

V.O. CHIDAMBARANAR PORT AUTHORITY
MECHANICAL & ELECTRICAL ENGINEERING DEPARTMENT
ELECTRICAL DIVISION

CORRIGENDUM TO TENDER - 1

Tender No. : VOCPA/MEE/SE2/ELE/64805/F.2(10)/2022

Name of Work: Design & Engineering, Procurement & Supply, Erection, Testing & Commissioning of 5 MW (AC) Grid

Interactive Solar PV Power Plant on Turnkey basis including 10 (ten) years comprehensive O & M

Sl. No.	Tender clause	Page No.	Existing	To be read as
1	NIT & Tender Document	Wherever applicable	Downloading of tender document end day: 04.07.2022 up to 16:00 hours Bid Submission end date: 04.07.2022 at 16:00 hours Bid opening date: 04.07.2022 at 16:30 hours	Downloading of tender document end day: <u>11.07.2022</u> , 16:00 hours Bid Submission end date: <u>up to 11.07.2022</u> , 16:00 hours Bid opening date: <u>12.07.2022</u> , 16:30 hours
2	Section II – Clause 3 (Eligible Bidders)	(To be included as Sub Clause 3.4)	---	<p>3.4 <u>JOINT VENTURE:</u></p> <p>3.4.1 The invitation for bid is also open to Joint Venture (JV) / Consortium meeting the eligibility criteria defined in Section – I (NIT).</p> <p>3.4.2 For pre-qualification, the JV/Consortium should fulfil the criteria as specified collectively, as described below:</p> <p>1. Qualifying factors for lead partner: (i) Annual Turnover; (ii) Similar Work experience; – not less than of 50 (fifty) per cent of the respective limits</p>

Sl. No.	Tender clause	Page No.	Existing	To be read as
				<p>prescribed in Sl.No.4.2 & 4.1 of Sec I (NIT).</p> <p>2. Qualifying factors for other members or partners: (i) Annual Turnover; (ii) Similar Work experience; – not less than of 25 (fifty) per cent of the respective limits prescribed in Sl.No.4.2 & 4.1 of Sec I (NIT).</p> <p>3. All the partners should collectively meet 100% of qualifying criteria.</p> <p>3.4.3 Maximum number of partners/ members in Joint Venture (JV) / Consortium shall be limited to three. All the partners shall be jointly and severally liable for the successful completion of the work.</p> <p>3.4.4 Where the bidder is a 'Consortium', it shall be required to comply with the following requirements:</p> <p>(a) Members of the Consortium shall nominate one member as the 'Lead Member' who shall have an equity share holding of at least 26% of the paid up and subscribed equity. The nomination(s) shall be supported by a Power of Attorney, as per the format at FORM-XV, signed by all the other members of the Consortium; Lead Partner / member is responsible for signing Agreement with VOCPA and shall be authorized to incur liabilities and receive instructions for and on behalf of all the partners of joint venture. The entire execution of the contract, including payment, shall be carried out exclusively through the Lead Partner. During the entire period of contract, the Lead Partner cannot be changed.</p> <p>(b) Members / partners of Joint Venture (JV) / Consortium</p>

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				<p>shall have an equity share of at least 26% (twenty-six per cent), provided that each such member shall, for entire contract period hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity.</p> <p>(c) An individual (single entity) Bidder participating in the instant tender shall not be a member of any other Consortium participating in the instant tender; further, a member of a particular Consortium shall neither submit any tender individually nor shall be a member of any other Consortium participating in the instant tender.</p> <p>(d) The Tender / Bid shall contain the information required for each member of the Consortium as per FORM-XIV;</p> <p>(e) The Bidder shall include a brief description of the roles and responsibilities, including scope of work of individual members of the consortium, particularly with reference to technical and financial obligations, as per FORM-XIV;</p> <p>(f) Members of the Consortium shall enter into a binding Joint Bidding Agreement(JBA) (substantiated in the form specified at FORM-XIV), for the purpose of submitting Bid. The Agreement, to be submitted along with the Tender, shall, inter alia:</p> <p>(i) Clearly outline the proposed roles and responsibilities, if any, of each member;</p>


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				<p>(ii) Commit the minimum equity stake to be held by each member;</p> <p>(iii) Commit that each of the members, whose experience will be evaluated for the purposes of this Tender, shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity and shall further commit that each such member shall, for entire period contract, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital;</p> <p>(iv) Include a statement to the effect that all members of the Consortium shall be liable and responsible jointly and severally for all obligations of VOCPA in relation to the contract throughout the contract period.</p> <p>(g) A Joint Venture (JV), may or may not be incorporated as a Registered Company.</p> <p>(h) A Joint Venture (JV), if incorporated as a Registered Company, is required to submit EMD and Performance Security in the name of Joint Venture only. In case of Consortium or a JV has not formed a Registered Company, the EMD and Performance Security shall be submitted in the name of Lead Partner only.</p> <p>(i) In order to avail the benefits of exemptions in JV/ Consortium, all the partners of JV/ Consortium must be MSME Vendors/ Developers registered under</p>

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				<p>NSIC/ Udyog Aadhaar Category only.</p> <p>(j) Except as provided under the Tender Document, including its Corrigendum, if any, there shall not be any amendment to the said Agreement without the prior written consent of VOCPA.</p> <p>3.4.5 JV/Consortium is required to submit Joint Venture / Consortium Agreement by the JV / Consortium Partners (<u>Form XIV</u>) and Form of Power of Attorney (<u>Form XV</u>) as per prescribed formats enclosed (to be included under Tender Section IX-A).</p>
3	Section V – Clause E7.5 (Land Development for site activities)	129	The employer (i.e. VOCPA) is responsible for making the site ready and easily approachable by clearing of bushes, felling of trees (if required with appropriate approval from concerned authority), levelling of ground (including reclamation work wherever required) etc. for commencing the project. It will be ensured that land must be graded and levelled properly for the flow of water. It is advisable to follow the natural flow of water at the ground. If the land pocket needs any filling of sand, it is to ensure that the filled earth must	<p>The <u>Contractor</u> is responsible for making the site ready and easily approachable by clearing of bushes, felling of trees (if required with appropriate approval from concerned authority), levelling of ground (including reclamation work wherever required) etc. for commencing the project. It will be ensured that land must be graded and levelled properly for the flow of water. It is advisable to follow the natural flow of water at the ground. If the land pocket needs any filling of sand, it is to ensure that the filled earth must be well compacted as per the relevant IS standards. Bidder shall take reasonable care to ensure that the plant is aesthetically designed. The bidders shall judiciously decide on making the price-bid accordingly.</p> <p>Land development including levelling, refilling, clearing of bushes/trees, reclamation wherever required shall be under the scope of contractor.</p>

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			be well compacted as per the relevant IS standards. Bidder shall take reasonable care to ensure that the plant is aesthetically designed. The bidders shall judiciously decide on making the price-bid accordingly.	
4	Section V - Clause 4 (Photovoltaic Modules)	(To be included as Sub Clause 4.27)	--	The PV modules to be used for this project shall be anti-soiling coated.
5	Section V – Clause D 6.1.5	127	The Efficiency or performance ratio (PR) of the PV Plant is calculated as follows (according to IEC 61724) Performance Ratio (PR) = {Y _A / Y _R } * [1 * (T Cell avg. T Cell)] 	The Efficiency or Performance Ratio (PR) of the PV Plant is calculated as follows (according to IEC 61724). Reading shall be taken at regular intervals and a report shall be prepared as per relevant standard. $\text{Performance Ratio (PR)} = (Y_A/Y_R) * [1 + \alpha(T_{\text{cell avg}} - T_{\text{ref}})]$

Note:

- All other terms and conditions of the tender document remain unchanged.
- The above changes are applicable to all corresponding clauses of the tender document wherever incorporated.
- The amendment will form part of the tender document to be signed in all the pages by the bidders and to be enclosed along with the bid.


CHIEF MECHANICAL ENGINEER

FORM XIV

(to be included under Section IX-A)

JOINT VENTURE/CONSORTIUM AGREEMENT

(To be executed on Non-Judicial Stamp Paper of at least Rs. 100/-)

THIS JOINT VENTURE/CONSORTIUM AGREEMENT is entered into on this the day of..... 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

WHEREAS,

- (A) [V.O CHIDAMBARANAR PORT AUTHORITY, established under the Major Port Authority Act- 2021 and having Principal Office Harbor Estate road,Thoothukudi-628004 (hereinafter referred to as the “**VOCPA**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited offers by its Request through NIT No. dated(the “**TENDER DOCUMENT**”) for selection of successful tenderer for the contract as proposed in the said tender document.
- (B) The Parties/Partners/Members are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the tender document and other documents in respect of the work and
- (C) It is a necessary condition under the tender document that the members of the Consortium shall enter into a Joint Venture/Consortium Agreement and furnish a copy thereof with the bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Tendering Process for the Work.

The Parties hereby undertake to participate in the Tendering Process only through this Consortium and not individually and/ or through any other consortium constituted for this work, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the successful tenderer and awarded the contract, shall be under the Indian Companies Act 1956 for entering into an Agreement with the VOCPA and for performing all its obligations as the successful tenderer in terms of the Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have;
- (b) Party of the Second Part shall be
- (c) Party of the Third Part shall be the

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the work and in accordance with the terms of the tender document till completion of the contract.

6. Shareholding

The Parties agree that the proportion of shareholding among the Parties shall be as follows:
First Party:
Second Party:
Third Party:

The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital shall, at all times during the entire contract period, be held by the Parties of the First, {Second and Third} Part whose experience and net-worth have been reckoned for the purposes of pre-qualification in terms of the tender document.

The Parties undertake that they shall comply with all the requirements as stipulated in the tender document vide N.I.T. No. dated

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement with VOCPA;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and VOCPA to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) Require any consent or approval not already obtained;
 - (ii) Violate any Applicable Law presently in effect and having applicability to it;
 - (iii) Violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) Violate any clearance, permit, concession, grant, licence or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry of the contract period and in accordance with the terms of the tender, in case the contract is awarded to the Consortium.

However, in case the Consortium is either not pre-qualified for the work or does not get selected for award of the contract, the Agreement will stand terminated in case the Tenderer is not pre-qualified or upon return of the Earnest Money by the VOCPA to the Bidder, as the case may be.

9. Miscellaneous

This Joint Venture/ Consortium Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the VOCPA.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED
For and on behalf of SECOND PART by

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of THIRD PART by: SIGNED, SEALED AND DELIVERED

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Venture/ Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Venture/ Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and VOCPA to execute this Agreement on behalf of the Consortium Member.

FORM XV

(to be included under Section IX A)

**DECLARATION OF POWER OF ATTORNEY FOR LEAD MEMBER OF
JOINT VENTURE / CONSORTIUM**

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least Rs.100)

POWER OF ATTORNEY

Whereas V.O Chidamabaranar Port Authority, Thoothukudi (“the Authority”) has invited tenders from interested parties for “.....” (Tender No.).

Whereas,,, and (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at, M/s..... having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s. having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other

conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority and till the expiry of contract period.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF20**

For

.....

(Name & Title)

For

.....

(Name & Title)

For

.....

(Name & Title)

Witnesses:

1.

2.

.....

(To be executed by all the members of the Consortium)