

Solar Energy Corporation of India, New Delhi

SECI-SGM10-1-2015/10072015/Amendment-02

Date: 22/07/2015

Sr. No	Section No./Clause	Original Clause	Amended Clause
1	Section I: IFB Clause 4.2.1	The bidder should have designed, supplied, erected and commissioned solar PV based grid connected power plant (s) of cumulative installed capacity of 25 MW or above, with a minimum megawatt scale of plant.	The bidder should have designed, supplied, erected and commissioned solar PV based grid connected power plant (s) of cumulative installed capacity of 25 MW or above, with minimum scale of plant in megawatt.
2	Section I: IFB Clause 4.2.2	Minimum two plants of 5MW capacity or above should have been under continuous operation for at least 2 years after commissioning.	Atleast two plants of minimum 5MW capacity each or above should have been under continuous operation for atleast 2 years after commissioning.
3	Section II: ITB Clause 1.2.3	Bank Guarantees against Mobilization advance and performance gurantee	<p>The bank guarantees against mobilization advance shall be 10% respectively of the value of supply contract, erection contract and civil works contract excluding taxes, individually as per the payment terms.</p> <p>BG for mobilization advance shall be against each contract separately.</p> <p>The mobilization advance shall be interest bearing and the rate of interest shall be SBI base rate prevailing on the 7th day prior to the Techno commercial bid. The validity of each such BG shall be 180 days from the date of issue of LOI.</p> <p>The bank guarantee against performance guarantee shall be 10% of the Contract Value (i.e., total sum of all the supply contract, erection contract and civil works contract) as per the payment terms (amended).</p> <p>The Contractor shall furnish the performance guarantee as per the format attached with in 14 days of issue of LOI. The validity of BG (s) shall be 24 months from the date of issue of LOI.</p> <p>NOTE: Total performance guarantee is to be submitted in 3 nos. of BG, in the ratio of 20%, 40% and 40%.</p>
4	Section III: GCC Clause 1	"Contract Value" means the firm sum specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract i.e. the base value excluding taxes and duties.	"Contract Value" means the firm value of quoted price by the successful bidder specified in its Financial proposal as the sum of individual contract value of Supply, Erection and Civil works under different work order packages mentioned under the Annexure I of this amendment, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract(s) i.e. the base value excluding taxes and duties.
5	Section III: GCC Clause 3.8	If the Contractor is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to the Employer for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader as per the IFB clause 4, with authority to bind the joint venture or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer	Deleted
6	Section III: GCC Clause 12.3.1	The Contractor shall, within fourteen (14) days of the issue of LOI, provide Bank Guarantees for the due Performance of the Contract for ten percent (10%) of the Contract Value as per the ITB Clause 1.2.3, with an initial validity up to twenty four (24) months from the issue of LOI to the Contractor. However, in case of delay in demonstration of the Performance Test (PR test) and Final Acceptance, the validity of all the contract Performance Bank Guarantees shall be extended by the period of such delay plus ninety days.	The Contractor shall, within fourteen (14) days of the issue of LOI, provide Bank Guarantees for the due Performance of the Contract (s) for ten percent (10%) of the Contract Value. Total performance guarantees, for each contract, is to be submitted in 3 nos. of BG each in the ratio of 20%, 40% and 40%, with an initial validity of twenty four (24) months from the issue of LOI to the Contractor. However, in case of delay in demonstration of the Performance Test (PR test) and Final Acceptance, the validity of all the contract Performance Bank Guarantees shall be extended by the period of such delay plus ninety days.

Solar Energy Corporation of India, New Delhi

SECI-SGM10-1-2015/10072015/Amendment-02

Date: 22/07/2015

Sr. No	Section No./Clause	Original Clause	Amended Clause
7	Section III: GCC Clause 13.2	Notwithstanding GCC Sub-Clauses 13.1 above, the Employer shall bear and pay/ reimburse to the Contractor Excise Duty, Sales Tax (but not the surcharge in lieu of Sales Tax), Local Tax including Entry Tax/ Octroi and other levies in respect of direct transactions between the Employer and the Contractor, if imposed on the Plant and Equipment including Mandatory Spares to be incorporated in the Facilities, by the laws of India on submission of proper documentary evidence	Notwithstanding GCC Sub-Clauses 13.1 above, the Employer shall bear and pay/ reimburse to the Contractor, Excise Duty, Sales Tax (but not the surcharge in lieu of Sales Tax), Local Tax including Entry Tax/ Octroi and other levies, as applicable to various contracts involved, in respect of direct transactions between the Employer and the Contractor, if imposed on the Plant and Equipment including Mandatory Spares to be incorporated in the Facilities, by the laws of India on submission of proper relevant Tax invoices.
8	Section III: GCC Clause 29.3	The differences in cost, if any, occasioned by such variations, shall be added to or deducted from the EPC Contract Price, as the case may be	The differences in cost, if any, occasioned by such variations in scope, shall be added to or deducted from the specific Contract Price, i.e., Supply, Erection and Civil Works, as the case may be.
9	Section III: GCC Clause 34.2	<p>In case the Contractor fails to achieve successful commissioning of plant by the due date indicated in Timeline, the Employer shall levy Liquidated Damages on the Contractor at the following rate: (partial/ part commissioning shall not be accepted)</p> <p>34.2.1 Delay up to 1 Month: - SECI will encash 20% of the total Performance bank guarantee</p> <p>34.2.2 Delay of more than one month and up to two months: - SECI will encash another 40% of the total Performance bank guarantee.</p> <p>34.2.3 Delay of more than two month and up to three months: – SECI will encash the balance 40% of the total Performance bank guarantee</p> <p>34.2.4 The maximum time period allowed (with LD) for commissioning of the project shall be 09 months from the date of LOI. In case of delay for more than 09 months, the Employer shall get the project complete by other suitable agency at risk and cost of Contractor. For calculation of liquidated damages, the month shall be considered consisting of 30 days and date of LOI as reference date</p>	<p>In case the Contractor fails to achieve successful commissioning of plant by the due date indicated in Timeline, the Employer may levy Liquidated Damages on the Contractor at the following rate: (partial/ part commissioning shall not be accepted)</p> <p>34.2.1 Delay up to 1 Month: - SECI will encash 20% of the total Performance bank guarantee.</p> <p>34.2.2 Delay of more than one month and up to two months: - SECI will encash another 40% of the total Performance bank guarantee</p> <p>34.2.3 Delay of more than two month and up to three months: – SECI will encash the balance 40% of the total Performance bank guarantee</p> <p>34.2.4 The maximum time period allowed (with LD) for commissioning of the project shall be 09 months from the date of LOI. In case of delay for more than 09 months, the Employer reserves the right get the project completed by other suitable agency at risk and cost of Contractor. For calculation of liquidated damages, the month shall be considered consisting of 30 days and date of LOI as reference date. (PBG shall be 10% of the Contract Value, i.e., total sum of the individual contract mentioned under Financial proposal)</p>
10	Section III: GCC Clause 49.1	The final bill relating to the EPC Contract shall be prepared only after the Guaranteed Performance of the plant has been observed. It will include the adjustments of all claims against the Contractor by the Employer and awarded in its favour by the adjudicator or arbitrator, as the case may be, up to the date of preparation of the final bill	The final bill relating to the EPC Contract or its parts viz. Supply, Erection and Civil Works Contract, shall be payable only after the Guaranteed Performance of the plant has been observed. It will include the adjustments of all claims against the Contractor by the Employer and awarded in its favour by the adjudicator or arbitrator, as the case may be, if any, up to the date of preparation of the final bill
11	Section IV: SCC Clause 7.6	During O&M contract, the plant performance will be evaluated based on annual Capacity Utilization Factor. The Capacity Utilization Factor will be determined based on annual radiation measured at the plant and the guaranteed PR by the bidder. Second year onwards plant deration factor also will be considered to evaluate the CUF	During O&M contract, the plant performance will be evaluated based on annual Capacity Utilization Factor.
12	Section IV: SCC Clause 14.1	Terms of Payments	Terms of payment has been revised and applicable as per Annexure - I of this ammendment

Solar Energy Corporation of India, New Delhi

SECI-SGM10-1-2015/10072015/Amendment-02

Date: 22/07/2015

Sr. No	Section No./Clause	Original Clause	Amended Clause
13	Section IV: SCC Clause 14.2	Mobilisation Payment shall be payable against submission of unconditional and irrevocable Mobilization advance payment bank guarantee of equivalent amount of mobilisation payment as per format in Appendix 17 of Section VI: Forms and Formats as issued by the bank as enlisted at Schedule-1. This bank guarantee shall be valid till 180 days from the date of issue of LOI. The recovery of the mobilization advance shall be made in accordance with GCC Clause 12.2	Mobilisation Advance shall be payable against submission of unconditional and irrevocable bank guarantee of equivalent amount as stated under amended SCC Clause 14.1 of mobilisation payment as per format in Appendix 17 of Section VI: Forms and Formats as issued by the bank as enlisted at Schedule-1. Separate bank guarantees shall be submitted for work orders viz. Supply, Erection and Civil Works. This bank guarantee shall be valid till 180 days from the date of issue of LOI. The recovery of the mobilization advance shall be made in accordance with GCC Clause 12.2 and amended SCC Clause 14.2.
14	Section IV: SCC Clause 14.3	ECV indicates the EPC Contract Value quoted by the Successful Bidder in its Financial Proposal	ECV is substituted by CV, where CV indicates the Contract Value quoted by the Successful Bidder in its Financial Proposal is the sum of individual contract values of supply, erection and civil works under different work order package as mentioned under the Annexure - I of this amendment.
15	Section IV: SCC Clause 14.5.4	The Contractor, while submitting the Invoices, shall provide the breakup of Supply, Services & other Works and applicable taxes separately	The Contractor, while submitting the bills/ Invoices, shall ensure to raise the tax invoices separately as applicable for respective contract i.e., Supply, Erection and Civil Works for the works package mentioned under Annexure - I of this amendment (Terms of payment).
16	Section IV: SCC Clause 16.1	The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable, which shall be paid on production of proper documentary evidences for the same	The price quoted shall be exclusive of all applicable taxes, duties, levies. Taxes, duties and levies to be quoted separately as per the specified format and shall be paid on production of proper tax invoices separately for the different supply and works packages mentioned under Annexure - I of this amendment (Terms of payment) for the same.
17	Section VI: Forms & Formats, Appendix - 3	Bid Evaluation Criteria	Bid Evaluation Criteria shall be applicable as per Annexure - II of this amendment
18	Section VI: Forms & Formats, Appendix - 5	Format for Financial Proposal	Format for Financial proposal shall be applicable as per Annexure - III of this amendment
19	Section IV: TS Clause 7.1.5	Performance Ratio $PR = YA / YR [1 - \alpha * (TCell\ avg. - TCell)]$	Performance Ratio $PR = (YA / YR) * [1 - \alpha * (TCell\ avg. - TCell)]$
20	Section III: GCC Clause 48.2	The modules shall be warranted for at least 5 years for failures due to material defects and workmanship.	The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.
21	Section V: TS Clause 12.2	The modules shall be warranted for at least 5 years for failures due to material defects and workmanship.	The modules shall be warranted for at least 10 years for failures due to material defects and workmanship.

Annexure – I

Amendment No. - SECI-SGM10-1-2015/10072015/Amendment-02

14. Payment Terms:

14.1 In accordance with the provisions of GCC Clause 11 (Terms of Payment) and SCC Clause 14 (Terms of Payment) the Employer shall pay the Contractor in the following manner and at the following times.

Payments shall be released against each component of Price Bid in the following manner after furnishing of Security cum Performance Bank Guarantee by the bidder and signing of Agreement as per provisions of bidding document:

14.1.1 For supply of Plant and Equipment including PV Modules, Inverter and BOS up to site including transportation and insurance along with mandatory spares

- (i) 10% of the total price of supplies of Plant and Equipment as 10 % advance payment against equal amount of Bank Guarantee (with 6 months validity) which shall be furnished by contractor in addition to Performance Security deposit.
- (ii) 60% of the total price of supplies of Plant and Equipment shall be paid against delivery of supplies on pro-rata basis against receipt of material at site under the Contract.
- (iii) 20% of the total price of supplies of Plant and Equipment shall be paid on operational Acceptance of the Facility pursuant to successful Guarantee Tests and demonstration of PR and submission of all as – build documentation.
- (iv) 10% of the total price of supplies of Plant and Equipment shall be paid on demonstration of CUF for the successful first year operation.

14.1.2 For Erection, Testing and Commissioning

- (i) 10% of the total price of Erection, Testing and Commissioning as 10 % advance payment against equal amount of Bank Guarantee (with 6 months validity) which shall be furnished by contractor in addition to Performance Security deposit.
- (ii) 70% of the total price of Erection, Testing and Commissioning shall be paid on pro-rata basis on completion of installation of equipment on certification by the Engineer-In-Charge for the quantum of work completed and by the certification of Engineer-In-Charge's field quality assurance & surveillance representative for the successful completion of quality check points involved in the quantum of work billed.
- (iii) 10% of the total price of Erection, Testing and Commissioning shall be paid on completion of all the erection & installation works including testing and commissioning.
- (iv) 10% of the total price of Erection, Testing and Commissioning shall be paid on demonstration of CUF for the successful first year operation.

14.1.3 For Civil Works

- (i) 10% of the total price of Civil Works as 10 % advance payment against equal amount of Bank Guarantee (with 6 months validity) which shall be furnished by contractor in addition to Performance Security deposit.
- (ii) 70% of the total price of Civil Works shall be paid progressively on certification by the Engineer In - Charge for the quantum of work completed/ Milestones achieved and by Engineer In - Charge's field quality surveillance representative for the successful completion of quality check points involved in the quantum of work / Milestones billed.
- (iii) 10% of the total price of Civil Works shall be paid on completion of all the civil works including finishing and debris removal.
- (iv) 10% of the total price of Civil Works shall be paid on demonstration of CUF for the successful first year operation.

14.1.4 On successful Operation and Maintenance of the Solar Power Plant on quarterly basis at the end of every quarter for each year till 5 years

- (i) Year 1: OM -1
- (ii) Year 2: OM -2
- (iii) Year 3: OM -3
- (iv) Year 4: OM -4
- (v) Year 5: OM -5

14.2 Recovery of interest bearing Mobilization advance:

Recovery of the interest component on the advance amount shall be made from the progressive payments released to the Contractor as per terms above. The amount of interest to be recovered from a particular bill shall be calculated at SBI base rate (per annum) prevailing on the 7th day prior to the date of opening of techno – commercial bid on the value of advance corresponding to the percentage of total progressive payment being released. The period for which the interest is to be calculated shall be reckoned from the date of release of the advance payment to the actual date of release of the said progressive payment or the expiry of the stipulated time frame for release of such progressive payment under the contract, whichever is earlier. The interest on the advance payment shall stand fully recovered on release of all the progressive payments. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for interest on the advance payment and other sums deductible therefrom, the balance outstanding shall be recovered from the next payments immediately falling due.

14.3 Notes:

- (i) The bidder shall furnish a detailed break-up, including bill of materials, for the Price Component of all the packages which shall be mutually discussed and finalized with the

Employer. Progressive payment for Erection and Civil works will be made against monthly bills based on certification by the Project Manager the work completed.

- (ii) In case, the Contractor decides not to take interest bearing advance payment as on contract (s), the advance payment shall be proportionately adjusted in the balance payments.
- (iii) The release of first progressive payment for Civil Works shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy (ies) in terms of relevant provisions of GCC Clause 39 (Insurance) and acceptance of same by the Engineer-In-Charge.
- (iv) All the applicable Taxes and Duties which are payable by the Employer under the Contract shall be reimbursed to the Contractor upon the production of satisfactory Tax Invoice (s) by the Contractor.

(v) Contract Value (CV):

The firm sum quoted by the Successful Bidder in its Financial Proposal is the sum of individual contract values of supply, erection and civil works under different work order package as mentioned below:

- a. Supply Contract Value: Total price mentioned under the Supply package of the Total works and mentioned at SCC clause 14.1.1.
- b. Erection Contract Value: Total price mentioned under the Erection Testing and commissioning works package of the Total works and mentioned at SCC clause 14.1.2.
- c. Civil Contract Value: Total price mentioned under the Civil and allied works package of the Total works mentioned and at SCC Clause 14.1.3.
- d. O&M Contract Value: Total price mentioned under the Operation & Maintenance works of the Total works mentioned and at SCC clause 14.1.4.

(vi) SECI shall issue the separate LOI's for different components of the contract i.e.,

- a. Supply Contract
- b. Erection Contract
- c. Civil and allied works contract
- d. O&M contract

Annexure – II

Amendment: SECI–SGM10–1–2015/10072015/Amendment-02

Appendix 3: Bid Evaluation Criteria (BEC)

1. Following factors shall be considered for evaluation of Bid:
 - a) The Evaluated Bid Value (EBV) shall be calculated using the following method:
 1. Contract Price i.e., Total sum of the Price mentioned under different work packages heads viz. Supply, Erection and Civil works package, including all taxes and duties as provided in the Table 5A of Financial Proposal) plus,
 2. Net Present Value (NPV) of O&M Contract Price excluding taxes for five years to be calculated at a Discount Rate of 10.81 % p.a..

Evaluated Bid value (EBV) = (1) Contract price + (2) NPV of O&M Contract Price

Note:

- Bidder with lowest EBV shall be L-1 and Bidder and higher than that shall be the L-2
- Present Value Factor for the mentioned Discount Rate will be considered up to 3 decimal places only.
- In case the bidder has quoted the taxes wrongly in the financial bid format other than the applicable taxes, SECI will consider the applicable taxes for the purpose of evaluation.
- In case, any of the item/ component from the entire supplies, is imported by the bidder, then the price break up of those items shall be mentioned separately along with the applicable taxes and duties. Further, in case any concession/ exemption is desired to be availed by the bidder in accordance with the provisions of GCC Clause 8.5 and as applicable by the permissible law/ rule/ regulations, then same shall be mentioned by the bidder.

Annexure – III

Amendment No. – SECI-SGM10-1-2015/10072015/ Amendment -02

Appendix 5: Performa for Financial Proposal

Date:--/--/----

To,

**Senior Manager (PV)
Solar Energy Corporation of India
1st Floor, D-3, A Wing, Religare Building
District Centre, Saket, New Delhi - 110017**

Sub: Financial Proposal for “Design, Engineering, Procurement, supply, Construction, testing, commissioning and comprehensive Operation and Maintenance of 10MW (AC) Solar PV Grid Interactive Power Plant” on turnkey basis” at Village Badi Sid, Tehsil Baap, District Jodhpur in the State of Rajasthan.

Sir,

I, _____, present the financial proposal for the Bid for “Design, Engineering, Procurement, supply, Construction, testing, commissioning and comprehensive Operation and Maintenance of 10MW (AC) Solar PV Grid Interactive Power Plant” at Village Badi Sid, Tehsil Baap, District Jodhpur in the State of Rajasthan in response to NIT document No. _____, confirming that:

- I agree to all the terms and conditions set forth in this NIT document. If awarded the Project, the implementation of the Project shall also conform to the terms and conditions, as well as specifications indicated in the NIT documents.
- Rates quoted in this Bid is FOR destination prices inclusive of all taxes (unless stated otherwise), levies, duties, packing, forwarding, freight, insurance, loading, unloading, supply, installation, commissioning, and any/all charges for successful Engineering, Construction, Operation and Maintenance of Supply & Installation of “Project” Site. The break-up of taxes considered are also furnished in price bid.
- The statutory variation in taxes shall be admissible in accordance with the Clause No.16 (Taxes and duties) of Section IV: SCC of this NIT. Under no circumstances shall escalation in the prices quoted against various items of this NIT Document will be payable. The bid shall remain valid for 6 (six) months from the date of opening of bid.

(A) Table 5A: Price Quote for EPC Contract

S. No	Item	Price for 10 MW(AC) (without taxes & duties)	Duties (if applicable)*	Services Tax (if applicable)*	CST (if applicable)*	VAT (if applicable)*	Other Taxes (if applicable)*	Price for 10 MW (AC) SPV Plant (excluding CST/VAT)	Final Price for 10 MW (AC) SPV Plant
		(A)	(C)	(D)	(E)	(F)	(G)	(H) = (A)+(B)+(C)+(D)	(I)*= (A+B+C+D+E+F+G)
		(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)	(In Rs.)
Part - A: Supply Works package									
1	PV Modules up to site (mention quantity & wattage)								
2	Mandatory Spares (0.25% of total supply of solar modules)								
3	Inverters up to site (mention Quantity and Capacity)								
4	Supply of Balance of System includes all equipment, materials, spares, accessories, MMS etc. excluding 1,2& 3 above up to site								
Part - B: Erection Works Package									
5	General works including erection, commissioning, testing etc. of entire plant including MMS erection, excluding 6 below								
Part - C: Civil and allied Works Package									
6	Civil and allied works including construction of buildings, MMS foundations, perimeter etc.								
7	Total (1+2+3+4+5)								
Total Contract Price including all taxes and duties (In Words)									

Note:

1. Total Contract Price (sum of all work packages viz. Supply, Erection and Civil Works) including all taxes and duties shall be considered for evaluation of bid.
2. No variation due to change in forex rate shall be admissible.
3. Payment shall be made in Indian National Rupees (INR) only. Bidder(s) has to quote their rate in INR only.
4. Arithmetical errors will be rectified on the following basis: If there is any discrepancy found between unit price and mentioned total price, then the unit price will prevail and the total price shall be corrected. The total price will be obtained by multiplying the unit rate and quantity. If there is any discrepancy in the words and figure quoted, price mentioned in words will prevail.
5. The payments as mentioned under amended SCC Clause 14 will be for the purpose of an account running payment instalments, which shall finally be reconciled with the final bill of items of this sheet along with invoice taxes and duties.
6. In case the bidder has quoted the taxes wrongly in the financial bid format other than the applicable taxes, SECI will consider the applicable taxes for the purpose of evaluation.
7. In case, any of the item/ component from the entire supplies, is imported by the bidder, then the price break up of those items shall be mentioned separately along with the applicable taxes and duties. Further, in case any concession/ exemption is desired to be availed by the bidder in accordance with the provisions of GCC Clause 8.5 and as per applicable law/ rules/ regulations, then same shall be mentioned by the bidder.

* The above taxes and duties quoted by the Bidder will be only on account of direct transaction between SECI and Contractor. Any other expenditure on account of taxes and duties by Bidder and transaction between Contractor and their Supplier/Sub-Contractor etc. shall not be quoted separately in Financial Proposal. In case any Bidder does not mention anything on account of taxes in the Financial Proposal under any column that will be considered to be NIL.

(B) Table 5B: Price Quote for O&M Contract

Sr. No.	Item	Price (excluding service tax) (in INR)
1	Operation and Maintenance of the 10MW(AC) PV Grid Interactive Power Plant for First YEAR	
2	Operation and Maintenance of the 10MW(AC) PV Grid Interactive Power Plant for SECOND YEAR	
3	Operation and Maintenance of the 10MW(AC) PV Grid Interactive Power Plant for THIRD YEAR	
4	Operation and Maintenance of the 10MW(AC) PV Grid Interactive Power Plant for FOURTH YEAR	
5	Operation and Maintenance of the 10MW(AC) PV Grid Interactive Power Plant for FIFTH YEAR	
Total O&M Contract Price (in figures)		
Total O&M Contract Price (in Words)		

Only applicable service tax shall be paid by the Company. All other applicable taxes are included in the quoted number.

Signature:

Name:

Address:

Designation:

Organization:

Phone:

Email:

Seal Of the Company