

Corrigendum Notice

Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)

(Deptt. of Additional Sources of Energy, Govt. of U.P.)

VibhutiKhand, Gomti Nagar, Lucknow U P

Mob No.9415609016

Website:<http://upneda.org.in> E-Mail: compneda@rediffmail.com, ho_ljn@rediffmail.com

e-tender No. UPNEDA/ Solar Pump 2HP-DC surface/ 2018/1
 e-tender No. UPNEDA/ Solar Pump 2HP-AC surface / 2018/1
 e-tender No. UPNEDA/ Solar Pump 3HP-DC submersible/ 2018/1
 e-tender No. UPNEDA/ Solar Pump 3HP-AC submersible/ 2018/1
 e-tender No. UPNEDA/ Solar Pump 5HP-AC submersible/ 2018/1

e-tender was invited for supply, installation & commissioning and 5 years Operation, Comprehensive Warranty and Maintenance of various capacities of Solar PV Pumping Systems to be installed in various district of Uttar Pradesh.

Last date and time for submission of bid is hereby extended from 17.11.2018 to 26.11.2018 till 6.55 p.m. and technical bids will be opened on 27.11.2018 at 11.30AM.

Amendments in the e-tender document proposed are as follows:-

S. No	e-tender details	Page no.	Existing para / clause	to be amended as
1	e-tender No. UPNEDA/ Solar Pump 2HP-DC surface/ 2018/1	37	<u>Financial Bid Format</u> Supply, installation, commissioning and 5 years Warranty with comprehensive maintenance of Complete Solar PV Pumping System at identified sites of Uttar Pradesh, FOR site, as per technical specifications, terms and conditions mentioned in the tender inclusive of all taxes & duties, GST Storage, transportation upto site, insurance etc. and any other job required to properly execute the work.	<u>New Financial Bid format</u> A. Rates of Solar pumping System with Solar Module, Solar Pump, Controller, M.M. structure, Earthing, Cable, PVC Pipe and other required BOS and with five years warranty, System insurance and COMC Excluding GST. B. GST @5% C. Rates of Civil work, installation, commissioning and testing Excluding GST. D. GST @ 18% E. Approved Rate E= (A+B+C+D)
2	e-tender No. UPNEDA/ Solar Pump 2HP-AC surface / 2018/1			
3	e-tender No. UPNEDA/ Solar Pump 3HP-DC submersible/ 2018/1			
4	e-tender No. UPNEDA/ Solar Pump 3HP-AC submersible/ 2018/1			
5	e-tender No. UPNEDA/ Solar Pump 5HP-AC submersible/ 2018/1	33	Submersible cable should be 3 core 5 sq mm flat as per ISI standards of required length.	<u>technical specification</u> Submersible cable should be minimum 4sq.mm. as per ISI standards of required length.
		19	3.7.1 Bank guarantee of Bid Security (earnest money) was to be submitted in the form of Bank guarantee issued by State Bank of India and Nationalised Bank only.	Bank guarantee issued by a nationalized bank, or Scheduled Bank in India referred to those Banks which have been included in 2nd schedule of Reserve Bank of India Act 1934 .
		13	Section-2 Eligibility condition A-IV A PV System Integrator with Three years track record in OFF - GRID PV Systems.	The bidder must have Five years track record and the implemented projects must have five year maintenance contract as per MNRE Letter No.32/1/2017-18/PVSE dated 17.7.2017
		31	<u>Payments</u> 28 (iii) The balance 10% payment shall be kept as security deposit and will be released @2% at the end of each year for 5 years, on satisfactory performance and timely submission of quarterly performance report. However this can be released immediately after installation and commissioning of the system against bank guarantee of 3 % each valid respectively for 1,2,3,4 & 5 years.	<u>Payments</u> 28 (iii) The balance 10% payment shall be kept as security deposit and will be released @2% at the end of each year for 5 years, on satisfactory performance and timely submission of quarterly performance report. However this can be released immediately after installation and commissioning of the system against bank guarantee of 2 % each valid respectively for 1,2,3,4 & 5 years.
	e-tender No. UPNEDA/ Solar Pump 3HP-AC submersible/ 2018/1	13	IV. Cumulative Experience of the Bidder in executing contracts of Off-Grid Solar Photovoltaic Systems/Power plants (Installed	Cumulative Experience of the Bidder in executing contracts of Off-Grid Solar Photovoltaic Systems/Power plants (Installed & Commissioned) should be at least 20% of the tender value. i.e. Rs.5..95 Crore (Five Crore Ninety

			&Commissioned) should be at least 20% of the tender value. i.e. Rs.59.5 Crore	Five lakh only)
	e-tender No. UPNEDA/ Solar Pump 2HP-DC surface/ 2018/1		NIL	Format for consortium agreement, Power of Attorney, Format for performance Bank Guarantee, Format of EMD is attached.
	e-tender No. UPNEDA/ Solar Pump 2HP-AC surface / 2018/1 e-tender No. UPNEDA/ Solar Pump 3HP-DC submersible/ 2018/1 e-tender No. UPNEDA/ Solar Pump 3HP-AC submersible/ 2018/1 e-tender No. UPNEDA/ Solar Pump 5HP-AC submersible/ 2018/1		NIL	Format for performance Bank Guarantee, Format of EMD is attached.

Consortium is allowed as per following conditions:-

- 1 Among the consortium partners, the Lead member (prime bidder) submits the bid with the Power of Attorney signed by the legally authorized signatories of all the partners authorizing the prime bidder in this regard.
- 2 In case of successful bid, the agreement shall be signed by the prime bidder so as to be legally binding on all the partners.
- 3 The prime bidder shall be authorized by the consortium partner to act on their behalf to incur liabilities and received instruction for and on behalf of him and other partner of the consortium and entire execution of the contract including payment shall be done exclusively to the prime bidder.
- 4 Both the partners of the consortium shall be liable jointly severally for the execution of the contract in accordance to the contracts terms and a statement to this effect shall be included in the authorization mentioned above as well as in the bid and in the agreement (In case of successful bid). The consortium agreement shall indicate precisely the roll of the members of the consortium in respect of the contract.
- 5 Copy of the consortium agreement shall be submitted with the bid. Consortium agreement shall be registered in India. The consortium agreement shall be registered before the execution of the agreement with NEDA so as to be legally valid and binding on both partners.
- 6 Auditor certificate has to be submitted for share holding pattern.
- 7 Only one bid will be allowed from the consortium. The partners of a consortium are not allowed to bid individually or to be the partner of another consortium.

- 8 The Bidders should meet the above eligibility criteria as per tender document.
- 9 The Lead member Prime bidder should have Test Certificate as per tender document.
- 10 Turnover requirement of bid submitted by consortium shall be met individually and collectively by all the members of the bidding consortium. The bidder may meet the qualification requirement independently as bidding company or as bidding consortium with one of the member acting as the lead member of the consortium. Bidder will be declared as qualified based on meeting the qualification requirement as specified in bid document and as demonstrated based on the documentary proof submitted by the bidder in bid. The Lead member (prime bidder) shall mean the member which consists at least 51% equity stake in the project company and so designated by the other members of the bidding consortium in accordance with the consortium agreement annexed at annexure-I
- 11 The lead member should have minimum 51% of total turnover required as per tender document and irrespective of their equity % in consortium other consortium members should have an average turnover of minimum 26% of total turnover as per tender document
- 12 All the members should have positive net worth as per as per tender document.
- 13 The prime bidder should have valid GST registration certificate. A copy of which should be enclosed
- 14 A single bank account should be provided between the consortium companies and all monitory transactions should be done through account only.
14. Since this project is a time essence and quality project, the company/consortium that has past work performance including mandatory O&M services is not very satisfactory as per agreement in UPNEDA /other organization will not be considered for award of work. In this regard the decision of UPNEDA will be final binding to all.

CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement (“Agreement”) executed on this _____ day of

_____ 2018 between M/s [insert name of Lead Member] _____ a Firm / Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Lead Member”, which expression shall include its successors, executors and permitted assigns) and M/s

_____ a Firm / Company incorporated under the laws of _____ and having its Registered Office at

_____ (hereinafter called the “Technical Member”, which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

WHEREAS, each Member individually shall be referred to as the “Member” and both the Members shall be collectively referred to as the “Members” in this Agreement.

WHERE AS the UPNEDA has invited tender No. ____ dated ____ for design, manufacture, supply, erection, testing and commissioning including 5 years warranty, operation & maintenance of solar SPV Pumps in various sites of U P.

WHERE AS the Tender documents stipulates that the Lead Member may enter into a Consortium Agreement with another Company / Corporate entity to fulfill the Technical and financial Eligibility Criteria as stipulated in the tender document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this

Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (M/s _____), shall act as the Lead Member as defined in the tender document for self and agent for and on behalf of all Member
2. The Lead Member is hereby authorized by the all Member of the Consortium to bind the Consortium and receive instructions for and on their behalf.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

4. Subject to the terms of this Agreement, the all member shall be responsible for providing technical and financial support and responsible equally for execution of project as per agreement to be signed.
5. In case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
6. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Lucknow alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the tender document.
8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the tender submitted to UPNEDA and shall remain valid till completion of the job assigned to the Contractor.
9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to tender document.
10. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of UPNEDA.
11. This Agreement
 - (a) Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - (c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of UPNEDA.

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Lead Member] -----

(signature, Name & Designation of the person authorized vide Board Resolution Dated to be enclosed [●])

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s-----[Technical
Member] -----

(signature, Name & Designation of the person authorized vide Board Resolution
Dated [●])

Witnesses:

FORMAT FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to tender document issued by UPNEDA considering such response to the tender document of[insert the name of the Bidder] as per the terms of the tender document, the _____ [**insert name & address of bank**] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at [*Insert Name of the Place from the address of UPNEDA*] forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ----- only, on behalf of M/s. _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to 04 months from the date of issue and including _____ [*insert date of validity in accordance with the relevant Clause of this tender document*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [*insert date of validity in accordance with the relevant Clause of this tender document*]. UPNEDA shall be entitled to invoke this Guarantee till _____ [*Insert date which is 30 days after the date in the preceding sentence*].

The Guarantor Bank hereby agrees and acknowledges that the UPNEDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by UPNEDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [*Insert name of the Bidder*] and/or any other person. The Guarantor Bank shall not require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly UPNEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by UPNEDA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [*Date to be inserted on the basis of relevant Clause of this tender document*] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Solar Power Developer') submitting the response to tender document issued by Solar Energy Corporation of India Limited (hereinafter referred to as UPNEDA) and UPNEDA considering such response to the tender document of SPV Pumps.

..... (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the SPV Pump as per terms of tender documents and the same having been accepted by the selected bidders M/s ----- As per the terms of the tender document, the

_____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at forthwith on demand in writing from UPNEDA or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected bidder]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____

Our Guarantee shall remain in force until..... UPNEDA shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that UPNEDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by UPNEDA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the selected bidder]. The Guarantor Bank shall not require UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly UPNEDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected bidder to make any claim against or any demand on the Successful bidder or to give any notice to the selected bidders or to enforce any security held by UPNEDA or to exercise, levy or enforce any distress, diligence or other process against the selected bidders .

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPNEDA serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of _____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

(a) Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We
(name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of SPV Solar Pump scheme in the State of Uttar Pradesh including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the UPNEDA may require us to submit. The aforesaid Attorney is further authorized for making representations to the UPNEDA and providing information / responses to UPNEDA, Lucknow representing us in all matters before UPNEDA, Lucknow and generally dealing with UPNEDA Lucknow in all matters in connection with Bid till the completion of the bidding process as per terms and condition mentioned in tender document.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

Signed by the within named

..... **(Insert the name of the executant company)**

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this **day of**

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

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

WITNESS

1.

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

The other terms of conditions of the tenders shall remain the same. Director, UPNEDA reserves the right to reject any or all tenders without assigning any reason thereof.

Director,
UPNEDA