

Nagpur Metro Rail Corporation Limited

Tender No. N1EG-04/2016


Name of Work: Design, Engineering, Manufacture, Supply, Storage Civil work, Erection, Testing & Commissioning of the Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years after commissioning of projects in METRO BHAWAN of NMRCL (Corporate Office Building of NMRCL

Corrigendum- IV

Date: 01.08.2016

Tender No (As uploaded in the e-tender portal- 50

Bidder's queries: Reply to bidder's queries is placed opposite as an Annexure.


General Manager
(Procurement)
NMRCL, Nagpur

Corrigendum of NMRCL Tender No N1-EG04/2016

Sr. No.	Page No.	Clause No.	Clause	Query	Clarification/ Amendment
1	23	2.21.3.b	If the Successful Bidder fails to unconditionally accept the Allocation letter within 15 days from the date of its issue.	This unconditional acceptance should be amended to "accepted" only as this there shall be no provision in case the authorities do not approve.	As it is a transparent bidding process and all the clauses are already available, NMRCL don't see any such need at later stage. Hence, the amendment requested not acceded too.
2	24	2.22.6.b	If the Successful Bidder is not able to submit Project Sanction Documents to the satisfaction of NMRCL.	As the term "satisfaction of NMRCL" is an open ended term, request you to kindly amend the clause to "If the Successful Bidder is not able to submit Project Sanction Documents as per the terms and conditions of RFS."	Both phrases convey same meaning and thus no change is required.
3	24	2.22.6.c	If the Successful Bidder is not able to commission the project to the satisfaction of NMRCL, for which allocation letter/sanction letter has been issued.	As the term "satisfaction of NMRCL" is an open ended term, request you to kindly amend the clause to "If the Successful Bidder is not able to submit Project Sanction Documents as per the terms and conditions of RFS."	Both phrases convey same meaning and thus no change is required.
4	26	3.2.3	The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.	The bidder should not be attributable for the actions by others and the clause should be amended as "bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever, subject to the condition solely attributable to the bidder."	The Amendment requested is not acceded too.

5	27	3.4	The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials.	This clause should be amended to "The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology to the best endeavor and incorporate all recent improvements in design and materials."	Agreed, it is rephrased as "The Bidder shall give the undertaking, that the goods supplied under this contract are new, unused, of the most recent or latest technology to their best knowledge and incorporate all recent improvements in design and materials"
6	30	3.15.4	In the event that such force majeure extends beyond six months, NMRCL has the right to terminate the contract in which case, the security deposit shall be refunded to him.	The bidder should be allowed to commission/operate & maintain the plant even if the force majeure exceeds beyond the period of 6 months and hence the clause should be deleted.	The amendment requested is not accepted.
7	34	3.24.2.vi	Any cost or expense reasonably incurred in connection therewith shall be subtracted from the Termination amount.	This should not be the producer's liability.	The Amendment requested is not acceded too.
8	69	Format 4 PBG	As per the terms of the RFS, the [insert name & address of bank] hereby agrees irrevocably and unconditionally to pay NMRCL without demur at Nagpur forthwith on demand in writing from NMRCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Solar Power Developer / Project Company]	As per the terms of the RFS, the [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally pay to NMRCL without demur at Nagpur forthwith established on demand in writing from NMRCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Solar Power Developer / Project Company] in the event of non-performance of obligations of the bidder as per the PPA.	Both phrases convey same meaning and thus no change is required.

9	124	13	Limitations of Liability	The Liability of the producer should be limited up to the contract value.	The amendment requested is not acceded too.
10	130	17.8.f.(i)	Purchaser will make out a panel of engineers with the requisite qualification and professional experience relevant to the field to which the Agreement relates, shall be mutually selected by Producer & Power Purchaser.	Panel of engineers with the requisite qualification and professional experience relevant to the field to which the Agreement relates, shall be mutually selected by Producer & Power Purchaser.	Not accepted.
11	205	Annex 10	Database Server	No data Base server is required as we would provide online monitoring of the plant through our own data base server.	Server need to be provided for future integration with BMS and / or SCADA.
12	51	5.12.ix	String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.	String monitoring lead is not required. Array Level monitoring will be provided.	Agreed. Monitoring up to String or Array level can be provided.
13		NIT	In order to submit a meaningful and comprehensive bid, a 3 week extension from the last date of 22nd July 2016 is requested.		The extension has already been provided from 20.06.2016 to 03.08.2016
14	156	Annexure-I-A	In this tender Bid Security is to be paid in Two Parts, Part-Rs. 4500000/- by NEFT/RTGS Payment via net banking facility provided by bidder's bank & Part-B- Rs. 17500000/In the form of Bank Guarantee. Scan copy BG is to be attached.	As informed in the pre-bid meeting dated 20.06.2016 and as mentioned in the notice, the EMD amount was Rs. 1,50,000/- Please specify if there is a typo error in the same. Request your kind clarification in this context.	It is a typo error. The EMD amount is Rs. 1,50,000/- only and is to be paid by NEFT/RTGS/Net Banking/Credit Card/Debit Card Payment via net banking facility provided by bidder's bank