

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

S. No.	Section	Clause No.	Page No.	Original Criteria	Read as/Amendment
1.	I	1.2.2	11	Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority.	Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The shortlisted bidder has to produce the original documents to the concerned authority (JREDA) for verification.
2.	I	1.2.2	11, 12	Bids will be opened online as per time schedule mentioned in clause 2.3	Bids will be opened online as per time schedule mentioned in clause 2.2
3.	I	2.3.1	12	A Bid Security of 2% (rounded up to nearest lakh Rs.) of the project estimated cost in the form as stipulated in the Bidding Documents to be drawn in favor of "Director JREDA", Ranchi. Nil for MSME of Jharkhand	An EMD of 2% of the project estimated cost in the form as stipulated in the Bidding Documents to be drawn in favor of "Director JREDA", Ranchi. Nil for MSME of Jharkhand The applicable EMD is Rs. 2 Lakhs
4.	I	3.1.B	12,13	B. Scanned Copies of the Annexure as per the enclosed formats should be uploaded after converting the same to .pdf format. i. Annexure-A: Proforma of Joint Undertaking by Manufacturer Along with the Bidder/Contractor ii. Annexure-B: Format for Evidence of Access to or Availability of Credit/ Facilities iii. Annexure-C: Form of Power of Attorney for Joint Venture iv. Annexure-D: Form of Joint Venture Agreement v. Annexure-I: Proforma of Bank Guarantee for Bid Guarantee vi. Annexure-IV: Proforma of Letter of Undertaking vii. Annexure-XI: Format of Power of Attorney for Signing Bid viii. Annexure-XII: Information about the Bidding Firm ix. Annexure-XIII: Declaration by the Bidder x. Annexure-XIV: Format for Financial Requirement	B. Scanned Copies of the Annexure as per the enclosed formats should be uploaded after converting the same to .pdf format. i. Annexure-A: Proforma of Joint Undertaking by Manufacturer Along with the Bidder/Contractor ii. Annexure-B: Format for Evidence of Access to or Availability of Credit/ Facilities iii. Annexure-C: Form of Power of Attorney for Joint Venture iv. Annexure-D: Form of Joint Venture Agreement v. Annexure-I: Proforma of Bank Guarantee for Bid Guarantee vi. Annexure-IV: Proforma of Letter of Undertaking vii. Annexure-XI: Format of Power of Attorney for Signing Bid viii. Annexure-XII: Information about the Bidding Firm ix. Annexure-XIII: Declaration by the Bidder x. Annexure-XIV: Format for Financial Requirement – Annual Turnover

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

S. No.	Section	Clause No.	Page No.	Original Criteria	Read as/Amendment
				<p>– Annual Turnover</p> <p>xi. Annexure-XV: Format For Financial Requirement - Net Worth Certificate</p> <p>xii. Annexure-XVI: Format For Covering Letter</p> <p>xiii. Annexure-XVII: Format For Check List for Technical bid</p> <p>xiv. Schedule-3: Firm price declaration Schedule</p> <p>xv. Schedule-4: Commercial Deviations Schedule</p> <p>xvi. Schedule-5: Technical Deviation</p> <p>xvii. Schedule-6: Additional Information Included with this Proposal</p> <p>xviii. Schedule-7: Qualifying Requirement Data</p> <p>xix. Schedule-8: Guarantee Declaration</p> <p>xx. Schedule-9: Bought-out & Sub-Contracted Items</p> <p>xxi. Schedule-10: Work Completion Schedule</p> <p>xxii. Schedule-11: Checklist Schedule</p>	<p>xi. Annexure-XV: Format For Financial Requirement - Net Worth Certificate</p> <p>xii. Annexure-XVI: Format For Covering Letter</p> <p>xiii. Annexure-XVII: Format For Check List for Technical bid</p> <p>xiv. Schedule-3: Firm price declaration Schedule</p> <p>xv. Schedule-6: Additional Information Included with this Proposal</p> <p>xvi. Schedule-7: Qualifying Requirement Data</p> <p>xvii. Schedule-8: Guarantee Declaration</p> <p>xviii. Schedule-9: Bought-out & Sub-Contracted Items</p> <p>xix. Schedule-10: Work Completion Schedule</p>
5.	I, II & V	3.3, 3.1, 38.1 & 10.2	13, 17, 32 & 81	The successful bidder shall also be required to furnish to JREDA a Project Operation Guarantee (POG) for twenty percent (20%) of the Capital Cost. The bid guarantee shall be kept valid by the successful for a period of sixty (60) months from schedule date of commissioning of the project.	<p>The Contractor shall furnish within 30 days from the date of "Final Acceptance of Successful Commissioning" of Project, an unconditional and irrevocable bank guarantee from any bank specified in the "Schedule 1: List of Banks" in favour of "Director, JREDA" for due Performance as per Format attached as Project Operation Guarantee (POG), and which shall be for 20% of the total Contract Value (i.e., total sum of all the supply contract, erection contract and civil works contract) and valid for 60 months from the schedule date of commissioning of all the villages of respective package.</p> <p>POG has to be submitted in 5 equal parts valid for 5 years, i.e. 5 nos of POG of 4% of Contract Value valid for 5 years, and at the end of every one year of successful completion of CMC period from the date of final acceptance of successful commissioning one POG of 4% value shall be released.</p>
6.	II	i of d of	16	For Manufacturer:	I. Empanelled with MNRE under any category mentioned

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

S. No.	Section	Clause No.	Page No.	Original Criteria	Read as/Amendment
		2.1		The bidder should be (a) MNRE approved Channel Partner/ MNRE approved manufacturer/ MNRE approved PV System integrator or (b) A registered manufacturing company/Firm/Corporation in India (including MSME of Jharkhand).	<p>below:</p> <p>(i) MNRE approved Channel Partner (ii) MNRE approved manufacturer (iii) MNRE approved PV System integrator (iv) Empanelled with MNRE as Rural Energy Service Providers (RESP).</p> <p>or</p> <p>II. A registered manufacturing company/Firm/Corporation in India (including MSME of Jharkhand).</p> <p>or</p> <p>III.</p> <p>(i) For Manufacturer: The Manufacturer has adequate plant and manufacturing capacity available to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the work under this Specification) of the Bidder or his principal. If the present commitments are such that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then the details of alternative arrangements to be organized by the Bidder for this purpose and which shall meet the Employer's approval, shall also be furnished;</p> <p>(ii) For Erector: has adequate capacity for erection and installation to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the capacities and present commitments (excluding the work under this specification) of the Bidder or its principal. If the present commitments are such that may result in inadequacy</p>

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

S. No.	Section	Clause No.	Page No.	Original Criteria	Read as/Amendment
					<p>to undertake the works corresponding to this bid (work under this specification), then the details of the alternative arrangements to be organized by the Bidder for this purpose and which shall meet the Employer's approval, shall also be furnished;</p> <p>Must have adequate field services organisation to provide the necessary field erection and management services required to successfully erect, test and commissioning the equipments as required by the specification and documents, and</p> <p>Must have established quality assurance systems and organisation designed to achieve high level of equipment reliability, both during his manufacturing and field installation activity</p>
7.	II	11, A, 2	21	Pre-Qualification Details Scanned Copy of Certificate for availability of Credit Facility for 10% of Tendered Amount from any Scheduled Commercial Bank.	Pre-Qualification Details Scanned Copy of Certificate for availability of Credit Facility for at least 10% of estimated project cost from any Scheduled Commercial Bank.
8.	II	13	23		The revised Clause is provided in this Corrigendum
9.	II	15	24		The Clause 15.2, 15.3, 15.4 and 15.6 has been deleted
10.	II	22.4	26		The Clause b of 22.4 has been deleted
11.	II	22.9	26	The bid guarantee shall be submitted along with the bid in separate sealed envelope in one original and two copies. Any bid not accompanied by the required bid security in accordance with provisions of this clause will be rejected and shall not be opened.	The scan copy of EMD shall be uploaded along with technical bid and original copy of EMD should be submitted as per mention address in the RfP document. Any bid not accompanied by the required EMD in accordance with provisions of this clause will be rejected and shall not be opened.
12.	II	24	28		The Clause 24 has been deleted
13.	II	25.1	28	Complete Bids (including Technical and Financial) must be received by the JREDA at the address specified in the Notice	Complete Bids (including Technical and Financial) must be uploaded on the web portal as specified in the Notice Inviting Bid

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

S. No.	Section	Clause No.	Page No.	Original Criteria	Read as/Amendment
				Inviting Bid not later than the date and time indicated in the Notice Inviting Bid.	not later than the date and time indicated in the Notice Inviting Bid.
14.	II & V	32 & 6.5	30 & 79	The added Clause 32.4 & 79 should be read as	For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under:- W = M Where; W=Total Comparison Price M= Bid price in Indian Rupees (Ex-works value of equipment + Components of erection cost + mandatory spares and other components, if any + Cost of CMC for five years)
15.	III	7.4	38	It is clearly understood that the total consideration for the Contract(s) has been broken up into various components only for the convenience of payment of advance under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).	No provision of advance payment has been made under this RfP as the Clauses related to advance payment shall be considered deleted / altered as required.
16.	III	9.2.	38	The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office of the Employer on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee six copies, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.	The Agreement, unless otherwise agreed to, shall be signed within 15 days of the date of issuance of Letter of Award , at the office of the Employer on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee six copies, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
17.	III	33.3.	47		The Clause 33.3 has been deleted
18.	III	33.7.	48		The Clause 33.7.1 and 33.7.3 has been deleted
19.	III	38.2.	51		The Clause 38.2 has been deleted
20.	III	43.3.	52		The Clause 43.3 has been deleted
21.	III	47.3	54	The arbitration shall be conducted in accordance with the	The arbitration shall be conducted in accordance with the

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

S. No.	Section	Clause No.	Page No.	Original Criteria	Read as/Amendment
				provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be Ranchi.	provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Ranchi.
22.	IV	15.4.	62	A new Clause shall be added as 15.4.3.	All necessary arrangement for wet cleaning of the solar panels shall be in the scope of the contractor and accordingly has to provide all the necessary equipment, accessories, tool & tackles, and piping arrangement pertaining to module cleaning system. Contractor regularly and shall include activities such as cleaning and checking the health of the Solar PV system, cleaning of module surface
23.	IV	31.24.	70		The Clause 31.24 has been deleted
24.	IV	34 & 35	72		The Clause 34 & 35 has been deleted
25.	V	4	78		The Clause 4.2, 4.3 and 4.5 has been deleted
26.	V	6.6	79	The Owner's evaluation of a bid, in addition to the total price as per Clause 6.5 above, will take into account the applicable taxes, duties and levies payable/ reimbursable by the Owner to the Contractor.	The Owner's evaluation of a bid, in addition to the total price as per Clause 6.5 above, will take into account the applicable taxes, duties by the Owner to the Contractor.
27.	V	7.1.3.	80	In case the Contract is awarded on a Joint Venture, the Advanced Bank Guarantees as well as Contract Performance Guarantees referred above, shall be in the name of the Joint Venture covering all the partners of the Joint Venture and not in the name of the Lead Partner or any Partners(s) of the Joint Venture alone.	In case the Contract is awarded on a Joint Venture, the Contract Performance Guarantees referred above, shall be in the name of the Joint Venture covering all the partners of the Joint Venture or in the name of the Lead Partner.
28.	V	12	81	A new Clause shall be added as 12.9	The Contractor shall Setup Village Energy Committee (VEC) that must comprise of President, Treasurer and Technician. The VEC should be fully trained and mobilized for timely payment collection, maintenance of books and system troubleshooting.
29.	V	18 & 19	83		The Clause 18.1, 18.2 and 19 has been deleted

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

S. No.	Section	Clause No.	Page No.	Original Criteria	Read as/Amendment
30.	V	22.3	84	In case the bid is submitted by a joint venture, the Bid Guarantee shall be in the name of the Joint Venture covering all the partners of the Joint Venture and not in the name of the Lead Partner or any partner(s) of the Joint Venture alone.	In case the bid is submitted by a joint venture, the EMD shall be in the name of the Joint Venture covering all the partners of the Joint Venture or in the name of the Lead Partner.
31.	V	23.3.2.2	85	Bidder shall submit, in support to the above, the list of projects commissioned along with their work order/ LOI and the commissioning certificates along with the Certificate of Successful Operation/ satisfaction from the plant owner as per the format given under	Bidder shall submit, in support to the above, the list of projects commissioned along with their work order/ LOI and the commissioning certificates along with the Certificate of Successful Operation/ satisfaction from the plant owner.
32.	V	23.3.4.1	86	Turnover Requirement The Bidder should have the Minimum Average Annual Turnover (MAAT) of 25% of project estimated cost derived from the last three financial years ending on 31.03.2015 on the basis of audited annual accounts for SPV Systems for minimum lot size quoted. The bidder submitting the bid for higher nos. of packages will require having average Annual Turnover in same higher proportion (25%).	Turnover Requirement The Bidder should have the Minimum Average Annual Turnover (MAAT) of 25% of project estimated cost derived from any three of last five financial years ending on 31.03.2015 on the basis of audited annual accounts. The bidder applying should have MAAT of Rs. 30 Lakhs from any three of last five financial years ending on 31.03.2015 The certificate should be as per the Proforma attached as Annexure.
33.	V	23.3.4.2	86	Net worth Requirement The Bidder should have Positive Net Worth (PNW) of minimum 10% of cost of minimum lot size quoted and thereafter in same proportion for higher quantity as on 31.03.2015 on the basis of audited annual accounts.	Net worth Requirement The Bidder should have Positive Net Worth (PNW) of minimum 10% of the estimated project cost as on 31.03.2015 on the basis of audited annual accounts. The PNW of Rs. 12 Lakhs is required as on 31.03.2015.
34.	VI	2.2	90	The materials/ equipment covered here under each package shall be supplied complete in all respects, including all components, fittings and accessories which are necessary or are usual for their efficient performance and satisfactory maintenance under the various operating and atmospheric conditions. Such parts shall be deemed to be within the scope of the Contract, whether specifically included or not in the Specification or in the	The materials/ equipment covered here under each package shall be supplied complete in all respects, including all components, fittings and accessories which are necessary or are usual for their efficient performance and satisfactory maintenance under the various operating and atmospheric conditions. Such parts shall be deemed to be within the scope of the Contract, whether specifically included or not in the Specification or in the Contract

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

S. No.	Section	Clause No.	Page No.	Original Criteria	Read as/Amendment
				Contract Schedules. The Contractor shall not be eligible for any extra charges for such fittings, etc. The details of the materials/ equipment required for the entire scope of works have been elaborated in the respective volumes of specification. The quantities of the same are mentioned in Bid Proposal Sheets (BPS).	Schedules. The Contractor shall not be eligible for any extra charges for such fittings, etc.
35.	Annexure D		102	Form of Joint Venture Agreement.	Form of Joint Venture Agreement (Revised).
36.	Annexure V & VI		112 & 114	Proforma of Application for Payment Proforma of Bank Guarantee for Advance Payment	The Annexure V & VI has been deleted.
37.	Annexure- XIV		130	Format for Financial Requirement – Annual Turnover	The Annexure XIV has been modified and provided in Annexure.
38.	Section – VIII	Schedule 2	142 & 144	-	Revised Part A, D and E of Schedule 2 is provided in Annexure
39.	Section – VIII	Schedule- 4, 5 & 11	146 & 156		The Schedule 4, 5 & 11 has been deleted.
40.	Section – VIII	Schedule- 7	149	FORMAT – A	The Para “FORMAT A” of Schedule 7 has been deleted.

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

Clause 13.2 of Section II of RfP at Page 15 shall be read as:

Separate numbers of Schedules shall be up-loaded for each of the following elements. The total amount for Schedule 2 shall be summarized in a grand summary of Price Proposal (Schedule -2) giving the total bid price(s) to be entered in the Bid – Form.

Schedule -2: A. Plant, Equipment and Civil material to be supplied shall include

- i: Cost of Solar Power system including module, battery, charge controller etc. (All equipment and auxiliary systems and accessories required for system operation)
- ii: Cost of Providing necessary control equipment including data logging facility (if applicable).
- iii Cost of providing connection and fitting to Households & Street Lights
- iv: Cost of Civil Work

Schedule -2: B. Installation, Construction & Erection, Testing and Commission shall include

- i. Cost of Installation & Commissioning of Solar PV system including module, battery, charge controller etc. (All standalone SPV system equipment and auxiliary systems and accessories required for power plant operation)
- ii. Cost of erection of necessary control equipment including data logging facility (if applicable).
- iii Cost of providing connection and fitting to Households & Street Lights
- iv Cost of Civil Work

Schedule-2: C. Cost of spare parts for 5 years after commissioning of the systems

Schedule-2: D. Cost of providing power in village for 5 years including operation & maintenance of SPV standalone system and associated auxiliary systems taking into account the recovery from end users.

Schedule-2: E. Total Village Value

.....

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

Annexure-D: Form of Joint Venture Agreement

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT

BETWEEN, AND, FOR BID SPECIFICATION NO DATE OF the JREDA.

THIS Joint Venture Agreement executed on this day of and between M/s a company incorporated under the laws ofand having its Registered Office at (hereinafter called the "Lead Partner" which expression shall include its successors, executors and permitted assigns), M/s. a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) and M/s a company incorporated under the laws of..... and having its Registered Office at (hereinafter called the "Partner" which expression shall include its successors, executors and permitted assigns) for the purpose of

making a bid and entering into a contract (in case of award) against INV No. _____ dated _____ for the execution of Design, engineering, testing, supply, installation and commissioning of 200 Wp Stand Alone Solar Power Pack System in 24 villages of Jharkhand being executed by the JREDA having its Registered Office at _____ (hereinafter called the "Employer").

WHEREAS the Employer invited bids as per the above mentioned Specification for the design, supply, installation, commissioning and operation for 5 years for decentralized standalone system for-.....,and-----of District, Jharkhand on BOMT basis in the bidding documents

Annexure -A (Qualification Requirement of the Bidder), Section-SCC, Vol.-IA, forming part of the bidding documents, stipulates that a Joint Venture of two or more qualified firms as partners, meeting the requirement of Annexure-A, Section SCC as applicable may bid, provided the Joint Venture fulfills all other requirements of Annexure-A, Section SCC and in such a case, the BID shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Joint Venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Employer vide proposal No..... dated

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

..... against the Project No (Specification No) by Lead Partner based on the Joint Venture agreement between all the Partners under these presents and the bid in accordance with the requirements of Annexure- A (Qualification Requirements of the Bidders), Section - SCC has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Employer to the Joint Venture partners, we, the Partners to the Joint Venture agreement do hereby agree that M/s _____ shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, and successful performance of the equipment in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partner(s) of the Joint Venture agreement, the Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary.

or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance of non- performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in Appendix-I (*To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.
6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Ranchi shall have the exclusive jurisdiction in all matters arising thereunder.

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

7. In case of an award of a Contract, We the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security & Project Operation Guarantee from a bank in favour of the Employer in the forms acceptable to purchaser for value of 10% & 15% of the Contract Price in the currency/currencies of the Contract.
8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Employer discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of For lead Partner

has been affixed in my/ our presence

pursuant to the Board of Director's

(Signature of authorized

resolution dated representative)

Name

Signature Designation

Name Common Seal of the company

Designation

- **Common Seal of For other Partners** has been affixed in my/our presence pursuant to the Board of Director's (Signature of authorized resolution dated representative)

Signature Designation

Name Common Seal of the company

Designation

WITNESSES:

1. 2.

(Signature)

(Signature)

Name Name

(Official address)

(Official address)

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

Annexure:

Annexure-XIV: Format for Financial Requirement – Annual Turnover

RfP No: -----

[On the letterhead of Bidding Company]

To,

The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda,
Ranchi - 834002

Dear Sir,

Sub: Request for Proposal for site survey, planning, design, engineering, assembly, manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning of 200 Wp standalone solar power pack systems for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

We certify that the Bidding Company had an average Annual Turnover of Rs. -----

based on audited annual accounts of any three out of last five years ending 31.03.2015.

S. No.	Year	Turnover (Rs. Lakhs)
1	2010-11	
2	2011-12	
3	2012-13	
4	2013-14	
5	2014-15	

Authorised Signatory

Statutory Auditor

(Power of Attorney holder)

(Stamp & Signature)

Date:

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

Price Bid Proposal Schedules

(Conditions of Contract)

PROPOSAL

Bidders Name & Address:.....

Bid Proposal Reference: No Dated

Person to be contacted:

Designation:

Contact No.:

Fax/ e-mail address:

To

**The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, SLDC Building, Kusai, Doranda,
Ranchi-834002. Jharkhand INDIA**

Sub.: Request for Proposal for site survey, planning, design, engineering, assembly, manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning of 200 Wp standalone solar power pack systems for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
the RfP No.....dated..... (Specification No)

Dear Sir,

1.0 We, the undersigned Bidder, having read and examined in detail the specifications and documents for “site survey, planning, design, engineering, assembly, manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning of 200 Wp standalone solar power pack systems for Rural Electrification Works of 24 Villages in 10 (Ten) districts of Jharkhand which interlia include Operation & Maintenance of Plant for five years after commissioning” do hereby propose to execute the same under the Package No.....(Specification No.....) as detailed in specification and documents.

2.0 PRICES AND VALIDITY

2.1 All the prices stated in the bid are firm and no price adjustment is applicable in line with the bidding documents. All the prices and other terms and conditions of this proposal are valid for a **period of 6 (six) calendar months after the date of deadline of bid submission**. We further declare that prices stated in our Proposal are in accordance with your "Instruction to Bidders" included in Condition of Contracts, Volume – I of Bid documents.

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

- 2.2 We do hereby confirm that our bid prices as quoted in Schedule –1 includes all the import duties and levies including license fees lawfully payable by us on imported items and all taxes, duties and levies applicable on bought-out components, materials, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account. We further confirm that no tax & duties (except octroi/ entry tax) in any form shall be payable by Owner for bought out items, which are dispatched by our sub-suppliers directly to the project site on sale-in-transit basis. Octroi/ entry tax as applicable for destination site/state on bought finished item, which shall be dispatched directly from our sub vendors works to your site (sale in transit) are not included in the bid price the same has been indicated separately in Schedule-1. We understand that applicable octroi/ entry tax in respect of such items of supply would also be reimbursed to us by the employer subject to furnishing of documentary proof.
- 2.3 The Bid price, the price components of Bid price viz., Ex-works price, Inland Freight and Insurance charges, Erection price component, Other Spares Charges Schedule, etc. are quoted by us in Schedule 1 to 4 of this proposal.
- 3.0 We have studied clause 14.0 of Section INB, Volume – I relating to Tax and we hereby, declare that if any income-tax, surcharge on income-tax or any other corporate tax is attracted under the law, we agree to pay the same.

4.0 CONSTRUCTION OF THE CONTRACT

- 4.1 We declare that we are making the offer on the basis on one single contract containing the following parts:
- a. Supply Part: For Ex-works supply of all equipment and materials including applicable taxes and duties.
 - b. Erection/ Service Part: For providing all other services like inland transportation, insurance for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing in respect of all the equipment supplied under the “Contract” and any other services specified in the Bid Documents.
 - c. Both these parts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.
 - d. Notwithstanding anything contained otherwise, the segregation of the turnkey contract as “Supply” and “Erection/ Service” Parts is only for internal purposes. The Contract shall be single responsibility turnkey contract and taxes, levies, duties, etc. shall be made applicable accordingly.

5.0 BID GUARANTEE

We have enclosed a Bid Guarantee, in the form

of

(Please fill in alternative chosen)

for a sum of

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

(Amount in Words & Figures)

in original and two copies of the original, valid for a period of days beyond the bid validity date, in accordance with documents, for package as per the following details:

Specification No	Form of Bid Guarantee	Value of Bid Guarantee	Valid upto and including

We have also ensured that the above Bid guarantee furnished by us is in line with the Bid documents and complete in respect of following:

1. Value of non judicial stamp paper purchased in the name of executing bank is as per Stamp Act.
2. Power of Attorney no. and date as well as signature and full name & designation of executant along with Bank's stamp are there.
3. Signature, full name, designation and address of witness are there.
4. Complete mailing address of the Head Office of the Bank is indicated.

6.0 BID PRICE

We declare that our total price in Indian Rupees is given in para D of Schedule-1 for the entire scope of work as specified in your Bidding Documents.

7.0 DEVIATIONS

- 7.1 We declare that the Works shall be performed strictly in accordance with the specifications.
- 7.2 We confirm that specified stipulation of following Clauses are acceptable to us and no deviation/ exceptions are taken on any account, whatsoever in the following Clauses.

a)	Terms of Payment
b)	Bid Guarantee
c)	Contract Performance Guarantee & Project Operation Guarantee
d)	Liquidity Damages for Delay
e)	Price basis and Payment
f)	Guarantees

- 7.3 We have furnished herewith the Guarantee Declaration in Schedule- 8.

8.0 PERFORMANCE GUARANTEE

We declare that the ratings and performance figures of the equipment to be supplied and erected by us for this package are guaranteed.

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

9.0 BID PRICING

We further, declare that the prices stated in our Proposal are in accordance with your 'Instruction to Bidders' included in Conditions of Contract, Volume – I of Bid documents.

10.0 PRICE BASIS

We declare that our price components are on FIRM BASIS.

11.0 ADDITIONAL INFORMATION

11.1 In addition to the information called for in these Proposal sheets, we have included with this Proposal information as listed in Schedule – 6. We further confirm that such additional information does not imply any additional deviation beyond those covered in Schedule – 6 and in case of any contradiction between these additional information and other provisions of Bid, the latter will prevail.

12.0 QUALIFICATION DATA

We confirm having submitted the Qualification Data in three copies, as required by you in your 'Instruction to Bidders' and 'Special Conditions of Contract' included in Volume – I. Further we have filled in information for qualifying requirement data in Schedule –7. In case, you require any further information in this regard, we agree to furnish the same in time.

13.0 WORK SCHEDULE

If this proposal is accepted by you, we agree to submit engineering data, provide services and complete the entire work from time to time, in accordance with Schedules indicated in the Proposal. We fully understand that the Work Completion Schedule stipulated in this Proposal is the essence of the Contract, if awarded. The Completion Schedule of various major key phases of the Work is indicated in Schedule – 10.

14.0 CONTRACT PERFORMANCE GUARANTEE & PROJECT OPERATION GUARANTEE

We further agree that if our proposal is accepted, we shall provide an irrevocable

- Contract Performance Guarantee, of value equivalent to ten percent (**10%**) of the Contract Price valid upto 6 months beyond schedule commissioning of the project in the form of Bank Guarantee
- Project Operation Guarantee (POG) of value equivalent twenty **percent (20%)** of the Contract Price valid upto 60 months from schedule date of commissioning in the form of Bank Guarantee in your favour within thirty (30) days from the date of "Final Acceptance of Successful Commissioning" of Project, and shall enter into a formal agreement with you within thirty (30) days from the Letter of Award.

POG shall be submitted in 5 equal parts valid for 5 years, i.e. 5 nos of POG of 4% of Contract Value valid for 5 years.

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).
RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

15.0 BOUGHT OUT AND SUB-CONTRACTED ITEMS

We are furnishing herewith in Schedule –9, the details of bought out items & sub-contracted items.

16.0 CHECK LIST

We have included a Check List duly filled in, as Schedule – 11.

17.0 We, hereby, declare that only the persons or firms interested in this Proposal as principals are named herein and that no other persons or firms other than those mentioned herein have any interest in this Proposal or in the Contract to be entered into, if we are awarded the Contract, and that this Proposal is made without any connection with any other persons, firm or party likewise submitting a Proposal and that this Proposal is in all respect for and in good faith, without collusion or fraud.

18.0 *** We, the Partners of the Joint Venture whose signatures are appended below, shall be liable jointly & severally for the execution of the Contract, in the event of award, in accordance with the terms of the Contract. The In charge for this bid is M/s....., who is submitting this Bid on behalf of the Joint Venture. The Power of Attorney in favour of M/s is enclosed.

Dated this..... day of.....20

Signature..... in the capacity of

..... duly authorised to sign for and on behalf of

(IN BLOCK CAPITALS)

Note: (i) *** Applicable to Joint Venture bids only.

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

Revised Part A of Schedule 2

Part A: Plant, Equipment Civil material to be supplied shall include

Sl. No	Village Name	Particular of Items	Total Price	
1		Cost of Solar Power system including module, battery, charge controller etc. (All equipment and auxiliary systems and accessories required for system operation)		
		Cost of Providing necessary control equipment including data logging facility (if applicable)		
		Cost of providing connection and fitting to House- holds& Street lights		
		Cost of Civil work		Total A1
2		Cost of Solar Power system including module, battery, charge controller etc. (All equipment and auxiliary systems and accessories required for system operation)		
		Cost of Providing necessary control equipment including data logging facility (if applicable)		
		Cost of providing connection and fitting to House- holds& Street lights		
		Cost of Civil work		Total A2
3				
...				

Note: The Price shall be is inclusive of all costs as well as duties and taxes (the custom duty & levies, duties on taxes /VAT etc.) paid or payable and such taxes, duties, levies, additionally payable will be to the contractor's account.

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

Revised Part D of Schedule 2

Part D: Cost of providing power in village for 5 years including operation & maintenance of SPV standalone system and associated auxiliary systems taking into account the recovery from end users.

Sl. No	Name of Village	Scope of Work	Cost of providing Power (Rs.)	Fixed tariff collected from villagers @ Rs. 30 and Rs. 60 per household per month from BPL and APL. (Rs)	Effective Cost of providing power (Rs)	Other levies (Rs)	Total Price (Rs)
			I	II	III = I-II	IV	V=III+IV
1		Cost of providing power in village for five years including operation & maintenance of SPV standalone system and associated auxiliary systems taking into account the recovery from end users.					D1
2		Cost of providing power in village for five years including operation & maintenance of SPV standalone system and associated auxiliary systems taking into account the recovery from end users.					D2
3		Cost of providing power in village for five years including operation & maintenance of SPV standalone system and associated auxiliary systems taking into account the recovery from end users.					D3
4		Cost of providing power in village for five years including operation & maintenance of SPV standalone system and associated auxiliary systems taking into account the recovery from end users.					

Note: The Price shall be is inclusive of all costs as well as duties and taxes (the custom duty & levies, duties on taxes /VAT etc.) paid or payable and such taxes, duties, levies, additionally payable will be to the contractor's account.

Corrigendum 3: Request for Proposal (RfP) for Rural Electrification Works of 24 Villages in districts of Latehar, West Singhbhum, Sahibganj, Pakur, Hazaribagh & Chatra in Jharkhand through Stand Alone Systems to each household, along with 5 years CMC, under Decentralized Distributed Generation (DDG) Scheme of Deendayal Upadhyay Gram Jyoti Yojana (DDUGJY).

RfP No. 03/JREDA/Stand Alone/DDG-24/2016-17, Dated 04/04/2016.

Revised Part E of Schedule 2

Part E. Total Village Value

Sl. No	Village Name	Total A (in Rs.)	Total B (in Rs.)	Total C (in Rs.)	Total D (in Rs.)	Total Village Price (A+B+C+D)(in Rs.)
1		A1	B1	C1	D1	
2		A2				
3		A3				
4						
5						
6						
7						

Note: The Price shall be is inclusive of all costs as well as duties and taxes (the custom duty & levies, duties on taxes /VAT etc.) paid or payable and such taxes, duties, levies, additionally payable will be to the contractor's account.