

(49)

GOVERNMENT OF ASSAM

FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM, (FREMAA)

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No.: FREMAA(P)/TECH/WB/79/2023/49/T-259

Date: 08/04/2024

CORRIGENDUM - II

Sub: Supplying, Installation and Commissioning of 60 Kwp On-Grid Solar Power Plant using existing Solar PV Modules and existing MMS including 5 Year of CAMC”

E-tender Reference No.: FREMAA(P)/TECH/WB/79/2023/ 31/T-220

E-tender ID: 2024_DoWR_37158_1

Sl. No.	Clause	Particulars of Clause as per Original REOI/Corrigendum-I	Modified to be read as:								
1	Point No. (c) of Sl. No. 6.4 of Clause-6 of Section-A	Annual Turnover: Confirmation showing Annual Turnover in Electrical Works pertaining to setting up of Solar On-Grid Systems in the last three financial years. [ITB Clause 2.1 (a)];	Annual Turnover: Confirmation showing Average Annual Turnover of Rs. 8 Lacs in the last three financial years. [ITB Clause 2.1 (a)];								
2	Sl. No. 3.1 of Clause-3 of the Articles of Contract Agreement of Draft Contract Agreement	Payments to the second party for the aforementioned work will be released by the first party in the following manner: - <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">i) 30% Payment</td> <td>i) On Completion of 40% works measured as completed on pro rata basis duly certified by the Engineer i/c of the client.</td> </tr> <tr> <td>ii) Next 40% payment</td> <td>ii) On Completion of 40% works measured as completed on pro rata basis duly certified by the Engineer i/c of the client.</td> </tr> <tr> <td>iii) Balance 30% payment</td> <td>iii) On Completion of 20% works measured as completed and after possession/handover of the completed works in all respect (including successful testing & commissioning of equipment) duly certified by the Engineer i/c of the client</td> </tr> <tr> <td>Retention Money from the Full and Final Bill</td> <td>5% Retention Money to be deducted from the Full and Final bill and shall be reimbursed to the contractor after completion of the Comprehensive Annual Maintenance Period of 5 (five) years.</td> </tr> </table>	i) 30% Payment	i) On Completion of 40% works measured as completed on pro rata basis duly certified by the Engineer i/c of the client.	ii) Next 40% payment	ii) On Completion of 40% works measured as completed on pro rata basis duly certified by the Engineer i/c of the client.	iii) Balance 30% payment	iii) On Completion of 20% works measured as completed and after possession/handover of the completed works in all respect (including successful testing & commissioning of equipment) duly certified by the Engineer i/c of the client	Retention Money from the Full and Final Bill	5% Retention Money to be deducted from the Full and Final bill and shall be reimbursed to the contractor after completion of the Comprehensive Annual Maintenance Period of 5 (five) years.	Payments to the second party for the aforementioned work will be released by the first party in the following manner: - 1) 10% as advance against submission of a Bank Guarantee as per format attached as Annexure-I. 2) Rest 90% after successful completion of the work duly certified by the authorised officer of FREMAA.
i) 30% Payment	i) On Completion of 40% works measured as completed on pro rata basis duly certified by the Engineer i/c of the client.										
ii) Next 40% payment	ii) On Completion of 40% works measured as completed on pro rata basis duly certified by the Engineer i/c of the client.										
iii) Balance 30% payment	iii) On Completion of 20% works measured as completed and after possession/handover of the completed works in all respect (including successful testing & commissioning of equipment) duly certified by the Engineer i/c of the client										
Retention Money from the Full and Final Bill	5% Retention Money to be deducted from the Full and Final bill and shall be reimbursed to the contractor after completion of the Comprehensive Annual Maintenance Period of 5 (five) years.										
3	Bill of Quantities	Item Sl. No.1.01: Supply & Installation of Solar on Grid Inverter 60 Kwp, 1100V	Item Sl. No.1.01: Supply & Installation of Solar on Grid Inverter 60 KWP , 1100V and Solar Energy Meter								

4	Point No. (a) of Sl. No. 2.2 of Clause-2 of Section-A	Similar nature of work means experience in electrical works pertaining to setting up of Solar On-Grid Systems	Similar nature of work means experience in electrical works pertaining to setting up of Solar On-Grid Systems of at least 30 KWatts.
5	Clause-14 of Section-A (Newly Added)	N/A	14. Scope of Services and other terms & conditions under CAMC: Attached as Annexure-II to this Corrigendum-II.
6	Clause-15 of Section-A (Newly Added)	N/A	15. Penalty Clause: a) Rs 1000/day shall be liable to be charged due to delay in the engineer/technician visit against breakdown calls beyond 24 Hrs of intimation of the same. b) Rs 2000/day shall be liable to be charged due to delay in delivery of spares to be replaced beyond 48 hrs of identification of the spares for replacement from the date of engineer/technician visit against breakdown calls.
7	Clause 1.8: Any other information of Section B: Format for Qualification Information	N/A	Bidders are requested to submit the name of make and model number of the offered items to be supplied as mentioned in the BoQ.
8	Clause no. 4 of the E-procurement Notice	Quotations, both Technical Part and Financial Part, shall be submitted on or before 12.04.2024 at 2PM (14:00HRS) through e-procurement portal only. The Quotations will be opened online on or after 12.04.2024 at 4:00PM (16:00HRS).	Quotations, both Technical Part and Financial Part, shall be submitted on or before 29.04.2024 at 2PM (14:00HRS) through e-procurement portal only. The Quotations will be opened online on or after 29.04.2024 at 4:00PM (16:00HRS).


(D. Jeevan B, IAS)
 Chief Executive Officer,
 FREMAA

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 42.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ____ *[insert date]* _____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *[month]* _____, *[year]* __,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

SCOPE OF SERVICE UNDER THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR THE 'SUPPLYING, INSTALLATION AND COMMISSIONING OF 60 KWP ON-GRID SOLAR POWER PLANT USING EXISTING SOLAR PV MODULES AND EXISTING MMS INCLUDING 5 YEAR OF CAMC'

1. The contract shall be on comprehensive basis, inclusive of installation, repairs and replacement of the spare parts without any extra cost and expenses to the Buyer. The Service Provider shall carry out quarterly routine services, preventive maintenance and breakdown maintenance for all the components under the 'Scope of Supply' of the 60Kwp On-Grid Solar System covered under this CAMC. The scope of Comprehensive Annual Comprehensive Maintenance Contract covers upkeep and smooth working of the aforementioned system within the premises of the Buyer's department as per provision contained in the contract.
2. The CAMC includes quarterly inspection, servicing and preventive maintenance of the 60 Kwp Solar Inverter, Solar Energy Meter and the Net Meter through coordination with authorized representatives of the respective OEMs.
3. The CAMC includes replacement of faulty spares like MC4 Connectors, Surge Protection Devices (SPDs), Miniature Circuit Breakers (MCBs), AC Distribution Box (ACDB), DC Distribution Box (DCDB), Terminal Connections, Earthing Strips & Joints, AC & DC Cables & Conduits, etc.

The details of the make, model & rates, etc. of the spares shall have to be verified from the Authorized Technical Personnel of the Buyer at the time of installation/repair.

4. The CAMC also includes washing & cleaning of the existing Solar Panels of foreign materials, dust, grease, bird droppings etc. at least once in a month that may accumulate during the regular course of operation.

Other Terms & Conditions:

- i) Payment: Quarterly payment at the end of each quarter subject to the satisfactory service completion by the authorised officer of FREMAA. The period of payment shall be within the 60 days from the date of submission of invoice supported by the satisfactory service reports by the authorised officer of FREMAA.
- ii) Penalty: Penalty provision as per issued Corrigendum-II. Penalty amount shall be realised from the quarterly CAMC invoice raised by the service provider.
- iii) Annual increment of 5% on CAMC rate after completion of 5 Years.
- iv) Termination of contract with a one month notice by the client due to the unsatisfactory services by the service provider.

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No.: FREMAA(P)/TECH/WB/79/2023/44/T-260

Date: 08/04/2024

REPLY TO QUERIES

RFQ Reference No.: 2024_DoWR_37158


Details of Assignment: Supplying, Installation and Commissioning of 60 Kwp On-Grid Solar Power Plant using existing Solar PV Modules and existing MMS including 5 Year of CAMC

Sl. No.	Clause Reference	Query of bidder	Reply of FREMAA
Queries raised during the Pre-Bid Meeting			
1	Clause 1 of Section-A	Regarding Scope of Work: Whether any Civil Works or Fabrication of Module Mounting Structure shall be required.	No additional Civil or MMS Fabrication works apart from the ones mentioned in the Bill of Quantities is required.
2	Clause 1 of Section-A	Regarding Existing PV Modules: What is to be done with any damaged or inefficient planes? The Firms suggested to skip/remove such panels as they might hamper the overall performance of the PV System.	Severely damaged Solar modules to be removed/bypassed and inefficient modules to be connected in a way to optimum voltage output.
3	Point No. (g) of Sl. No. 2.1 of Clause-2 of Section-A	Regarding Power of Attorney: Whether Power of Attorney is required if a Director of a Board of Directors of a Pvt Ltd Company is representing the Firm for the assignment? Any standard format to be followed?	In case of a Pvt Ltd Company, Board Resolution authorizing the signatory needs to be furnished irrespective of the position of the signatory in the Board of Directors. No specific format is there. Bidder is advised to consult with the expert in company laws if required.
4	Point No. (a) of Sl. No. 2.2 of Clause-2 of Section-A	Regarding Experience Criteria: While furnishing previous experience in similar nature of works whether experience in setting up of 60Kwp or above capacity Solar Plant needs to be considered or only the value of Work as mentioned in Sl. No. (a) of 2.2. Qualification Criteria needs to be considered?	While furnishing previous experience in similar nature of work, the value of the work needs to be considered and furnished as per the required criteria In addition, definition of similar nature of works is revised as <i>Similar nature of work means experience in electrical works pertaining to setting up of Solar On-Grid Systems of at least 30 KWatts.</i>

			Please refer to the Corrigendum-II.
5	Point No. (c) of Sl. No. 6.4 of Clause-6 of Section-A	Regarding Qualification Information: Annual Turnover in Electrical Works pertaining to Solar On-grid Systems cannot be furnished. Whether Annual Turnover Certificate along with copies of previous Work Orders and Completion Certificate shall be considered?	Please furnish Annual Turnover Certificate from a registered CA Audit Firm. Please refer to the Corrigendum-II.
6	Clause-10 of Section-A	Regarding Abnormally Low Quoted Bids: The percentage of Estimated Amount to be considered as abnormally low is not mentioned. The Firms sought the percentage for reference and preparation of quotes.	i) An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price ii) Bidders are requested to prepare the quotes based on its own assessment of the rates.
7	Clause-3 of the Articles of Contract Agreement of Draft Contract Agreement	Regarding the Payment Schedule: As the supply of the electrical components (inverter, AC & DC Cables) contributes to 60-70% (in value & work progress) of the estimated amount for the said assignment, whether claiming of the same (60-70%) is possible against the same in line with the payment schedule mentioned in the Format of Contract Agreement.	The payment schedule has been revised as follows: i) Advance payment of 10% as mobilisation advance against submission of a Bank Guarantee. A format is attached Annexure-A Rest after successful completion of the works in all respect. Clause-3 of the Articles of Contract Agreement has been revised and published in Corrigendum-II to this RFQ.



8	Clause-12 of Section-A	Regarding the CAMC for 5 Years: As the scope of work for the assignment does not cover the Solar PV Panels which comprises the major portion of the 60Kwp Solar System, whether CAMC shall cover the entire Solar System or only the scope covered under this system? In case if the entire system is to be covered then the firms stated that the cost of the CAMC as per industry standard needs to be atleast 10% of the cost of the entire system which is around 30Lacs for the entire 60Kwp Solar On-grid System.	The scope of CAMC is attached as Annexure B to the Corrigendum-II of this RFQ.
Queries from Vendors			
9	Point No. (g) of Sl. No. 2.1 of Clause-2 of Section-A	As per tender document, Name of authorized person along with Power of Attorney to sign the quotation and contract. As discussed in the pre-bid meeting in case of Private Limited Company if the tender document is being signed by the Director of the company a Board Resolution for giving Power of Attorney on Company Letter head duly signed by the Board Member will serve the purpose.	Please refer to the reply in Sl. No. 3 above. Additionally in case of Private Limited Company if the tender document is being signed by the Director of the company, a Board Resolution authorising the Director shall be on a stamp paper duly signed by the Board of Directors and notarised the Board Resolution shall serve the purpose.
10	Point No. (c) of Sl. No. 6.4 of Clause-6 of Section-A	As per tender document, Confirmation showing Annual Turnover in Electrical Works pertaining to setting up of Solar On-Grid Systems in the last three financial years. As discussed in the pre bid meeting, for technical part of the quotation, in case of annual turnover, Company Audited Balance Sheet along with previous work order of similar nature and work completion certificate are to be furnished.	Please refer to the reply in Sl. No. 5 above.
11	Clause-10 of Section-A	In the Award of Contract clause, it is requested to provide the range of benchmark cost,	Please refer to the reply in Sl. No. 6 above.



		(example 10%) beyond which a penalty of additional performance security is to be provided for award of tender.	
12	Clause-12 of Sectipn-A	For the Comprehensive Annual Maintenance Contract, as per the tender the vendor is supplying only a limited part of the 60KW on grid project (comprising of solar on grid inverter, cabling and grid synchronization) whereas the major component of solar panel is to be used on an existing as on basis. So clarification is to be mentioned if the liability of Annual Maintenance Contract is limited to the Balance of System excluding the solar panel or the entire power plant has to be maintained for a period of 5 years. If the AMC is for the entire plant (taking a benchmark of Rs 50,000.00 per KWp, for 60 KWp total project cost amount to Rs 30,00,000.00 Thirty Lakhs only and so 10% of it ie 3,00,000.00 is to be set for the Comprehensive Annual Maintenance Contract in the tender)	Please refer to the reply in Sl. No. 8 above. Yes, CAMC is for the entire plant. Scope of CAMC is attached as Annexure-B to the Corrigendum-II
13	Clause-3 of the Articles of Contract Agreement of Draft Contract Agreement	In the Articles of Contract Agreement, point 3, (Payment under its Contract) As discussed in the pre-bid meeting the payment is to be made in two parts, A). 80% on completion of work (Supply & Installation) B). 20% on commissioning (grid synchronization with APDCL Net Meter).	Please refer to the reply in Sl. No. 7 above.
14	Bill of Quantities (as published in the e-procurement portal)	The solar energy meter is not a part of the BOQ as provided in the price bid. However, without the installation of solar energy meter as per the prevailing norms and guidelines of (AERC	The Solar Energy Meter was not added in the Bill of Quantities and the same shall form a part of the entire Supply, Installation & Commissioning of the On-grid Solar System. The Solar Energy Meter has to be provided and the



		and APDCL) the grid synchronization/installation of net meter is not allowed.	cost of the same shall has to be added with the cost of the On-grid Inverter while quoting the BoQ in the e-procurement portal. Please refer to the Corrigendum-II
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(Dr. Jeevan B, IAS)
Chief Executive Office,
FREMAA