection etc. related to DPR assignment will be reimbursed separately at actuals against submission of bills or not	4.1 This stands clarified that , no additional payment shall be made for any activity related to the scope of RFP: SECI/SOLAR/PV/SP/CON/14-15/001 but not limited to meeting, site visit, tour, presentation. Bidder shall quote its price considering all the associated activities required to complete the scope of work as prescribed in above mentioned RFP.
5	In case one goes for empanelment only, without bidding for DPR for the present	5.1 This stands clarified that , the Consultant awarded the work of preparation of the DPR for a specific solar park, shall not be eligible for EPC or any other work where

	sites, kindly confirm whether he will be still eligible for participation in SECI tenders for the Project Management Services during execution stage of the present / future solar park projects	conflict of interest arise with respect to that specific Solar Park. For any assignments in other Solar Parks by SECI, it does not disqualifies him from participation.
6	Site location details, input data for financial analysis, local grid data etc. will be provided/facilitated by SECI or not	6.1 This stands clarified that, SECI shall provide the site location details as furnished by respective designated state agency. All other inputs/information/data required to carry out the work described in scope of work in RFP shall be arranged by the Consultant.
7	The extent of development of roads means development of the Peripheral roads within the solar park limits only or all major(inner) roads in the solar park	7.1 With reference to 1.2.7 (para-2) It is clarified further that, presently it is envisaged to issue Plot sizes equivalent to 50 MW of Solar PV Plant to the Solar Power Plant Developers (SPDs) & any road network within the identified plot size for Solar Plant shall be done by the respective SPDs. However details with respect to all the major road network for the solar park including peripheral roads to ensure the accessibility of the individual Plots by the SPDs in the Solar Park shall be provided by the Consultant. However in case of any change in plot size consultant would be required to update the road layout accordingly.

Amendments

Sl. No.	Queries raised / Suggestion made	Relevant clause of the RFP	Amended Clause
1	More than two JV partners to be allowed	5.1.4 A consortium of two parties (through Joint bidding Agreement as per Annexure D), with one being declared the lead member can come together for meeting the eligibility requirements prescribed in Evaluation Matrix. However financial eligibility (i.e. Average Turnover + Positive Net-worth requirement) must be met by the lead member of the consortium alone	Clause 5.1.4 stands amended as A consortium of maximum three Companies is allowed to meet the eligibility requirement as per clause 5.1.6 & 5.2 , subject to meeting the requirements of clause 5.1.2 & 5.1.3 by the Lead Member. Suitably amended joint bidding agreement document (Amended Annexure-D) is Appended.
2	Relaxation of time limit for submission of BID	Response to RFP addressed to undersigned (GM Solar, SECI) must be received by SECI up to 1400 Hours on 08/10/2014 and Techno-Commercial BID shall be opened on the same day at 1500 Hours .	2 Response to RFP addressed to undersigned (GM Solar, SECI) must be received by SECI up to 1400 Hours on 16/10/2014 and Techno-Commercial BID shall be opened on the same day at 1500 Hours
3	None	2.1.3 Bidder shall be required to submit Bid Security in the form of Demand Draft of an amount ₹ 50,000/- (Rupees Fifty Thousand only) payable to SECI at New Delhi	Clause 2.1.3 stands amended as Bidder shall be required to submit Bid Security in the form of Demand Draft of an amount ₹ 50,000/- (Rupees Fifty Thousand only) payable to Solar Energy Corporation of India at New Delhi.
4	Size of projects as per eligibility criteria may be relaxed & nature of experience in Engineering Design to be clarified	5.1.6 (ii) & 5.2.2 Engineering design for Industrial, solar Parks (1000 Acres) / SEZs, township, (500 Acres).	Clause 5.1.6 (ii) & 5.2.2 stands amended as Engineering design for the Electrical, Civil, Mechanical & Plumbing infrastructure of Industrial Park or Solar Park or Special Economic Zone (SEZ) or Township each of area not less than 500 Acres.

5	Eligibility criteria of Empanelment for Project Management works of Solar Park	Clause 1.1 (Final Para) Applicants/Bidders may also choose to get empaneled with SECI for upcoming Solar Parks in various states. The pool of empanelled consultant will also be eligible for participation in SECI's tender for Project Management works for these solar Parks and also for the upcoming ones	This stands amended as Applicants/Bidders may also choose to get empaneled with SECI for Preparation of DPR for upcoming Solar Parks in various states as per the scope of work elaborated in the RFP & subsequent clarifications and amendments. For empanelment/award of Project Management work of the Solar Parks a separate tender will be called by SECI.
9	Is experience certificate in foreign language is acceptable.	Clause 2.6 Language The Application and all documents forming part of the Application shall necessarily be in English language. In case certain documents are in any other language, the Applicant shall submit duly certified and authenticated English translations of the same. Supporting materials, which are not in English and for which the certified and authenticated translations have not been submitted shall not be considered for the purpose of evaluation with respect to the empanelment.	Clause 2.6 stands amended as Language The Application and all documents forming part of the Application shall necessarily be in English language. In case certain documents are in any other language, the Applicant shall submit an authenticated English translations of the same. Such Supporting documents/materials not in line with above shall not be considered for the purpose of evaluation with respect to this RFP
10	What happens to a bidder who fails to deliver the work within time line, will he be blacklisted for all future works?	Clause 2.16 Ineligibility for Future Tenders Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award / Purchase order, either does not accept the Letter of Award or does not submit an acceptable Performance Bank Guarantee and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.	Clause 2.16 stands amended as Ineligibility for Future Tenders Notwithstanding the provisions regarding forfeiture of Bid Security specified above, if a bidder after having been issued the Letter of Award / Purchase order, either does not accept the Letter of Award or does not submit an acceptable Performance Bank Guarantee or by any act of consultant which results in tender being annulled, then such bidder shall be treated ineligible for participation in re-tendering of this particular package. SECI reserves the right to nullify the empanelment of an empaneled consultant & thus forbidding him from participation in any tenders/RFP/RFE called by SECI for such period specified by it;

			<ul style="list-style-type: none"> ➤ In case, if the successful bidder fails to carry-out the work awarded, within the specified time line (except Force Majeure conditions). ➤ In cases of gross negligence/ malpractice / wilful misconduct on the part of consultant.
11	Table appended under clause 1.1 citing details of location of the proposed Solar Park stands amended as		
	Sl. No.	State	Location Details
	1	Madhya Pradesh	Itar Pahar, Rewa District
	2	Telengana	Ghattu, Mahaboob Nagar District
	3	Andhra Pradesh	NP Kunta, District Anantpur & Galiveedu, Kadapa District
	4	Andhra Pradesh	Pinnapuram, Kurnool District
	5	Gujarat	Taluka Vav, District-Banaskantha
12	Extension of time limit for completion of work is requested.	Clause 3.12 Extension of time the limit: Request for extension of time should be accompanied with suitable reasons, justifications and documentary evidence as required for approval of SECI. Approval of extension of time may be subject to imposition of LD. If, so decided by SECI.	Clause 3.12 stands amended as Extension of time the limit: No time extension is envisaged at this moment. For any extreme condition which is beyond the control of Consultant, he may request for extension of time, which should be accompanied with suitable reasons, justifications and documentary evidence as required for the consideration of SECI. Approval of extension of time may be subject to imposition of LD, if so decided by SECI. In case SECI grants time extension, the Consultant shall extend the validity of its Performance Bank Guarantee for the extended period. Such time extension may be considered by SECI without any prejudice to other terms & conditions of the RFP/Contract.

Joint Bidding Agreement Format for “Award &/or Empanelment of Consultant for Preparation of Detailed Project Report for Solar Parks”

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this day of 20...

AMONGST

{....., lead member of consortium} and having its registered office at (Hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{....., technical member-1 of consortium} and having its registered office at (Hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{....., technical member-2 of consortium} and having its registered office at (Hereinafter referred to as the **“Third Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND & THIRD PART are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**

WHEREAS,

- (A) Solar Energy Corporation of India (hereinafter referred to as the **“Corporation”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **“Applications”**) by its RFP:SECI/SOLAR/PV/SP/CON/14-15/001 dated 19.09.2014 for award of the work of preparation of Detailed Project Reports for Solar Parks (hereinafter called **Project**) in Madhya Pradesh, Telangana, Gujarat & Andhra Pradesh &/or empanelment for the same in various parts of the country.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP:SECI/SOLAR/PV/SP/CON/14-15/001

1. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

2. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process & after it once selected as successful bidder.
- (b) Party of the Second & third Part shall be {The Technical Members for the Consortium}
- (c) Provide the actual details / role / expertise of the members of the consortium

3. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP.

4. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the board

resolution/ power of attorney in favour of the person to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- (i) require any consent or approval not already obtained; nor
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
- (c) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial/technical condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the date of validity period of Award &/or Empanelment and further in accordance with the Letter of Award subsequently issued if bid arrives as successful. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the work, the Agreement will stand terminated in case the Applicant is not pre-qualified.

6. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Corporation.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
SECOND PART :

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART :

(Signature)
(Name)
(Designation)
(Address)

In Presence of:

Witness 1

Witness 2

Witness 3