



অসম শক্তি উন্নয়ন অধিকাৰণ
ASSAM ENERGY DEVELOPMENT AGENCY

(Under Science & Technology Department, Govt. of Assam)

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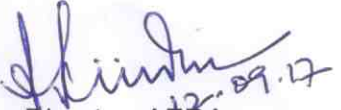
AEDA/455/2016/31/ ৪৩০

Date : 12.09.2017

ADDENDUM

It is hereby notified to all concerned that an addendum has been made as "AMENDMENT-1"(Annexure-I) for the Tender Notice for Design, Supply, Installation, Testing, Commissioning with Five Years Warrantee cum Mandatory Comprehensive Maintenance Contract (CMC) of Aggregate Capacity 14.0 MW (7.0 MW under CAPEX Mode and 7.0 MW under RESCO Mode) for Grid connected Solar Roof-top Solar photovoltaic Power Plant in Assam floated vide tender notice No. AEDA/455/2016/26 Dated 22.08.2017.

The all other terms & conditions including time of closing & opening of tender would be remaining same. For details please visit <https://assamtenders.gov.in>


12.09.17
Director, AEDA

Amendment – I

Tender No. AEDA/455/2016/26 dated 22.08.2017

Sr. No.	Ref Clause / Page No.	Original Version	Amendment – I
1	Various Clauses in the Tender Document	Validity of the Bid / Period of Completion – 120 Days	The period of 120 days should be considered and written as ‘till December 31, 2017’ at all places.
2	Clause 2.3.1 Page 16	<p>Minimum Criteria: The Bidder should be a company incorporated under Companies Act, 1956 or 2013 including any amendment thereto. In case, Bidder is a Consortium/Joint Venture, all members of the Consortium/JV should be registered individually in India under Companies Act, 1956 or 2013 including any amendment thereto. The Bidder Venture, all members of the Consortium/JV should be registered individually in/ Lead Bidder (in case of Consortium) must be MNRE empanelled Channel Partner under Grid Connected Rooftop Solar Power Plants Programme.</p>	<p>Minimum Criteria: The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or any other previous Companies Act(s). Limited Liability Partnership (LLP) shall also be permitted as a Bidder. In case, Bidder is a Consortium/Joint Venture, all members of the Consortium/JV should be registered individually in India as Company of LLP. The Bidder Venture, all members of the Consortium/JV should be registered individually in/ Lead Bidder (in case of Consortium) must be MNRE empanelled Channel Partner under Grid Connected Rooftop Solar Power Plants Programme. A copy of certificate of incorporation shall be furnished along with the bid in support of above. Proprietorship Firms and Partnership Firms are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium).</p>
3	Clause 2.4.2 Page 17	<p>For Projects under Open Category (CAPEX Mode only): The Open Category shall be reserved for New Entrepreneurs having registered office in the State of Assam on the date of issue of this Tender. The Bidder shall be exempted from the requirement of</p>	<p>For Projects under Open Category (CAPEX Mode only): The Open Category shall be reserved for Companies / LLPs empanelled by MNRE for the State of Assam as Rooftop Solar Channel Partners under New Entrepreneurs category or for Companies/ LLPs having their registered</p>

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		<p>having experience in design, supply, installation and commissioning of Grid connected Solar PV Power Projects. However, the Bidder should necessarily be a company having its registered office located in the State of Assam, as on the date of issue of this Tender and also a MNRE empanelled Channel Partner under Grid Connected Rooftop Solar Power Plants Programme. Further, Consortium shall strictly be NOT Allowed in case of Open Category. Further, the Bidder participating under Open Category shall not be allowed to participate under Tender Category, either individually or as a Consortium Partner.</p>	<p>office in the State of Assam as on the date of issue of this Tender. Sufficient evidences issued by appropriate Government authority should be submitted to confirm the eligibility under Open Category. The Bidder shall be exempted from the requirement of having experience in design, supply, installation and commissioning of Grid connected Solar PV Power Projects. Further, Consortium shall strictly be NOT Allowed in case of Open Category. Proprietorship Firms and Partnership Firms are not allowed to participate in the bidding process. Further, the Bidder participating under Open Category shall not be allowed to participate under Tender Category, either individually or as a Consortium Partner.</p>
4	Clause 2.5.4 Page 18	<p>The formula of calculation of net-worth shall be as follows: Net-worth = (Paid up share capital) + {(Free reserves + Share premium) +Share premium of listed companies}} - (Revaluation of reserves)-(Intangible assets) - (Miscellaneous expenditure to the extent not written off and carry forward losses). Paid up share capital will include Paid up equity share capital, Fully, compulsorily and mandatorily convertible preferential shares, and Fully, compulsorily and mandatorily convertible Debentures. Free reserves means reserves created out of profits and securities premium account but does not include reserves created out of revaluation of profits, write back</p>	<p>The formula of calculation of net-worth shall be as follows: Net-worth = (Paid up share capital) + {(Free reserves + Share premium) +Share premium of listed companies}} - (Revaluation of reserves)-(Intangible assets) - (Miscellaneous expenditure to the extent not written off and carry forward losses). Paid up share capital will include Paid up equity share capital, Fully, compulsorily and mandatorily convertible preferential shares, and Fully, compulsorily and mandatorily convertible Debentures. Free reserves means reserves created out of profits and securities premium account but does not include reserves created out of revaluation of profits, write back of</p>

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		<p>of depreciation and amalgamation or any capital reserve. Securities Premium will be considered to be part of net worth only in those cases where it has been realized/received in the form of cash. However, this may not be applicable in case of listed companies.</p> <p>The Net Worth of the Bidder as on the last day of the preceding financial year (FY 2015-16 or FY 2016-17, whichever is available as latest audited accounts) shall not be less than total paid-up share capital.</p>	<p>depreciation and amalgamation or any capital reserve. Securities Premium will be considered to be part of net worth only in those cases where it has been realized/received in the form of cash. However, this may not be applicable in case of listed companies.</p>
5	Clause 3.4.1 Page 23	<p>Sanctioned Period: Total sanctioned period for Identification of buildings, obtaining No Objection Certificate (NOC) from concerned APDCL's office for grid connectivity, complete design, engineering, supply, storage, civil work, installation, testing & commissioning of the grid connected rooftop solar PV projects shall be till December 31,2017, which can be extended subject to approval of MNRE. Commissioning shall mean 'successful operation of the Project/Works by the Developer, for the purpose of carrying out Performance Ration (PR) Test.</p>	No Change
6	Clause 3.5.1 Page 23	<p>The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during compulsory O&M period from the date of commissioning.</p>	No Change

Sr. No.	Ref Clause / Page No.	Original Version	Amendment – I
7	Clause 6.3.6 Page 39	PCU/Array Size Ratio : The combined wattage of all inverters should not be less than rated capacity of power plant under Standard Test Conditions.	PCU/Array Size Ratio : The combined wattage of all inverters can be less than or more than the rated capacity of power plant under Standard Test Conditions. However, for the purpose of this Scheme, the size of the Plant shall be considered as lower of the inverter capacity or PV module array capacity, in accordance with MNRE Office Memorandum – F. No. 03/88/2015-16/GCRT, dated 28.08.2017.
	Clause 7.9.7 Page 53	Exemption for payment of EMD amount will be given to Micro, Small & Medium Enterprises (MSMEs) registered with National Small Industries Corporation Ltd. (NSIC) or any other body specified by Ministry of MSME. However, relevant valid document / Certificate from NSIC or any other body specified by Ministry of MSME need to be submitted without which bidders are not entitled for any kind of exemption.	Exemption for payment of Tender Document Fee and EMD amount will be given to Micro, Small & Medium Enterprises (MSMEs) registered with National Small Industries Corporation Ltd. (NSIC)/UdyogAadhaar Category only. The Tender Document Cost and EMD are waived off only for those MSMEs in Joint Venture/ Consortium, wherein all the Joint Venture/ Consortium members are registered with NSIC/ UdyogAadhaar Category. However, relevant valid document / Certificate from NSIC or any other body specified by Ministry of MSME need to be submitted without which bidders are not entitled for any kind of exemption.
8	Clause 7.10.1 Page 53	Within 15 days from the date of issue of Sanction Letter of Letter of Award, successful bidder must deposit Performance Bank Guarantee (PBG) fees @ 10% of the project cost of sanction project capacity to AEDA as per Annexure-VII with validity till completion of 5 years' Maintenance period plus 3 months' claim period	Within 15 days from the date of issue of Sanction Letter or Letter of Award, successful bidder must deposit Performance Bank Guarantee (PBG) fees @ 10% of the project cost of sanction project capacity to AEDA as per Annexure-VII with validity till completion of 5 years' Maintenance period plus 3 months' claim period. In case

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			there is delay in deposit of PBG, the successful bidder shall be liable for penalty @1% of the contract value per week or part thereof. In case, the successful bidder is unable to deposit the PBG beyond 30 days from the date of issuance of LOA, then LOA and the EMD shall be forfeited.																																													
9	Clause 7.14 Page 54-55	<p>Subsidy Disbursement Schedule: The Tentative schedule of disbursement of subsidy shall be as follows: -</p> <table border="1" data-bbox="607 628 1292 1385"> <thead> <tr> <th data-bbox="607 628 680 735">Sr. No.</th> <th data-bbox="680 628 1128 735">Milestone</th> <th data-bbox="1128 628 1292 735">Percentage Subsidy Release</th> </tr> </thead> <tbody> <tr> <td data-bbox="607 735 680 847">1</td> <td data-bbox="680 735 1128 847">Successful commissioning of project by the bidder and acceptance by AEDA</td> <td data-bbox="1128 735 1292 847">90%</td> </tr> <tr> <td data-bbox="607 847 680 959">2</td> <td data-bbox="680 847 1128 959">Completion of first year of successful Maintenance by the bidder</td> <td data-bbox="1128 847 1292 959">2%</td> </tr> <tr> <td data-bbox="607 959 680 1070">3</td> <td data-bbox="680 959 1128 1070">Completion of second year of successful Maintenance by the bidder</td> <td data-bbox="1128 959 1292 1070">2%</td> </tr> <tr> <td data-bbox="607 1070 680 1182">4</td> <td data-bbox="680 1070 1128 1182">Completion of third year of successful Maintenance by the bidder</td> <td data-bbox="1128 1070 1292 1182">2%</td> </tr> <tr> <td data-bbox="607 1182 680 1294">5</td> <td data-bbox="680 1182 1128 1294">Completion of fourth year of successful Maintenance by the bidder</td> <td data-bbox="1128 1182 1292 1294">2%</td> </tr> <tr> <td data-bbox="607 1294 680 1385">6</td> <td data-bbox="680 1294 1128 1385">Completion of fifth year of successful Maintenance by the bidder</td> <td data-bbox="1128 1294 1292 1385">2%</td> </tr> </tbody> </table>	Sr. No.	Milestone	Percentage Subsidy Release	1	Successful commissioning of project by the bidder and acceptance by AEDA	90%	2	Completion of first year of successful Maintenance by the bidder	2%	3	Completion of second year of successful Maintenance by the bidder	2%	4	Completion of third year of successful Maintenance by the bidder	2%	5	Completion of fourth year of successful Maintenance by the bidder	2%	6	Completion of fifth year of successful Maintenance by the bidder	2%	<p>Disbursement Schedule: The Tentative schedule of disbursement of payment shall be as follows: -</p> <table border="1" data-bbox="1323 628 2009 1385"> <thead> <tr> <th data-bbox="1323 628 1397 735">Sr. No.</th> <th data-bbox="1397 628 1845 735">Milestone</th> <th data-bbox="1845 628 2009 735">Percentage Release</th> </tr> </thead> <tbody> <tr> <td data-bbox="1323 735 1397 847">1</td> <td data-bbox="1397 735 1845 847">Successful commissioning of project by the bidder and acceptance by AEDA pending net-metering and grid connectivity</td> <td data-bbox="1845 735 2009 847">80%</td> </tr> <tr> <td data-bbox="1323 847 1397 959">2</td> <td data-bbox="1397 847 1845 959">Completion of Net-Metering and Grid Connectivity</td> <td data-bbox="1845 847 2009 959">10%</td> </tr> <tr> <td data-bbox="1323 959 1397 1070">3</td> <td data-bbox="1397 959 1845 1070">Completion of first year of successful Maintenance by the bidder</td> <td data-bbox="1845 959 2009 1070">2%</td> </tr> <tr> <td data-bbox="1323 1070 1397 1182">4</td> <td data-bbox="1397 1070 1845 1182">Completion of second year of successful Maintenance by the bidder</td> <td data-bbox="1845 1070 2009 1182">2%</td> </tr> <tr> <td data-bbox="1323 1182 1397 1294">5</td> <td data-bbox="1397 1182 1845 1294">Completion of third year of successful Maintenance by the bidder</td> <td data-bbox="1845 1182 2009 1294">2%</td> </tr> <tr> <td data-bbox="1323 1294 1397 1385">6</td> <td data-bbox="1397 1294 1845 1385">Completion of fourth year of successful Maintenance by the bidder</td> <td data-bbox="1845 1294 2009 1385">2%</td> </tr> <tr> <td data-bbox="1323 1385 1397 1391">7</td> <td data-bbox="1397 1385 1845 1391">Completion of fifth year of</td> <td data-bbox="1845 1385 2009 1391">2%</td> </tr> </tbody> </table>	Sr. No.	Milestone	Percentage Release	1	Successful commissioning of project by the bidder and acceptance by AEDA pending net-metering and grid connectivity	80%	2	Completion of Net-Metering and Grid Connectivity	10%	3	Completion of first year of successful Maintenance by the bidder	2%	4	Completion of second year of successful Maintenance by the bidder	2%	5	Completion of third year of successful Maintenance by the bidder	2%	6	Completion of fourth year of successful Maintenance by the bidder	2%	7	Completion of fifth year of	2%
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10	Clause 7.18, Page 56	<p>Liquidated Damages: For the delay in identification of buildings, obtaining approval from concerned APDCL’s office for grid connectivity, complete design, supply, installation, testing and commissioning of grid connected rooftop solar PV power plants, the liquidity damage @1% of the contract value per week or part thereof subject to the maximum of 10% of the contract value shall be deducted from the bill of the contractor.</p>	<p>Liquidated Damages: For the delay in identification of buildings, obtaining approval from concerned APDCL’s office for grid connectivity, complete design, supply, installation, testing and commissioning of grid connected rooftop solar PV power plants, the liquidity damage @1% of the contract value per week or part thereof subject to the maximum of 10% of the contract value shall be deducted from the bill of the contractor. However, in the light of MNRE Office Memorandum F. No. 03/88/2015-16/GCRT, dated 28.08.2017, in case the plant is installed in accordance with the MNRE scheme and quality standards, subject to the satisfaction of AEDA, and/or request has been submitted to APDCL for NOC of grid connectivity, such cases shall be considered eligible for release of subsidy under the Project. In such cases, a joint inspection report shall be furnished to MNRE by consumer, developer and AEDA, indicating that the project is installed pending application to APDCL for obtaining net-metering/grid connectivity. Accordingly, in such cases, Liquidated Damages shall also not be levied.</p>			
	Page 63 Clause 9.2	<p>Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder. Number of members in a Consortium shall not be more than THREE.</p>	No Change			

Other Clarifications:

1. The Draft EPC and PPA, which are prepared in lines with the MNRE Model EPC and PPA issued vide File No. 03/12/2016-17/GCRT dated 11.11.2016 (duly vetted by Department of Legal Affairs, Ministry of Law & Justice and Department of Expenditure, Ministry of Finance) are attached as **Annexure-1 and Annexure-2** respectively.
2. Clarification on allotment of capacities is attached as **Annexure-3**.
3. The Period of Completion of Work by December 31, 2017 shall remain intact as of now. AEDA has communicated to MNRE, the request of prospective bidders for extension of time. In case, the MNRE extends the timeline, the same shall be communicated accordingly. Further, please also refer to MNRE Office Memorandum – F. No. 03/88/2015-16/GCRT, dated 28.08.2017, wherein the release of subsidy is de-linked with pending net-metering / grid connectivity by the DISCOM, which are the major concerns of the prospective bidders for delay in project.
4. No change is made in the PBG amount of 10% of the Project Cost of sanctioned project capacity.
5. Under Open Category, eligible New Entrepreneurs shall essentially match the L1 Financial Quote under the Tender Category for CAPEX Mode. Further, the successful bidders under Open Category can install plants under sub-categories '1-10 kWp' and '>10-100 kWp' only. They will NOT be allowed to install projects under the sub-category '>100 – 500 kWp'.
6. In the light of MNRE Office Memorandum – F. No. 03/88/2015-16/GCRT, dated 28.08.2017, the successful bidders shall not be penalised in case they have successfully installed the plants before the timeline of December 31, 2017. 'Successful installation' for the purpose of penalty and/or subsidy disbursement shall mean that the plant is installed in accordance with the MNRE scheme and quality standards, subject to the satisfaction of AEDA, and/or request has been submitted to APDCL for NOC of grid connectivity. In such cases, a joint inspection report shall be furnished to MNRE by consumer, developer and AEDA, indicating that the project is installed pending application to APDCL for obtaining net-metering/grid connectivity.
7. It is clarified that AEDA shall NOT be responsible to any successful bidder, consumer or any other party for any loss on account of delay in completion, payment, release of subsidy or otherwise. AEDA shall NOT in any case responsible to compensate in any way in this regard.
8. The Bidder/Lead Member of the Bidding Consortium shall have Assam GST or shall get the registration within one month of the issue of LOA.
9. The Bidder/any Member of the Bidding Consortium shall either have an existing office in Assam or shall open an office in Assam within 15 days of the issue of LOA.

10. The timelines mentioned for maintenance of the systems (cleaning, etc.) are minimum requirement. A developer may undertake maintenance more frequently on their own. AEDA shall only be concerned about the minimum performance /CUF of the plant.
11. The present tender has envisaged systems without battery backup only.
12. The Energy Meters need to be procured from APDCL only. The applicable cost and the testing charges, if any in this regard shall be required to be borne by the beneficiary.