

**Gujarat State Project Management Unit (SPMU) – ICZM Project
Gujarat Ecology Commission, Gandhinagar**

**National Competitive Bidding
for**

Supply & Installation of Solar Renewable Energy Applications and Related Services (SPMU/ GEC/ NCB/ 01/ 2015–16)

Corrigendum No. 3

The following amendments to the bid document are issued. The amendments will form an integral part of the bid document and the subsequent contract to be awarded to the successful bidder. The bidders are required to sign, authenticate and return this corrigendum along with the bid at the time of submission.

A. Technical

Sr. No.	Reference Page/ Point No.	Original Provision as per Bid Document	Provision after Amendment
1.	On page 59 Package No. 6– Delivery for Solar dryers -	Delivery 90 days.	Delivery 180 days.
2.	On page 68 – 9.6 Solar Dryer for drying of 200 kg fish dryer	out of 10 dryers, only 8 locations have been mentioned.	Andharvandh, Nimanivandh
3.	On Page 81, 4 (ii) Stand-Alone Off-Grid Solar PV Street lights and On Page 85, 1(ii) Stand-Alone Off-Grid Portable Solar Home Light Systems: As per tender document, battery should be Lead Acid Sealed Maintenance Free (SMF) Valve Regulated (VRLA)	Lithium-Ion battery should be incorporated in the technical specification of SLSs & HLSs. Sizing of Li-ion battery should be done separately and reference can be taken from MNRE State Nodal Agencies like CREDA, JREDA etc.	Acceptable and hence Lithium ion battery for SLSs & HLSs Sizing of these battery should be done separately and reference can be taken from MNRE State Nodal Agencies like CREDA, JREDA etc
4.	On Page 108. 2.2 Specifications for Solar dryers -	2.2 Material of Construction Toughened Glass –minimum 4mm thickness as cover over absorber area	Multiwall polycarbonate or PVC sheets (unbreakable and suitably UV resistant) or any another material of equivalent quality may also be acceptable.
		2.3 Absorber material - Aluminium Highly selective	Acceptable

	On page 109 Other Specification: 5.(viii)-	5.8 Modularity- Dryer shall be designed to facilitate quick assembly and dismantling while not in use.	Solar dryer to be installed at permanent location.
	On page 111, 8 (i.)	<p>Bidder shall provide different drying time (in no. of days) for different GHI values for different months given for reference in this tender with a maximum of 2 days. Further, for onsite demonstration of guaranteed performance, fresh Bombay Duck fish of average size of 6 inches weighting 200 kg shall be loaded in the dryer and drying shall be started. Solar radiation (GHI) shall be recorded during the test duration. At the end of second day, tests shall be declared completed. One sample of 100 gm of Bombay duck shall be collected separately at the beginning and second sample of 100 gm of solar dried fish from solar dryer at the end of the test shall be collected. The samples shall be sealed in polythene bag so as to avoid entry of moisture and same shall be placed on two separate ovens at 100°C for 24 hours. Final weight of both the samples at the end of 24 hours shall be recorded. The difference between initial and final weight of the samples to be calculated to identify initial and final moisture content. The weight lost by dried sample and by the fresh sample to be calculated as ratio which shall be greater than or equal to 85%.</p> <p>Following example will explain the methodology</p> <p>i. Initial weight of fresh Bombay duck sample (W1) = 100 gm</p>	Acceptable The solar dryer should remove in two days 76.5 gms of moisture per 100gms of fish.

		<p>ii. Final weight of Bombay duck after drying in oven ((W2) = 10 gm</p> <p>iii. Initial Weight of dried Bombay duck sample (W3) = 15 gm</p> <p>iv. Final weight of dried Bombay duck sample after drying in oven (W4) = 10 gm</p> <p>v. Amount of moisture in fresh sample shall be calculated as $[(W2-W1)/W1]*100 = [(100-10)/100]*100=90\%$</p> <p>vi. Similarly Amount of moisture in dried sample shall be calculated as $[(W3-W4)/W3]*100 = [(15-10)/100]*100=5\%$</p>	
B. Commercial			
	Section 1 ITB		
1.	Page No. 14 4. Eligible Bidders	JV is not allowed	4.7 JV bids now allowed : see Annexure-I attached
			4.8 One bid per bidder Each bidder shall submit only one bid either individually or as a partner in a Joint Venture. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
	Page No. 21 Bid Security	In addition to Original	21.8 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-

			<p>responsive. The bid security of a joint venture must define as 'bidder' all joint venture partners and list them in the following manner : a joint venture consisting of '.....', '.....', and '.....'.</p>
	<p>Page No. 23 22 Format and Signing of Bid</p>	<p>In addition to Original</p>	<p>22.4 In case the Bidder is a JV the Bid shall be signed by an authorized representative of the on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p>
	<p>Page No. 31 44. Performance Security</p>	<p>In addition to Original</p>	<p>44.3 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/Scheduled Indian bank or (b) by a foreign bank located in India and acceptable to the Employer or (c) by a foreign bank through a correspondent Bank in India [scheduled or nationalized]. The performance security of a Joint Venture shall be in the name of the joint venture.</p>

Section II- Bidding Data Sheet			
ITB 4.7	In addition to Original	Maximum number of members in the JV shall be: [insert a number]_____	
ITB 24.1 Page 36	Dead line for submission of bid 6/11/2015 12:00 P.M.	Dead line for submission of bid 04/12/2015 13:00 P.M.	
ITB 27.1 Page 37	Bid opening date 6/11/2015 12:30	Bid opening date 04/12/2015 13:30	
Section III- EVALUATION AND QUALIFICATION CRITERIA			
Page No. 41 Post-qualification Requirements (ITB 38.2)	a) Financial Capability: The Minimum required annual turnover in respect of successful bidder in the last three (3) Financial Years i.e., 2011-12, 2012-13 and 2013-14 shall be of values as indicated below in INR or an equivalent amount in a freely convertible currency –	a) Financial Capability: The Minimum required annual turnover in respect of successful bidder/ JV in the last three (3) Financial Years i.e., 2011-12, 2012-13 and 2013-14 shall be of values as indicated below in INR or an equivalent amount in a freely convertible currency -	
	b) Experience and Technical Capacity The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement (s):	b) The Bidder/ JV shall furnish documentary evidence to demonstrate that it meets the following experience requirement (s):	
Section IV- Bidding Forms			
Page No. 44 Bidder Information Form	In addition to Original	Joint Ventures is allowed (Refer Corrigendum-3)	
2. On page 189, GCC 16.1 Payment terms	Payment terms:	No change in Tender term	
Section VII- General Conditions of Contract			
Page 169 Table of Clauses	6 Deleted	6. Joint Venture, Consortium or Association	

	Page 174	6 Deleted	<p>6. Joint Venture, Consortium or Association</p> <p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
	Performance Security		
	Page 196	In addition to Original	In case of Joint Venture Performance Security shall be submitted as per Annexure III
	Bank Guarantee for Advance Payment		
	Page no. 197	In addition to Original	In case of Joint venture Bank Guarantee shall be submitted as Annexure IV

Annexure-1

4.7 Joint Ventures

- 4.7.1 The information listed in 1-6 above shall be provided for each partner of the joint venture.
- 4.7.2 Attach the power of attorney of the signatory [ies] of the bid authorizing signature of the bid on behalf of the joint venture.
- 4.7.3 Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in sub-clause 4.4 of the Instructions to Bidders'. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement
- 4.7.4 Furnish details of participation proposed in the joint venture as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

<i>PARTICIPATION DETAILS</i>	<i>FIRM 'A'</i> <i>(Lead Partner)</i>	<i>FIRM 'B'</i>	<i>FIRM 'C'</i>
Financial			
Name of the Banker(s)			
Planning			
Key Personnel			
Execution of Contracts (Give details on contribution of each)			

Annexure-II

Bidder's JV Members Information Form

[The bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture.]

Date:

[insert date (as day, month and year) of Bid submission]

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/ Fax numbers: <i>[insert telephone/fax number of JV's Member authorized representative]</i> Email address: <i>[insert email address of JV's Member authorized representative]</i>

7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*

- Articles of Incorporation (or equivalent document of constitution or association), and/or registration document of the legal entity named above, in accordance with ITB 4.3.
- In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Annexure-III

2. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

NCB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary:*[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]**[insert year]*,² and any demand for payment under it 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, except that the supporting statement under Article 15 (a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

¹ *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

² *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: " We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Annexure-IV

3. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*

NCB No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.:*[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that _ *[insert name and address of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Supplier") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date of Agreement]* with you, for the supply of *[insert type Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)³ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

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 Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁴]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15 (a) is hereby excluded.

³The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

⁴ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months][one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."