

**SOLAR ENERGY CORPORATION OF INDIA**  
**New Delhi-17**

No: SECI/Cont./Ind./68/2014

Date:17.07.2014

**Subject:** Amendments No-1 and Clarifications to Bid No: SECI/Cont./Ind./68/2014 dated 23-06-2014 for Implementation of Mini Grid Solar PV plant with aggregate capacity of 101 kWp in three villages (i.e. Bhoj Nagal, Bhod Dian and Baswala) under Ambala circle in Haryana State

Dear Sir,

1. This has reference to Bid No: SECI/Cont./Ind./68/2014 dated 23-06-2014 and the Pre Bid meeting held at SECI office on 08.07.2014 at 11A.M and discussions /concerns of various stake holders of the project during the prebid meeting. Some of the concerns /suggestions raised therein have been considered for acceptance.
2. All such changes have been suitably incorporated as amendments and clarifications dated 17.07.2014 to the existing terms and conditions and listed in **Table-A** and Clarification dated 17.07.2014 as **Table-B**. This amendment shall form an integral part of the Bid document dated 23.06.2014 and shall constitute a part of the Bid document.
3. In view of above, last date of bid submission is **extended upto 29<sup>th</sup> July,2014 till 2p.m.**
4. Price bid and commercial bid opening shall be on **29<sup>th</sup> July,2014 at 3:00p.m.** All other terms and conditions of Bid shall remain same.

Thanking you,

Yours faithfully,

**Sd/-**  
**(Avnish Parashar)**  
**Dy. Manager (C)**

**Table-A**

Sr.No	Reference to the Clause, Page No. and Section of the Bid No: SECI/Cont./Ind./68/2014 dated 23-06-2014	Provision in the Bid document dated 23-06-2014	Corrigendum /Addendum Clause
1.	Bid No: SECI/Cont./Ind./68/2014 dated 23-06-2014, Page No: 1 to 99	The time period for O&M shall be 20 years from the date of Commissioning of project. Project cost for initial 5 years of O&M period is included in the total project cost quoted by the bidder in his price bid.	<p><b><u>Operation &amp; Maintenance (O&amp;M) period of Mini Grid Solar PV plants in the tender document shall be replaced as under:</u></b></p> <p>The time period for O&amp;M shall be 10 years from the date of Commissioning of project. Project cost and cost of O&amp;M for initial five (5) years is to be included in the total project cost to be quoted by the bidder in his price bid. The O&amp;M cost from 6<sup>th</sup> year onwards shall be met out of the funds collected from tariff and shortfall, if any to be met by the Contractor.</p>
2.	Clause 1.2.3, General Scope of Work, Page No. 14, Section-II	Contractor shall identify the Land(s) for development of Mini Grid SPV plant(s) and facilitate SECI to have legal agreement from Land Owner(s) for agreement regarding right to use/Lease deed for 21 years in favour of SECI/Employer. (The format for Lease deed/agreement shall be furnished later). No separate payment will be made by SECI regarding land for lease rent or any other purpose and Successful bidder /Contractor shall be required to bear entire expenditure for the duration of Contract.	<p>Contractor shall identify the Land(s) for development of Mini Grid SPV plant(s) and facilitate Village Level Committee (a registered society / registered cooperative) to have legal agreement from Land Owner(s) for agreement regarding Right to use of land/ Lease deed for 11 years in favour of Village Level Committee (VLC).</p> <p>If the registration of VLC(s) gets delayed ,in such condition contractor shall enter into a legal agreement with Land Owner(s) and construct the Mini grid power plant and transfer such agreement to VLC during or after the Commissioning but not later than 6 months</p>

			from the date of Letter of Award. No separate payment will be made by SECI /VLC regarding right to use of land or lease rent or any other purpose and Successful bidder /Contractor shall be paying the rent /lease rent or any other charges, if applicable on behalf of VLC to the land owner(s) for the duration of Contract.
3.	Clause 1.2.5, General Scope of Work, Page No. 15, Section-II	SECI/ Employer will be the legal owner of Mini grid SPV plant(s) throughout the Contract period and Contractor shall have no rights and claims on assets of mini grid power plant(s) up to 20 years from the date of commissioning. Successful bidder / Contractor will be the custodian of Mini grid solar PV plants and will be responsible for any theft, loss and damage of assets, etc. belongs to Mini grid plant(s). All the recoveries pertaining to any loss of asset due to above reasons shall be on account of Contractor only. At the end of 20 years of O&M, Mini grid plant(s) may be handed over to VLC or Village level Entrepreneurs at sole discretion of SECI.	<p>Village Level committee (VLC) will be the legal owner of Mini grid SPV plant(s) throughout the project life of Mini grid plant(s). VLC shall be a registered society / registered cooperative and Contractor shall be responsible for formation and registration of village level committee. Beneficiaries will form the VLC and nominate the members of VLC.</p> <p>Contractor shall have no rights and claims on assets of mini grid power plant(s). Successful bidder/ Contractor will be the custodian of Mini grid solar PV plants and its upkeep, operation &amp; maintenance and will be responsible for any theft, loss or damage of assets, etc. that belongs to Mini grid plant(s). All the recoveries pertaining to any loss of asset due to any of the reasons shall be from the account of Contractor only.</p> <p>After 10 years of O&amp;M, contractor can operate and maintain the plant for further agreed period on mutual consent between VLC and Contractor.</p>

4.	Sub Clause 1.6.1, 1.6.1.1, 1.6.1.2 and 1.6.2, Tariff for Mini grid Solar PV Power Plants, Page No. 16, Section-II	<p>1.6.1 The tariff allowed for the different villages for households will be a two part tariff which is fixed for first year from the date of commissioning is as follows:</p> <p>1.6.1.1 Monthly fixed tariff Rs. 350/-.</p> <p>1.6.1.2 Per unit charge Rs. 4/kWh.</p> <p>1.6.2 On second year onwards the tariff should be 10% (Ten percent) lower than the nearest local DISCOM (UHBVN) tariff for households up to 19 years.</p>	<p>1.6.1 The tariff allowed for the different villages for households will be a two part tariff which is fixed for first years as follows from the date of commissioning to 31<sup>st</sup> March of next year. Details are as follows:</p> <p>1.6.1.1 fixed charges of Rs. 250/- per month per household throughout 10 years of O&amp;M .</p> <p>1.6.1.2 and per unit tariff of Rs. 3 /kWh.</p> <p>1.6.2 From second year onwards per unit tariff as per amended Clause 1.6.1.2 above for households may be increased by not more than of 5% for charging of tariff from households and it shall be calculated on the preceding year's tariff as follows.</p> <p><b><u>For Example:</u></b> Second year tariff will be calculated as follows:</p> <p>Fixed charges : Rs 250/month and</p> <p>Maximum allowable Per unit tariff of : Rs 3.15 /kWh.</p> <p><b><u>Third year tariff will be calculated as follows:</u></b></p> <p>Fixed charges: Rs. 250/month</p> <p>and</p> <p>Maximum allowable per unit tariff of: Rs. 3.307/kWh.</p> <p>Note: Year in above case for tariff calculation</p>
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			<p>purpose is considered as financial year starting from 1<sup>st</sup> April to 31<sup>st</sup> March of succeeding year. However, year one (1) shall be taken from the date of commissioning of the plant to 31<sup>st</sup> March of succeeding year.</p> <p>Moreover, for O&amp;M purposes the date of reference shall be taken as date of commissioning only.</p>
5.	Clause 1.6.5 of Section-II, Tariff for Mini grid Solar PV Power Plants, Page No. 16,	Nil	<p><b><u>Clause 1.6.5 shall be added after clause 1.6.4 of Section-II.</u></b></p> <p><b>a.</b> Contractor shall be responsible for collection of revenue in coordination with VLC in the form of tariff from the date of Commissioning as per amended Clause 1.6.1 and Clause 1.6.2. Contractor shall open an joint account with VLC and keep the revenue generated from collection of money from beneficiaries in it. Amount will be withdrawn from the account only on joint signature of contractor and VLC after approval from SECI.</p> <p><b><u>b. Initial Five years of O&amp;M:</u></b></p> <p>This money shall not be used or withdrawn from the account for initial 5 years of O&amp;M by the Contractor w.e.f date of commissioning of plant by the Contractor. However, in exceptional circumstances, on request of the contractor SECI may allow to use the money for project related purpose only. Approval of Engineer-In -Charge of SECI in this case is required.</p>

			<p>It may also be noted that;</p> <ol style="list-style-type: none"> <li>1. Withdrawal of money from the account without written consent from SECI for initial 5 years of O&amp;M.</li> <li>2. Collection of money from beneficiaries and not deposited in account</li> </ol> <p>Both the above Sr. No. 1 &amp; 2 shall be treated as Breach of Contract and in the event of which, it may lead to forfeiture of PBG.</p> <p>Bank account access shall be provided to SECI for the purpose of monitoring as per above or Bank statement shall be provided by the Contractor to Engineer-In-Charge on quarterly basis or as and when required.</p> <p>Documents of Bills raised and evidence regarding tariff paid by the beneficiaries needs to be maintained. The contractor shall be bound to give access to its book and records to SECI for the purpose of verification if required.</p> <p><b>c. <u>Subsequent Five years of O&amp;M :</u></b></p> <p>There after money can be used by the contractor to operate and maintain the plant for remaining 5 years.</p>
6.	Sub Clause 5.1, Performance Security/PBG towards Security, Page No. 28, Section-III	Within 21days of receipt of the Notification of Award from the Employer, the Contractor shall furnish Performance Security initially to the Employer for an amount of 10% of the total project cost / Contract Price valid up to 5.5 years from the date of Notification of	Within 21days of receipt of the Notification of Award from the Employer, the Contractor shall furnish Performance Security initially to the Employer for an amount of 10% of the total project cost / Contract Price valid up to 5.5 years initially from the date of Notification of

		Award which includes initial Five(5) year of O&M completion. There after PBG shall be renewed as per clause 5.4 below.	Award which includes initial Five(5) years of O&M completion. There after PBG value shall be reduced by 50% of its original amount and shall be renewed and submitted for next 5 years validity to SECI.
7.	Sub Clause 5.4 and Sub Clause 5.4.1, Performance Security/PBG towards Security, Page No. 28, Section-III.	<p>5.4 Performance Security(PBG) shall be reduced by 2.5% on every 5 years basis by the Contractor till the completion of 20 year of O&amp;M from the date of Commissioning. The value of performance security shall be reduced by 2.5 % on completion of 5 years from the date of commissioning. Successful bidder shall furnish amended bank guarantee valid for next 5 years.</p> <p>5.4.1 The process of submission of reduced value bank guarantee(reduced by 2.5% on every 5 years basis ) valid for next 5 years shall be followed till the end of completion of 20<sup>th</sup> year of O&amp;M w.e.f. date of completion of initial 5 years of O&amp;M period from the date of commissioning.</p>	Sub Clause 5.4 and Sub Clause 5.4.1 shall stand deleted

8.	Sub Clause 5.2, Performance Security/PBG towards Security, Page No. 28, Section-III	Performance security shall be forfeited by the Employer in the event of Contractor's failure to complete its obligations under the Contract or breach of contract conditions.	Performance security (PBG) shall be forfeited by the Employer in the event of Contractor's failure to complete its obligations under the Contract. Failure on the part of contractor to commission the full capacity as per contract shall constitute a Breach of Contract.  In such an event, PBG shall be liable to be forfeited on pro rata basis for the non-commissioned capacity as mentioned above.
9.	Sub Clause 21.1, Liquidated Damages, Page No. 35, Section-III	If the Contractor fails to deliver any or all of the Goods and to complete the Work within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Employer may consider termination of the Contract pursuant to GCC Clause 22.	If the Contractor fails to deliver any or all of the Goods and to complete the Work within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, recover liquidated damages, at the rate of contract value equivalent to 0.5% of the value of contract for delayed capacity of each week up to a maximum deduction of 5 % of the value of contract until actual delivery take place. However, if delay is extended beyond 10 weeks, the contract is liable to be terminated and the PBG amount shall be forfeited on pro-rata to the non-commissioned capacity.

10.	Clause 46, Insurance, Page No. 44, Section-III	Contractor shall at its own expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, from commencement to commissioning and 20 years O&M from date of commissioning. Thereafter, all necessary insurance for life and property against all risks including third party liability.	Contractor shall at its own expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, from commencement to commissioning and 10 years of O&M from date of commissioning, all necessary insurance covers for life and property against all risks including third party liability.
11.	<p>(a) Clause 5.1, Payment Disbursement, Page No. 52, Section-IV</p> <p>(b) Clause 1.2.6, General Scope of Work, Page No. 15, Section-II</p>	<p>SECI will only provide Eighty Percent (80%) of the total Project Cost as quoted by the Successful Bidder in Price Bid. The remaining Twenty Percent (20%) funds have to be arranged by the successful bidder/contractor on their own.</p> <p style="text-align: center;">“Do”</p>	<p><b><u>Clause 5.1 of Section-IV and Clause 1.2.6 of Section-II shall be replaced as under:</u></b></p> <p>SECI will provide hundred percent (100%) of the total Project Cost as quoted by the Successful Bidder in Price Bid. The payments for the mini grid project shall be disbursed on pro-rata basis based on the capacity executed in each village. However, part capacity for each village shall not be accepted.</p> <p><b><u>Example:</u></b> Total capacity in Bhoj Nagal village is 48 kWp as per the tender and the bidder commissions 48 kWp in Bhoj Nagal village only then payment for 48 kWp shall be released as per the payment terms of the tender. However, payment for part capacity commissioned in the village will not be considered.</p>

12.	Clause 5.2, Payment Disbursement, Page No. 52, Section-IV	The project cost quoted by the bidder in the Price Bid shall be considered as the Project Cost for this purpose. Total liability of SECI under this contract shall be limited to release of 80% payment on the project cost quoted by the Bidder in the Price Bid.	The project cost quoted by the bidder in the Price Bid shall be considered as the Project Cost for this purpose.
13.	Clause 5.3, Payment Disbursement, Page No. 52, Section-IV	<p><b>The disbursal of 80% of total project cost i.e. Rs “X” shall be as follows:</b></p> <p>5.3.1. Ten Percent of the Rs “X” as Initial Advance Payment with an annual interest of 9% per annum on:</p> <p>5.3.1.1 Submission of PBG of 10 % of total project cost in the form of Demand Draft(DD) or unconditional Bank Guarantee(s) towards Contract Performance Security(s) and initially valid upto 5.5 years from the date of Notification of Award. The proforma of Bank Guarantee(BG) is enclosed in Section-VIII Format-2 and,</p> <p>5.3.1.2 Submission of an unconditional Advance Bank Guarantee(BG) covering the advance amount which shall be initially kept valid up to (Sixty) 60 days beyond the schedule date for successful Completion of the Project &amp; issuance of Commissioning certificates. However, in case of</p>	<p><b>The disbursal of 100% of total project cost shall be as follows:</b></p> <p>5.3.1 Twenty Five Percent(25%) of the total project cost as Initial Advance Payment against Bank Guarantee with an annual interest of 9% per annum on:</p> <p>5.3.1.1 Submission of PBG of 10 % of total project cost in the form of Demand Draft(DD) or unconditional irrevocable Bank Guarantee(s) towards Contract Performance Security(s) and initially valid upto 5.5 years from the date of Notification of Award/Letter of Award. The proforma of Bank Guarantee(BG) is enclosed in Section-VIII Format-2 and,</p> <p>5.3.1.2 Submission of an unconditional Bank Guarantee(BG) against initial advance covering the advance amount which shall be initially kept valid up to (Sixty) 60 days beyond the schedule date for successful Completion of the Project &amp; issuance of Commissioning certificates. However, in case of delay in completion of Project, the validity</p>

		<p>delay in completion of Project, the validity of this Bank Guarantee shall be extended by the period of such delay. Proforma of Bank Guarantee is enclosed in Section-VIII-Format-4.</p> <p>5.3.2 Forty percent of Rs “X” on receipt of all major equipment such as (Modules, Inverters/PCU, Structures, Batteries, cables, wires, Street lights &amp; poles, etc.) at site and duly certified Lorry Receipt (LR copy) by authorized representative of Contractor/Successful bidder.</p> <p>5.3.3 Fifty percent of Rs “X” on Completion of Work &amp; issuance of completion / commissioning certificates and release of Bank Guarantee towards advance.</p> <p><b><u>Note:</u></b></p> <p>a. <u>The bank guarantees should be made from the list of bank as mentioned in Annexure-2 of the bid document.</u></p> <p>b. <u>No interest shall be payable by the Employer for sum deposited as Advance Bank guarantee or any other amount due to the Contractor.</u></p>	<p>of this Bank Guarantee shall be extended by the period of such delay plus 60 days. (Proforma of Bank Guarantee is enclosed in Section-VIII-Format-4)</p> <p><b>Clause 5.3.2 shall stand deleted</b></p> <p>5.3.3. Seventy Five percent(75%) of total project cost shall be released on Completion of Work &amp; issuance of completion / commissioning certificates by the Engineer-In-Charge and transfer of assets to VLC. Bank Guarantee towards advance shall be released on successful commissioning within 30 days.</p> <p><b><u>Note:</u></b></p> <p>a. <u>The bank guarantees should be made from the list of bank as mentioned in Annexure-2 of the bid document.</u></p> <p>b. <u>No interest shall be payable by the Employer for Advance Bank guarantee or any other amount due to the Contractor.</u></p> <p><b><u>For Example:</u></b> if Rs. 100 is the total project</p>
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			<p>cost quoted by the successful bidder in the price bid then Rs 100 shall be disbursed as follows:</p> <ul style="list-style-type: none"> <li>• Rs. 25 as advance against bank guarantee with an annual interest of 9% per annum to be paid by the successful bidder.</li> <li>• Rs. 75 on successful completion /commissioning and subsequent issuance of Commissioning certificate, transfer of assets to VLC and release of Bank Guarantee towards advance.</li> </ul>
14. (a)	Sub Clause 11.1.1, Time period for completion of project, Page No. 54 of Section-IV.	<p>The Design, Manufacturing, Supply, Installation, Testing &amp; Commissioning of the aggregate capacity of 101 kW including transmission and distribution network and other related works as per the Scope of work specified in Clause 5 of Section-VI <b>shall be completed in 4 months from the date of Notification of Award.</b> However, Identification of Land by the contractor and submission of relevant documents like Lease deed / agreement from legal owner Land(s) shall be carried out within two(2) months from the date of Notification of Award which can be increased at the sole discretion of SECI but the total time of completion of projects(s) shall remain unaltered from its original 4 months schedule. Failure of non-compliance of same shall lead to forfeiture of Performance Bank Guarantee (PBG) / Performance Security.</p>	<p><b><u>Clause 11.1.1 of Section-IV and Clause 1.2.8 of Section-II shall be replaced as under:</u></b></p> <p>The Design, Manufacturing, Supply, Installation, Testing &amp; Commissioning of the aggregate capacity of 101 kWp including transmission and distribution network and other related works as per the Scope of work specified in Clause 5 of Section-VI <b>shall be completed in 5 months from the date of Notification of Award.</b> However, Identification of Land by the contractor and submission of relevant documents like Right to use of land/ Lease deed / agreement from legal owner(s) Land shall be carried out within three(3) months from the date of Notification of Award, but the total time period for completion of projects(s) shall remain unaltered from its original 5 months schedule.</p> <p>If the bidder fails to complete the project within</p>

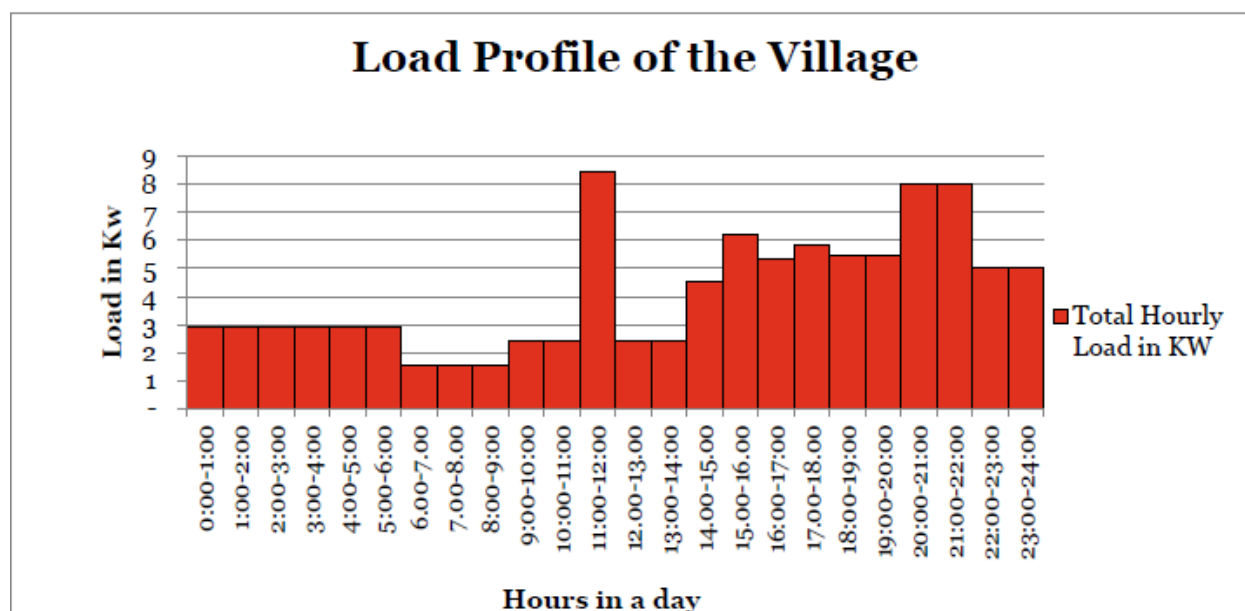
(b)	Sub Clause 1.2.8, General Scope of Work, Page No. 15 of Section-II.	Time period for commissioning/completion of entire Project as per clause 11 of Section-IV (SCC). shall be 4 months from the date of Notification of Award. However, Identification of Land by the contractor and submission of relevant documents like Lease deed / agreement from legal owner Land(s) shall be carried out within two(2) months from the date of Notification of Award which can be increased at the sole discretion of SECI but the total time of completion of projects(s) shall remain unaltered from its original 4 months schedule as per above. Failure of non- compliance of same shall lead to forfeiture of Performance Bank Guarantee (PBG) / Performance Security.	specified time mentioned above, Liquidated damages shall be levied as per amended Sub clause 21.1 of Section-III.  "Do"
15.	Clause 17.20, Battery, Page No. 76 of Section-VI.	New Clause is added after Clause 17.19, Page No.76	<b><u>Clause 17.20 shall be added after clause 17.19 of Section-VI</u></b> Contractor shall replace the existing battery bank with new battery bank at least once during 6 <sup>th</sup> to 10 <sup>th</sup> years of O&M. Information regarding the same along with documentary evidence shall also be submitted to SECI.

**Table-B**

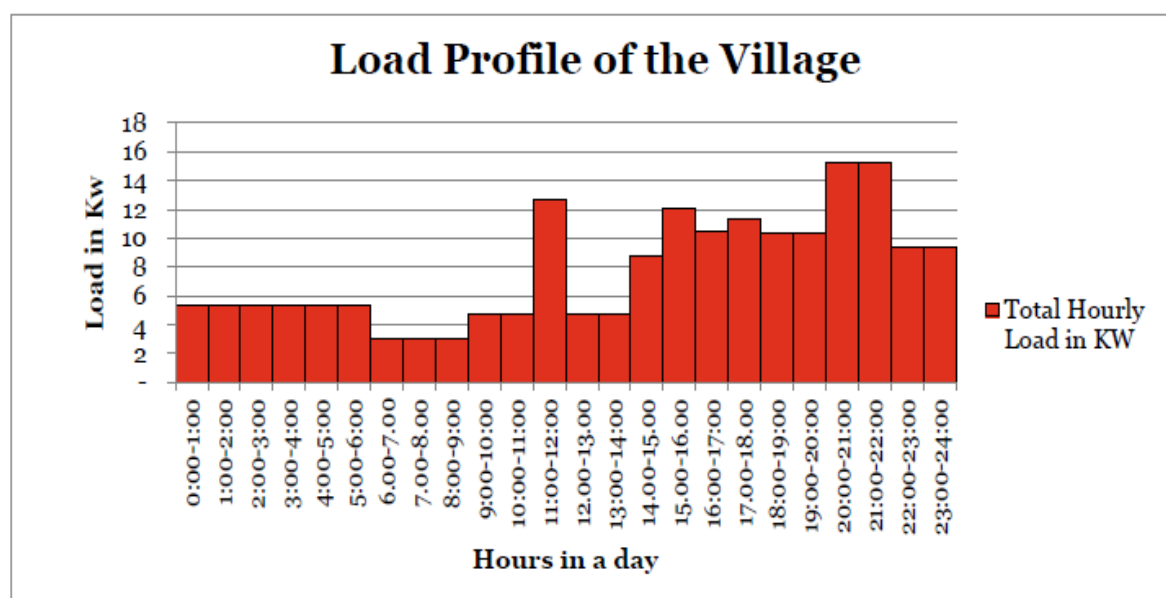
<b>Clarifications dated 17.07.2014 to Bid No: SECI/Cont./Ind./68/2014 dated 23-06-2014</b>		
<b>Sr.No.</b>	<b>Queries raised by the Prospective Bidder</b>	<b>Clarification provided by SECI</b>
<b>COMMERCIAL CLARIFICATIONS</b>		
1.	Can SECI reduce the 20 years of Operation & Maintenance of Mini grid plants to 10 years.	Please refer the Amendment issued.
2.	Can Bid Bond be submitted in the form of Bank Guarantee	Bid conditions remains unaltered.
3.	SECI can consider the submission of reduced value of PBG for every 2 years instead of 5 years.	Please refer the Amended Sub clause 5.4 & 5.4.1 of Section-III issued.
4.	Please refer Clause 5.3.1 of Section-IV, It is mentioned that The disbursal of 80% of total project cost ie Rs "X" shall be as follows: Ten Percent of the Rs "X" as Initial Advance Payment with an annual interest of 9% per annum. This seems to be too stringent clause, SECI can consider for relax.	Bid conditions remains unaltered. However, for payment terms please refer amendment issued.
5.	Request you to fix the amount for the PBG. Also it shall be limited to the % of the O&M of the project. Since the asset belongs to SECI and the developer has no right on the project.	Bid conditions remains unaltered.
6.	Contractor role shall be limited to identification of land and preliminary discussion. SECI needs to get the legal agreement done. Right to use /Lease rent to be paid directly by SECI and should not be in the scope of contractor.	Please refer the Amended Sub clause 1.2.3 issued .
7.	Clause shall be incorporated for ensuring payment security for the contractor or In case minimum no of villagers are not ready to sign	Please refer the amended clause 5.1 of Section-IV.

	agreement, SECI should reimburse 20% of the cost contractor born.	
<b>TECHNCIAL CLARIFICATIONS</b>		
1.	We feel 1 day Autonomy(24 Hrs) for Mini Grid Solar Power plant calls for very big battery capacity is on the higher side considering only 6hrs of backup power is required , please consider whether this can be relaxed to 12hrs (1/2 day) autonomy	No Relaxation is envisaged. Terms and condition of tender document will prevail
8.	Whether RFID tag is mandatory?	The RFID tag is a pre-condition of MNRE Scheme and hence it is mandatory
9.	Can you share load profile and Number of households for each village?	<p>In the bid document, we have mentioned that the bidder may conduct their own survey/familiarise themselves with the site conditions, however tentative number of households for each village are as follows</p> <p>Bhoj Nagal: 41Nos  Baswala: 21Nos  Bhood Dian: 23Nos</p> <p>Load profile is attached at Annexure-A</p> <p>All data provided by SECI are indicative only and SECI assumes no responsibility on accuracy of any data furnished in this clarification or in tender document. Bidders may familiarize themselves with site condition and make their own assessment.</p>

***Village Baswala- (21 Households)***



***Village Bhoj Nagal (41 Households)***



*Village Bhood Dian (23 Households)*

