

Anneuxure -II: Amendments - 03

Amandments (SECI/SD/NIT/2016/BDL/5MW Amendment - 03)					
NIT: SECI/SD/NIT/2016/BDL/5MW Solar PV Power Plant					
S. No.	Section	Page No.	Clause	Original clause as per Bid Documents	Amended Clause/ New Clause
	IFB	5 of 7	4.2.1	The bidder should have designed, supplied, erected/supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power Plant(s) of following cumulative installed capacity of 5 MW. Out of which at least two Plants should have been of 1 MWp capacity or above. The reference two Plants of 1 MWp or above capacity must have been in successful operation for at least Six months prior to the scheduled date of techno-commercial bid opening.	The bidder should have designed, supplied, erected/supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power Plant(s) of following cumulative installed capacity of 2.5 MW (Ground mounted SPV plant). Out of which at least two Plants should have been of 1 MWp capacity or above. The reference two Plants of 1 MWp or above capacity must have been in successful operation for at least Six months prior to the scheduled date of techno-commercial bid opening.
2	IFB	7 of 7	4.3.6	Additional clause inserted	In case a bid is submitted by a Joint Venture (JV) of two or more Companies, they must meet the following requirements: i) The lead Partner shall meet, not less than 50% of the Financial eligibility criteria as per clause 4.3.1 of IFB. ii) The Technical partner of the JV shall meet 100% of Technical Experience criteria as per clause 4.2 of IFB. iii) Each of the other Partner(s) individually shall meet not less than 25% of the Financial eligibility criteria as per clause 4.3.1 of IFB. However, in total all the partners shall jointly meet the 100% financial eligibility criteria as per clause 4.3.1 of IFB. iv) All the JV partners shall individually meet the financial eligibility criteria as per clause 4.3.2 of IFB. Note: (i) A Joint Venture (JV), if incorporated as a Company, is required to submit Bid Security in the name of Joint Venture only. In case of Consortium or a JV not in form of a Company, the Bid Security shall be submitted in the name of the Lead Partner. (ii) JV is also required to submit Power of Attorney (As per Appendix-22 of Section-VI: FORMATS) and Form of undertaking by the JV partners (As per Appendix-23 of Section-VI: FORMATS). (iii) JV is also required to declare scope of work to be executed by each partner of JV.
	ITB	5 of 31	Amended clause 1.2.1	INTEGRITY PACT BANK GUARANTEE (IPBG) of Rs.20,00,000/- (Rupees Twenty Lakh only) & Integrity Pact Agreement as Per Appendix-22 & 23 must be submitted by the bidders along with Techno-commercial BID in original as well as online. BID documents not having IPBG of requisite amount as mentioned above shall be treated as nonresponsive. Returning of IPBG for unsuccessful bidders shall be in line with returning procedure for returning of Performance Bank Guarantee as per ITB Clause: 2.10.6, Validity of IPBG shall be governed as per Appendix-23	None of the bidders are required to submit IPBG (not even the successful bidder). However, all the bidders are required to submit signed and stamped copy of INTEGRITY PACT AGREEMENT (original copy also).
	Forms and Formats		Appendix - 22	Additional forms inserted	Refer Appendix - 22
	Forms and Formats		Appendix - 23	Additional form Inserted	Refer Appendix - 23

APPENDIX-22: FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to (NIT NO. – SECI/SD/NIT/2016/BDL/5MW..... the bids for which have been invited by (insert name of the Employer along with address) (hereinafter called the 'Employer') to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the

Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note :

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partner(s) and should invariably be witnessed.

APPENDIX-23: FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the NIT NO. – SECI/SD/NIT/2016/BDL/5MW..... for (insert name of the project of (insert names of the Employer), a Company incorporated under the Companies Act of 1956 having its registered office at(insert registered address of the Employer)..... (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated

AND WHEREAS the Employer invited bids as per the above mentioned Specification for, design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the bidding documents under (insert name of the project)

AND WHEREAS Clause 4, Section-IFB (documents establishing the Qualification of Bidder) & Qualification Criteria forming part of the bidding documents, inter-alia stipulates that an Undertaking of two or more qualified firms/partner(s), meeting the requirements of Qualification Criteria, as applicable, may bid, provided, the Joint Venture fulfils all other requirements under Clause 4 of IFB and in such a case, the Bid Forms shall be signed by all the partner(s)s so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of as per bidding documents, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall

act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the project in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the project/equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (to be suitably appended by the Parties along with this Undertaking in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partner(s) to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of
M/s.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note :

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partner(s) and should invariably be witnessed.