



INDORE MUNICIPAL CORPORATION, INDORE

NARAYAN SING SAPUT MARG, SHIVAJI MARKET,
NAGAR NIGAM SQUARE, INDORE, MADHYA PRADESH 452007

No. 18/Imef/Solar/22-23

Date: - 22/12/2022

CORRIGENDUM – 02

NAME OF PROJECT: REQUEST FOR PROPOSAL FOR SELECTION OF EPC CONTRACTOR FOR DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING INCLUDING 10 YEARS COMPREHENSIVE O&M OF 60 MW (AC) SOLAR PV PROJECT AT VILLAGE SAMRAJ & ASHUKHEDI IN MADHYA PRADESH, INDIA (SECOND CALL)

Online Tender ID	NIT No. and Date
2022_UAD_236062_1	23/IMC/2022-23; Date 02.12.2022

Sl. No.	Clause as per RFP / Page no.	Particulars as per Tender	Query / suggestion	Response / Modification from IMC/ Read as
1	Section V , Special Condition of Contract : Clause No-2 Page 147 of 424	In case the Plant PR Shortfall is more than 5% than the committed PR value (committed at the time of bid submission), then the total plant will be accepted on as-is basis & the total Contract Performance Security submitted by the contractor will be forfeited & payments linked to operational acceptance will not be made and contract shall stands cancelled.	Requesting M/s IMC to increase the threshold to 10%.	In case the Plant PR Shortfall is more than 10% than the committed PR value of 75% (committed at the time of bid submission), then the total plant will be accepted on as-is basis & the total Contract Performance Security submitted by the contractor will be forfeited & payments linked to operational acceptance will not be made and contract shall stands cancelled.
2	1.3.8 For participation as an EPC Bidder Page 55/424	"A job executed by a Bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting the Eligibility Conditions of the tender. Also, the jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will not be considered as experience for the purpose of meeting Eligibility Conditions."	Request IMC to delete this clause as inclusion of this clause will reduce number of participants in the tender document.	A job executed by a Bidder for its own plant/ projects can be considered as experience for the purpose of meeting the Eligibility Conditions of the tender. Jobs executed for Subsidiary/ Fellow subsidiary/ Holding company will be not considered as experience for the purpose of meeting Eligibility Conditions." However IMC may ask to submit the requisite supporting documents including statutory permissions/approvals against the Proof for Scrutinizing and IMC officials may visit the site .

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Handwritten signatures in blue ink.

3	Page no.	Particulars as per Tender	Query / suggestion	Response / Modification from IMC/ Read as
	Clause 1.1.26 Defect Liability Period Page 65/424	1.1.26 DEFECT LIABILITY PERIOD in relation to scope of work means 120 (ONE TWENTY) months from the date of Operational acceptance during which the Contractor stands responsible for rectifying all defects/ rejection that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against Manufacturing/ Fabrication/ Erection/ Construction defects covering all materials plants, equipment, components and the like supplied by the Contractor, works executed against workmanship defects.	DLP of 120 months is very high. No equipment manufacturers provide <i>DLP / Guarantee / Warranty</i> for such long period except Solar PV Module, Inverter, MMS and SCADA. This is the reason other PSU's like NTPC/SJVNL ask for DLP of 12 months only. NTPC separately asks for 10 years AMC on above mentioned equipments like Inverter, SCADA etc. This will be a very big risk on EPC contractor. So request you to have DLP of 12 months and include another clause for AMC of critical equipments.	Please refer clause 73.4 Defect Liability Period Page 114/424.
4	20.1 Liquidated Damages (LD) Page 81/424	Contractor shall pay to the Owner a sum equivalent to half percent (0.5%) per week of the Contract Price for the whole of the facilities as liquidated damages for such default and not as a penalty, without prejudice to the Owner's other remedies under the Contract subject to the maximum limit of five percent (05%) of Contract Price for the whole of the facilities.	We request IMC to revise this clause and impose LD on the uncommissioned portion only. Proposed clause is appended below: <i>Liquidated Damages shall be payable at the rate of 0.5% of EPC Contract price [without O&M contract] of uncommissioned capacity per MW per day alongwith applicable GST.</i>	Ok accepted. LD will be imposed on Uncommissioned part of the power plant/ Uncomplete Works specified in the BBU where invoicing will not be done. Bidder must note that commissioned part of the solar plant/facilities means said capacity of the solar plant must be grid synchronized in all aspects with all necessary statutory approvals/Permissions in hand. During commissioning Bidder must ensure to demonstrate the full capacity (AC & DC) to IMC.
5	Clause 2. PERFORMANCE GUARANTEE TEST Page 147/424 2.1.7 Liquidated Damages for Shortfall in PR Page 402 / 424	For every 1% shortfall in PR below the committed PR value (committed at the time of bid submission), a penalty of 0.5% of the total Contract Value (i.e., total sum of all the Supply, Service and amount of O & M Contract) shall be levied. For every 1% shortfall in PR below the committed PR value, a penalty of 1% of the total Contract Value (i.e., total sum of all the Supply, Service and value of O & M Contract) shall be levied.	Both clauses are contradictory to each other. So, we request IMC to delete clause mentioned in page 147/424 and keep clause mentioned in page 402/424.	Please refer Clause 2. PERFORMANCE GUARANTEE TEST Page 147/424.

	Clause as per RFP / Page no.	Particulars as per Tender	Query / suggestion	Response / Modification from IMC/ Read as
6	5. PAYMENT TERM (Special Notes) Page 149/424	5. Security deposit (7%) will be deducted against each RA bill. Which will be released after successful completion of O & M Period of 10 years upon handing over of the plant in running condition to the employer.	EPC is Solar PV Project is capital intensive project and component of Supply portion is more then 85% of the total contract price. In addition cutthroat competition leave very small amount of profit in a project. Withholding 7% of the money will put lot of Financial pressure on EPC contractor. So request IMC to remove this clause.	There will be no deduction against security deposit (7%) from each RA Bill . How ever in lieu of Security deposit bidder has to submit PBG (7 % of the Whole Contract Value) during the signing of Contract Agreement , with Validity till completion of DLP with additional claim period of 6 Months.

Revised Payment Terms: -

Sl. No.	Activity	Payment in Percentage
1	On Pro-rata basis against supply, receipt and acceptance of Materials at site on submission of documents like Contractor's detailed invoice & packing list identifying contents of each shipment, evidence of dispatch (GR/ LR copy), Manufacturer's/ Contractor's Guarantee certificate of Quality, Third Party Testing Material Certificates, submission of the certificate by the Executing Agency's authorized representative that the item(s) have been received and MDCC (Material Dispatch Clearance Certificate) issued by Employer's authorized representative in original.	65%
2	On Pro-rata basis against General works including Civil construction, successful erection of entire plant including all facilities along with transmission line and bay equipment's.	20%
3	Against successful testing, grid synchronization and commissioning of total plant including submission of all statutory provisional permission/approvals.	10%
4	Against Operational Acceptance of complete Facility pursuant to successful Guarantee Tests and on demonstration of Performance Ratio (PR) for three months including submission of all statutory permission/approvals, Open Access permission documents inclusive of all as-built drawings.	5%
	TOTAL	100%

Note:-

- 1- Billing Break up (BBU) and dispatch schedule shall get approved by IMC. Separate BBU is to be furnished for Supply and Service Part.
- 2- Payment against Supply, installation, testing, commissioning of plant is 93% of the Contract Value.
- 3- Payment for Comprehensive Operation and Maintenance of plant for 10 years is 7 % of the Contract Value and the terms of payment mentioned in RFP will remain unchanged.

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Revised key dates-

S. No.	Description	Present Date and Time	Revised Date and Time
1.	Last date for Purchase of Tender (Online)	24.12.2022 Till 1730 Hrs.	05.01.2023 Till 1730 Hrs.
2.	Last date for submission of tender (Online)	24.12.2022 Till 1730 Hrs.	05.01.2023 Till 1730 Hrs.
3.	Technical bid opening (Online)	26.12.2022 Till 1730 Hrs.	06.01.2023 Till 1730 Hrs

Note - Bidders are requested to take note of following changes in Annexure:

- Annexure -A1: Attached Revised layouts


**Additional Commissioner
Indore Municipal Corporation,
Indore**