### <u>Amendment I to NIT No. - SECI/C&P/Experts(GCRTPV)/2017/01</u> <u>dated 15.03.2017</u>

The pre-bid meeting was conducted on 29.03.2017 and various of the queries raised by Bidders were addressed during Pre-Bid meeting. Some other queries were noted during Pre-Bid meeting. Based on above, the amendment and clarification are prepared. The key points of amendment and clarification are as detailed below: -

- 1. The amendment-I document prepared for uploading is annexed as Annexure-I and clarification document is annexed as Annexure-II.
- 2. The Empanelment envisaged under this Tender Document is a State Wise Empanelment process. However, as came out during the Pre-Bid meeting that there are various Experts which are willing to extend their Expert Services in other States also other than their original Empanelled State. Henceforth, it's been suitably provisioned through this amendment that:

Format II of the Tender Document covered under the "**General Particulars of the Bidders**" has been amended appropriately & uploaded on SECI's website & accordingly Experts/Bidders are required to mention the Primary State of their Empanelment under Format II. The Empanelment will be done for an Expert for the Primary State only as mentioned by him under Format II of the Tender Document. However, In addition to the Primary State, Experts/Bidders may also mention their other choice of States to get empanelled there to extend their Expert Empanelment Services within the prescribed Price Proposal only with no additional cost. SECI at its own discretion may or may not allocate the Project sites to an Expert in a State other than his Primary Empanelment State. Based on the requirement & Sole Discretion of SECI, Experts may be consented to attend the Sites other than their Empanelment State (Primary + Other choice States) & for all such cases, Experts would be provided with AC II Tier or equivalent To & Fro charges from the nearest Railway Station from the address of Primary Empanelment State (As mentioned under Format II) to the nearest Railway Station of the Project site.

SECI would reimburse the applicable To & Fro charges as mentioned, against the production of actual Tickets/Documentary Proofs for the travel commenced. No false claims would be entertained in this regard. This clause will supersede all other existing clauses related to the State of Empanelment clause in the Tender Document

- Looking the Technical Competency of the Science Post Graduates, the Eligibility Criteria has been extended for the participation of Science Post Graduates also having specialization in Physics & accordingly the documentation & Evaluation Criteria have been suitably added in the Tender Document as defined under Annexure I.
- 4. It has been clarified and corrected that for Part A, Part B and Part C Scope of the Tender Document, mentioned prices shall be on per Project Site basis.
- 5. SECI Price Proposal for the Expert Services is inclusive of applicable Service Tax. However, it's been requested by various Bidders during the Pre-Bid meeting that Service Tax/Taxation part should be kept extra to the Price proposal as the Expert Services requested by SECI are in the ambit of Service Tax which will be an additional price impact to the Companies/Experts falling under the purview of Service Tax. Accordingly, the Price Proposal has been amended suitably with mentioned charges being Exclusive of Service Tax. Service Tax or any other Tax (GST) will be payable extra as applicable at the time of invoicing, however all payments are subject to any statutory deductions like TDS/Income Tax etc.
- 6. A new clause has been added to the Tender for the defining Total Contractual Liability, which says: Experts/Consultants total aggregate liability for any and all loss or damage arising under or in connection with this Contract (whether in contract, tort, indemnity or otherwise) shall not exceed 10x (Ten times) the total Empanelment Bond as defined in the Tender Document.

#### <u> Annexure - I</u>

	NIT No: SECI/C&P/Experts(GCRTPV)/2017/01					
	Empanelment of Experts for Third Party Inspection of Grid Connected Rooftop SPV(GCRTPV) systems under SECI's rooftop Scheme in different States of India					
SI. No.	Section	Page No.	Clause	Original Version	Amendment	
1	Section II	14 of 59	3.2.1	Based on the timeline of the scheme, State wise requirement of number of Experts have been estimated and given in subsequent clauses of the tender as per current requirement of SECI, which is subjective & may vary based on the implementation of projects by SECI. SECI intends to empanel 250 Nos of Independent Experts through this NIT. However, this is a tentative no which may vary upon actual requirements based on the projects undertaken by SECI. The empanelment will be done State wise on bucket filing basis based on the tentative Nos of Experts required in particular State as mentioned in Annexures IV of Section VI	Based on the timeline of the scheme, State wise requirement of number of Experts have been estimated and given in subsequent clauses of the tender as per current requirement of SECI, which is subjective & may vary based on the implementation of projects by SECI.SECI intends to empanel 250 Nos of Independent Experts through this NIT. However, this is a tentative no which may vary upon actual requirements based on the projects undertaken by SECI. Format II of the Tender Document covered under the "General Particulars of the Bidders" has been amended appropriately & uploaded on SECI's website & accordingly Experts/Bidders are required to mention the Primary State of their Empanelment under Format II. The Empanelment will be done for an Expert for the Primary State only as mentioned by him under Format II of the Tender Document. However, In addition to the Primary State, Experts/Bidders may also mention their other choice of States to get empanelled there to extend their Expert Empanelment Services within the prescribed Price Proposal only with no additional cost. SECI at its own discretion may or may not allocate the Project sites to an Expert in a State other than his Primary Empanelment State. Based on the requirement & Sole Discretion of SECI, Experts may be consented to attend the Sites other than their Empanelment State (Primary + Other choice States) & for all such cases, Experts would be provided with AC II Tier or equivalent To & Fro charges from the nearest Railway Station from the address of Primary Empanelment State (As mentioned under Format II) to the nearest Railway Station of the Project site.SECI would reimburse the applicable To & Fro charges as mentioned, against the production of actual Tickets/Documentary Proofs for the travel commenced. No false claims would be entertained in this regard. This clause will supersede all other existing clauses related to the State of Empanelment clause in the Tender Document	
2	Section II	16 of 59	New Clause 4.1.8	New Clause	Independent Solar PV Professional having minimum qualification of Masters of Science having specialization in Physics (MSC Physics) with minimum 15 years' experience in Solar Sector are allowed for the participation in this Tender	
3	Section II	17 of 59	New Clause 4.2.j	New Clause	MSC Physics Certificate & Mark sheet, if the bidder is qualified under Para 4.1.8 above	
4	Section III	20 of 59	5.3	Part A, Part B and Part C, mentioned prices shall be on per visit/inspection basis	Part A, Part B and Part C, mentioned prices shall be on per Project Site basis. This clause will supersede all other existing clauses related to Service Charges in the Tender Document	
5	Section III	20 of 59	5.5	The above-mentioned charges are inclusive of all applicable taxes & duties and the prices are subject to any statutory deductions like TDS/Income Tax etc.	The above-mentioned charges are Exclusive of Service Tax or any other Tax & Service Tax will or any other Tax (GST) be charged extra as applicable at the time of invoicing, however all payments are subject to any statutory deductions like TDS/Income Tax etc. This clause will supersede all other existing clauses related to the Service Tax clause in the Tender Document	
6	Section IV	31 of 59	8.4	TEC shall categories the experts into following 05 Groups, which shall also be the order of priority for the Empanelment purpose: Group A: Experts Empanelled with SECI /MNRE Group B: BEE certified EA Group C: BEE certified EM Group D: Engineering Graduate Group E: Engineering Diploma Holders	TEC shall categories the experts into following 06 Groups, which shall also be the order of priority for the Empanelment purpose: Group A: Experts Empanelled with SECI /MNRE Group B: BEE certified EA Group C: BEE certified EM Group D: Engineering Graduate Group D: Engineering Diploma Holders Group F: Science Post Graduates (MSC Physics) Holders	
7	Section IV	32 of 59	New Clause 8.5.4	New Clause	Cumulative Mark obtained in MSC Physics The Marks obtained by the qualified experts of MSC Physics Holders shall be compared and whosoever having highest mark shall be selected in the following manner: H1, H2Hn.	
8	Section IV	34 of 59	New Clause 14	New Clause	Total Contractual Liability : Experts/Consultants total aggregate liability for any and all loss or damage arising under or in connection with this Contract (whether in contract, tort, indemnity or otherwise) shall not exceed 10x (Ten times) the total Empanelment Bond as defined in the Tender Document	

#### Annexure II

## **Clarifications to Queries raised during Pre-Bid Meeting on 29.03.2017**

NIT No: SECI/C&P/Experts(GCRTPV)/2017/01						
Empanelment of Experts for Third Party Inspection of Grid Connected Rooftop SPV(GCRTPV) systems under SECI's rooftop Scheme in different States of India						
SI. No.	Queries	Clarifications				
1	I am an engineering graduate and eligible as per your criteria 4.1.2 alone as Certified Chartered Engineer Empanelled with MNRE. So, in this regards please let me know whether I also required to attach the BE Degree certificates along with the proof of MNRE Empanelment as Chartered Engineer.	Experts already Empanelled with MNRE are eligible for the Empanelment with SECI as per the given eligibility criteria. BE Degree Certificates are not mandatory to submit for already Empanelled Experts with MNRE.				
2	Please let me know that I does not represent any company. So, in this connection if I am sending the tender documents i.e, the format I, II, etc., in plain sheet with my sign. Instead of company letter head is that valid	Individual Experts can provide their respective Documents on their respective Letterheads if available or else can also provide the required documents on Standard paper Sheets duly self attested properly backed by the required certificates & documents				
	Is the price mentioned in the tender document section 5.2 is fixed or we can also able to give our reduced offer price.	The offered prices are firm & fixed on per Project basis and Bidders are required to provide the Price Proposal acceptance for getting empanelled with SECI as Ins[inspection Experts				
4	I/O require to carry calibrated Solar Intensity Meter. Kindly confirm the specification / brand name of the same. Also, please confirm whether SECI will provide the required Solar Intensity Meter or I/O has to procure.	<ul> <li>I/O has to procure the Solar Intensity Meters with following or equivalent specifications :</li> <li>1. Display 3.5 Digits</li> <li>2. Range 2000 W/m2</li> <li>3. Resolution 0.1 W/m2</li> <li>4. Accuracy Within +/- 10 W/m2 or +/-5%, whichever is greater in Sunlight</li> <li>5. Drift &lt;+/- 2% per year</li> <li>6. Sampling Time Approx. 0.25 Seconds</li> <li>7. Operating Temperature &amp; Humidity 0 Deg C to 50 Degree C , 80% RH. Display &amp; Sensor Units should be separate &amp; connected by a Flexible wire</li> </ul>				
5	Kindly inform draft copy of Bond agreement, if any. Also, confirm percentage of interest p.a. on Rs 10,000 as this is for empanelment period i.e. 2 years or more.	Selected Bidders will be required to deposit Rs 10,000 (Rs. Ten thousand only) Per Expert in the form of Demand Draft or Banker's Cheque drawn in favour of "Solar Energy Corporation of India Limited, New Delhi" Payable at New Delhi, which will be there with SECI for the entire empanelment period of 02 years & will be returned back to the Experts against the successful completion of the Empanelment period. SECI will not be liable for the payment of any interest amount thereof				
0	As travel expense inclusive in said charges/ fee, please inform the distance(in KM) considered in finalizing charges / FEE. It is suggested to give certain amount per km beyond the distance considered in above charges/fee.	Terms & Conditions of the Tender Document shall prevail				
7	As per prevailing law of Go, the bill or invoice must be issued within a period of 14 days from the taxable service completion date or payment receipt for the service, whichever takes place earlier. Hence, it is suggested to pay payment within 14 days from date of service	Terms & Conditions of the Tender Document shall prevail				
8	As per prevailing law of Gol, 15% service tax applicable for turnover Rs 10 L and above. Many individual / company having turnover less than Rs 10 L may not be applicable for service tax. Hence, there is inequality arise in net receivable Fee / Charges. It is suggested to have service tax extra at actual. You may revise amount of fee/charges accordingly.	The above-mentioned charges are Exclusive of Service Tax or any other Tax & Service Tax will or any other Tax (GST) be charged extra as applicable at the time of invoicing, however all payments are subject to any statutory deductions like TDS/Income Tax etc. This clause will supersede all other existing clauses related to the Service Tax clause in the Tender Document				
9	How many photographs to be enclosed ? Please inform size of photographs. Also, who will bear the cost of photographs (carrying camera / printing of photographs) ? How many set of report require ? Who will bear cost of printing and sending report ?	Only 02 photographs per Sub System is required to be furnished by the Experts. Experts also have the option to mail the soft copies of the required photographs. Printing if required, will be into the account of Experts only.				
10	As mine is proprietorship firm and all credential is in name of undersign and not in name of my firm, is it require to submit power of attorney?	Proprietorship firms are required to furnish the relevant documents pertaining to proprietors only & no POA is required in such cases.				
11	Provide Format of Invoice as mentioned in clause#5.7	Invoice formats will be shared with the Experts after the successful Empanelment with SECI				
	Kindly confirm accidental insurance to be provided by SECI during visit /inspection/verification/travel to site	Insurance is into the scope of Bidders/Experts				

#### Annexure II

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	NIT No: SECI/C&P/Experts(GCRTPV)/2017/01						
Empanelment of Experts for Third Party Inspection of Grid Connected Rooftop SPV(GCRTPV) systems under SECI's rooftop Scheme in different States of India							
SI. No.	Queries	Clarifications					
13	As per the above NIT, Solar PV Professionals with Science back ground are not eligible to participate in the bid.	Independent Solar PV Professional having minimum qualification of Masters of Science having specialization in Physics (MSC Physics) with minimum 15 years' experience in Solar Sector are allowed for the participation in this Tender					
14	As per Format –5 NO OBJECTION CERTIFICATE, how we individual can give such certificate. As per Format-10 POWER OF ATTORNEY, we ourselves are Authorised signatory.	Please refer point No 10 for clarifications					
15	In Tender documents at Format-10 you have asked for Power of Attorney whether is compulsory as we have submitting Tender documents signed with our Director as he is only Authorised person.	POA is must in case of the companies registered under companies Act.					
16	If the diploma engineer(s) with experience in ref to the clause no. 4.1.5 will be considered under the 05 experts requirement for an agency ( ref to clause no.4.1.7)	Terms & Conditions of the Tender Document shall prevail					
17	What would be the duration of the project monitoring ( Ref. clause no.3, Part-B)	Project Monitoring is in stage inspection on Project specific need basis till commissioning of the Project.					
18	How the reports will be verified & certified by SECI ( Ref. Clause no. 5.12) for releasing the payments.	All requisite Check Lists, Reports, Annexure, Photographs etc. are to provided to the concerned Technical Team in Hard & soft copies for the verification purpose & thereafter the payment will be processed					
19	We understand that inspection work will be given only to nearby areas and in the States quoted as per Annexure IV with the tender document, otherwise it will be difficult do the inspection at distant places due to cost of travelling.	Format II of the Tender Document covered under the "General Particulars of the Bidders" has been amended appropriately & uploaded on SECI's website & accordingly Experts/Bidders are required to mention the Primary State of their Empanelment under Format II. The Empanelment will be done for an Expert for the Primary State only as mentioned by him under Format II of the Tender Document. However, In addition to the Primary State, Experts/Bidders may also mention their other choice of States to get empanelled there to extend their Expert Empanelment Services within the prescribed Price Proposal only with no additional cost. SECI at its own discretion may or may not allocate the Project sites to an Expert in a State other than his Primary Empanelment State. Based on the requirement & Sole Discretion of SECI, Experts may be consented to attend the Sites other than their Empanelment State (Primary + Other choice States) & for all such cases, Experts would be provided with AC II Tier or equivalent To & Fro charges from the nearest Railway Station from the address of Primary Empanelment State (As mentioned under Format II) to the nearest Railway Station of the Project site.SECI would reimburse the applicable To & Fro charges as mentioned, against the production of actual Tickets/Documentary Proofs for the travel commenced. No false claims would be entertained in this regard.This clause will supersede all other existing clauses related to the State of Empanelment clause in the Tender Document					
20	As you are aware these services requested by SECI are in the ambit of Service Tax / GST. Present rate of Service Tax is 15%, which is likely to be increased to 18% by 1st July, 2017, therefore the prices proposed should be exclusive of Service Tax / GST. You will appreciate that Service Tax and GST has to be deposited with the Government Treasury and can't be used for part of the expenses and the concerned person. Therefore this request.	Please refer point No 08 for clarifications					

#### Annexure II

## **Clarifications to Queries raised during Pre-Bid Meeting on 29.03.2017**

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NIT No: SECI/C&P/Experts(GCRTPV)/2017/01						
Empanelment of Experts for Third Party Inspection of Grid Connected Rooftop SPV(GCRTPV) systems under SECI's rooftop Scheme in different States of India						
SI. No.	Queries	Clarifications				
21	We understand that you will empanel company equivalent to 5 consultants. We understand that work will be allotted to the company and the company can depute any of the qualified professionals from these five engineers. In case any engineer leaves the job, company will inform the same and will also inform name of another person to SECI, as the case may be.	Agreed				
22	Marking criteria are individual specific. Requested clarification marking criteria for Companies Further we request that certain portion of the marking should also be kept for the experience of the company in power sector / renewable energy. Such marking may be based on the years of operation of company in the field power sector / renewable energy.	Terms & Conditions of the Tender Document shall prevail				
23	Reference the Pre Bid Meeting held on 29.3.17 on the subject, you are requested to please take a note of the places/ states where a Third Party Expert may like to offer his/ her services conveniently, so that the objective of reaching widespread coverage area for Solar PV Rooftop Installations may be achieved.	Please refer point No 19 for clarifications				
24	Bidding is the price acceptance - within allotted pricing needs to be accepted? - or our own pricing we have to quote	Please refer point No 03 for clarifications				
25	Notwithstanding any other provision in this Contract to the contrary, (I) Consultant's total aggregate liability for any and all loss or damage arising under or in connection with this Contract (whether in contract, tort, indemnity or otherwise) shall not exceed 2x (two times) the total fees charged by the Consultant for the Services; and (ii) neither party shall be liable in contract, tort (including negligence), strict liability, indemnity or otherwise for loss of profit or anticipated profit, loss of use, loss of contract, loss of production, loss of savings, loss of revenue, business interruption or increased cost of working, loss of capital or any indirect, special, consequential or exemplary damages howsoever caused."	Total Contractual Liability : Experts/Consultants total aggregate liability for any and all loss or damage arising under or in connection with this Contract (whether in contract, tort, indemnity or otherwise) shall not exceed 10x (Ten times) the total Empanelment Bond as defined in the Tender Document				

## Format-II

# **GENERAL PARTICULARS OF THE BIDDER**

Name of the Expert	
Name of the Company, if applicable	
Registered Office Address in case of Company	
Address of the Expert	
E-mail	
Web site, if applicable	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E- mail address/ Fax No. to whom all references shall be made	
Primary State of Empanelment	
Address of the Expert in Primary State of Empanelment	
Name of the Nearest Railway Station from the Address of the Expert in Primary State of Empanelment	
Alternate choice of States for Empanelment (Multiple States can be mentioned here)	
Permanent Account Number	
Address of the Expert in other States of choice (Optional)	
Service Tax Registration No, if applicable	
Have the Company/Expert ever been debarred by any Govt. Dept. / Undertaking for undertaking any work.	
Bank Details (Name, Account No, IFSC Code)	

(Signature of Authorized Signatory)