

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
1	122	Photovoltaic Modules	5.3.1-ii	All modules shall be certified IEC 61215 2nd Ed. (Design qualification and type approval for Crystalline Si modules), IEC 61730 (PV module safety qualification testing @ 1000 V / 1500 V DC).IEC 62804 Certified PV modules should be PID free, documents for the same should be submitted with conditions of the PID test should be for a humidity of 85 % and a cell temperature of 850 C at 1000Volts or 1500 Volts , IEC 62716 , IEC 61701	Please accept IEC 61215: 2016 and IEC 61730: 2016 editions.	Bidder shall comply with latest IEC standard. No change in Tender Conditions. Bidder to comply with tender conditions.
2	122	Photovoltaic Modules	5.3.1-v	All photovoltaic modules should carry a performance warranty of >90% during the first 10 years, and >80% during the next 15 years. Further, module shall have performance warranty of > 98% during the first year of installation. Degradation of PV module for first year shall be limited to 3% and shall not be more than 0.7% in any subsequent year	The degradation in first year limited to 3%. So, please accept module performance warranty of > 97% during the first year of installation.	Please refer Amendment
3	124	Photovoltaic Modules	5.3.1- xviii	Only those crystalline modules(above 300Wp) of the same module manufacturer which has supplied for a capacity more than 100MW in other projects in India with minimum 1 project size of 10 MW. On this account, the Contractor shall provide full information, to the satisfaction of GIPCL, before placing final order for the modules. The Contractor shall also submit the proof of original purchase	Please relax this clause for suppliers and models with valid ALMM registration (Approved Models and Manufactures of Solar Photovoltaic Modules Order, 2019) issued by MNRE, at the time of supply.	Please refer Amendment
4	125	Photovoltaic Modules	5.3.1 -xxv-Table 5-1(6)	Wattage, Imp, Vmp, Isc, Voc, temperature co-efficient of power and FF for the module	Please accept RFID data without temperature co-efficient of power, which is also not required as per MNRE guidelines.	No change in Tender Conditions. Bidder to comply with tender conditions.
5	230	Vendor List	5.3.39- Sr.No-2	Top 20 from List of Tier-1 manufacturer as per Bloomberg BNEF Q4 2021 report and fulfilling the other tender requirements, subject to approval of Owner (Indian make Vikram, TATA, BHEL, Warree are acceptable OR Indian PV Module Manufacturers having 500 MW per annum capacity and 1000 MW cumulative installation, with single plant of 50MW or more operationalsince 1 year)	Please accept Indian PV module manufacturers with valid ALMM registration/ manufacturer who has supplied for a capacity more than 100MW in other projects in India with minimum 1 project size of 10 MW.	Please refer Amendment
6	70	Communication	5.1.6 -Table Sr No.2	String Junction Box / Array Junction Box (SJB = AJB) SJB Bus Voltage and Current	SJB voltage and current will be monitored at inverter level. There will not be any communication directly from SJB to SCADA. Please confirm.	Bidder's understanding is correct. No change in Tender Conditions. Bidder to comply with tender conditions.
7	123	Photovoltaic Modules	5.3.1-xv	Modules only with the same rating and manufacturer shall be connected to any single inverter. Modules shall compulsorily bear following information in the form of ID encapsulated with solar cell in the manner so as not to cast shadow on the active area and to be clearly visible from the top	To be revised as 'Modules of same rating and manufacturer shall be connected to one series string'	No change in Tender Conditions. Bidder to comply with tender conditions.
8	126	Junction Box / Combiner Box	5.3.2 -xii	Adequate capacity solar DC fuses & isolating disconnectors should be provided. Fuses and monitoring facility for each string/ input including spare terminals shall be provided. The String Junction Box must have adequate space for maintenance and spare input terminals. For SJB without 25 inputs 2 inputs shall be kept in spare, for SJB with more than 25 inputs 3 inputs shall be kept in spare.	Please confirm whether facility of monitoring each string is mandatory.	Individual SJB Voltage and current shall be monitored at Inverter level , monitoring and recording in SCADA by taking data from Inverter. String level monitoring is optional. No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
9	126	Junction Box / Combiner Box	5.3.2 -xii	Adequate capacity solar DC fuses & isolating disconnectors should be provided. Fuses and monitoring facility for each string/ input including spare terminals shall be provided. The String Junction Box must have adequate space for maintenance and spare input terminals. For SJB without 25 inputs 2 inputs shall be kept in spare, for SJB with more than 25 inputs 3 inputs shall be kept in spare.	For SJBs with less than 16 inputs, one spare input may be allowed.	No change in Tender Conditions. Bidder to comply with tender conditions.
10	136	Technical Specification of LT XLPE Cables	5.3.5 -A	Material: Medium voltage cable shall be XLPE insulated. PVC sheathed, aluminium or copper conductor, armoured conforming to IS: 7098 Part I	For cables from PCU to transformers, unarmoured cables may be allowed if laid of cable trays without touching ground	Specification of cable between PCU to inverter duty transformer shall be as per RfP/tender document. No change in Tender Conditions. Bidder to comply with tender conditions.
11	138	Technical Specification of LT XLPE Cables	5.3.6 -E -e	The metallic part shall consist of a copper tape helical applied with a 30% overlap over the water barrier tape/blocking tape as per IS 7098. A binder tape of copper shall be applied over the copper wire metallic screen	As per IS 7098 (part-2) clause 13.4, For single-core armoured cables, the armouring may constitute the metallic part of the screening. Same may please be added in NIT.	It is Clarified that specification for single core cable shall be as per IS 7098 (Part-2) Clause 13.4. No change in Tender Conditions. Bidder to comply with tender conditions.
12	144	Lightning Protection for PV Array	5.3.10	Lightning Protection for PV Array	Level of lightning protection is not mentioned. May please confirm if Level-4 is acceptable.	the level of lightning protection is as per regulations. No change in Tender Conditions. Bidder to comply with tender conditions.
13	348		Annexure-A3	Plot Details of 75 MW (AC) Solar Project	Attachment not received. Please share the plot details	Preliminary/ Indicative Plot details is uploaded. Further the plot details is already available at Annexure-1. Please refer Amendment
14	350		Annexure-A5	Soil Investigation Report	Attachment not received. Please share the plot details	Preliminary/indicative soil investigation Report is uploaded. Please refer amendment.
15			General	Topo Survey, Contour Map	Kindly furnish topo,contour report in dwg format & soil investigation report.	Preliminary/indicative drawing uploaded. Please refer amendment.
16	66	Civil and Other Non-Electrical Work	5.1.5- iv	Storm Water Drainage System:The contractor shall have to design the Discharge capacity of individual storm water drain considering catchment area of the individual drain and the storm water from upstream side or from near by natural drain. For easy evacuation of storm water contractor has to arrange for cross drainage works at all road junctions. The Contractor shall provide storm water drainage system on one side of peripheral road. Hume Pipe of 450mm dia(NP3) is to be provided at various locations on central road for easy passage of water.Storm water drain should be paved by flyash bricks lining in cement mortar 1:4 & plaster on exposed surface of 1:3 with Manhole chamber and R.C.C.cover.The Contractor shall provide storm water drainage system for entire plant.	kindly furnish the discharge of storm water from upstream side or from near by natural drain to design drain.	It shall be decided based on detailed Contour survey and during Detailed Engineering. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
17	76	Terminal Point for the EPC Project	5.1.13 -d	Land will be provided to EPC Contractor as it where it basis and required land development (if any), tree/Vegetation removal (tree cutting permission to be obtained by EPC Contractor and GIPCL may only provide required forwarding letter etc.), site enabling works etc shall be in EPC Contractor's Scope	Kindly take tree cutting permission in employer scope or furnish the no of tree to be cut.	Bidder may visit the site for more clarity. No change in Tender condition. Bidder to comply with Tender Conditions.
18	77	CIVIL WORK	5.2	For Concrete mixing batching palnt of minimum 15m3/ hrs require. Concrete mixing without batching plant shall not be allow except minor concreting /non-critical structure	Kindly allow for transit mixer to increase the productivity in all fronts. Printed concrete receipe will be submitted same like batching plant in case of transit mixer also.	No change in Tender Conditions. Bidder to comply with tender conditions.
19	78	Topographical Survey	5.2.1 -	Topographical survey for 75 MW (AC) Solar Project near Surat Lignite Power Plant of GIPCL shall be carried out by the EPC Contractor of the proposed site at 10 m interval with the help of Total Station or any other suitable standard method of survey. All necessary Reduced Levels (RL) as entered in the Field Book/Soft Copy have to be submitted along with pre contour layout of the total site. The formation levels of the proposed power plant have to be fixed with reference to High Flood Level/ high tide level/accumulation of rainy water of the proposed site. The ground level and plinth level of structures shall be fixed taking into consideration the highest flood level / high tide level and surrounding groundprofiles and as specified in subsequent tender clauses	Kindly furnish high flood level of site.	Bidder may visit the site for flood level data. The preliminary flood level for North Plot is 36.4 M on 04.08.2019 and for South Plot is 35.3 M on 04.08.2019. However the final flood level shall be decided during detailed engineering. No change in Tender Conditions. Bidder to comply with tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
20	81	Foundations	5.2.9	Backfilling after concreting of foundation/trenches shall be carry out using Muroom/river sand or bed ash in the trenches for switchyard, Tranformer foundations and in all type of foundations of rooms and plinth	Kindly allow for backfilling with excavated soil after suitability testing instead of going for borrowed soil.	No change in Tender Conditions. Bidder to comply with tender conditions.
21	82	PILE BORING	5.2.11 -i	Under-reamed piles with or without bulbs may be constructed by selecting suitable installation techniques at given site depending on sub-soil strata conditions and type of under-reamed piles and number of bulbs	kindly allow for short pile without bulb instead of under reamed one after conducting initial pile test.	No change in Tender Conditions. Bidder to comply with tender conditions.
22	84	Placing of Concrete	5.2.11 -iii	The minimum pile cap shall be 200 mm	kindly allow for 150mm or less pile cap as per detailed engg.	No Change in Tender Conditions. Bidder to comply with Tender conditions.
23	85	Placing of Concrete	5.2.11 (vi)	The top of concrete in a pile shall be brought above the +500 mm up to pile cap i.e. cutoff level to permit removal of all laitance and weak concrete to ensure good and monolithic concrete at the top level	concrete will be terminated at pile cap level itself. Kindly confirm	Please refer Amendment
24	101	Acid Brick ling works for Battery room	5.2.34.19	Acid Brick ling works for Battery room	Acid brick lining might be omitted if dry batteries are proposed.kindly confirm	No change in Tender Conditions. Bidder to comply with tender conditions.
25	105	Quality Control Laboratory	Test schedule- 4	T.M.T BAR test	One sample per lot test is not possible for short term projects. MTC to be reviewed and to be allowed for working.	No Change in Tender Conditions. Bidder to comply with Tender conditions.
26	9	TABLE B: IMPORTANT AMOUNTS	Table, B ii	Earnest Money Deposit (EMD) in the form of Bank Guarantee: Rs. 3 Cr/-	With referene to Office Memorandum issued by Ministry of Finance (MoF OM No. F/9/4/2020-PPD dated 12.11.2020), it is directed that as per Rule 170 of General Financial Rules (GFRs) 2017, firms registered with concerned Ministries/ Departments are exempted from submission of Bid Security and such bidders need to sign "Bid Security Declaration". In view of above, EMD may please be waived off and in place a 'Bid Security Declaration' shall be obtained from Bidders. Please accept.	No Change in Tender Conditions. Bidder to comply with Tender conditions.
27	9	TABLE B: IMPORTANT AMOUNTS	Table, B iii	The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 10% (ten percent) of the EPC Cost within two weeks after issuance of LOI. The validity period of PBG should be for a total period up to 31 months from the date of LoI or till the date of successful completion of PG test whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test.	With reference to Office Memorandum issued by Ministry of Finance (MoF OM No. F/9/4/2020-PPD dated 12.11.2020), it is decided to reduce Performance Security to 3% of the value of the contract. In view of above, the PBG clause may please be amended accordingly. Please accept.	No Change in Tender Conditions. Bidder to comply with Tender conditions.
28	9	TABLE B: IMPORTANT AMOUNTS	Table, B iv	O&M BG: 5% of EPC Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xi of Table A (Important Dates) above for a period of three (3) years, to the 90 days beyond completion of the O&M Period mentioned in Clause No. xii of Table A (Important Dates) above. This O&M BG shall cover the risk against extended warrantee for equipment up to O&M Period andm recovery towards shortfall in NEEGG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period	We kindly request that O&M BG to be around 10% of the O&M value and not for EPC Contract price. Please accept	No Change in Tender Conditions. Bidder to comply with Tender conditions.
29	10	TABLE B: IMPORTANT AMOUNTS	Table, B v	Insurance or Performance Bank Guarantee (PBG) Against PV Module Waranty-Rs. 25 Lacs per MW of PV Module (DC Capacity) valid for 25 years required to be submitted prior to submission of SD/PBG.	We kindly request to reduce the BG value to maximum 5 lakhs per MWdc since 25 lakhs amount is very huge and BG limit will be held up for 25 years. Bidders will have to unnecessarily load the BG amount in the price offer which will make the bid incompetentive. Hence, please consider our request	Please refer Amendment
30	5	TABLE A: IMPORTANT DATES	Table A, vii	Date of opening of Tender Fee, EMD Cover, Vendor Registration and Technical Bid Physical as well as Online opening : 11th Feb 2022 (Internal opening by GIPCL)	We kindly request that the due date of submission of hard copy to be extended by atleast 7 days from the due date of submission of online bid. This is required due to delays in postal delivery and EMD BGs from bank due to covid. Please consider	Please refer Amendment

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
31	11	IMPORTANT NOTE TO BIDDERS	3	Technical Bid (Techno-commercial Bid) to be submitted both in physical as well as soft copy (online). It is mandatory for all the bidders to submit their Technical Bid (Technocommercial Bid) documents in both forms i.e. online (e-tendering) as well as in hard copy in scheduled time. Technical bid in any one form i.e. either in soft copy (online) or in hard copy (physical form), shall not be considered. Technical Bid (Techno-commercial Bid) in THREE (3) copies (1 Original+ 2 Copies) shall be sent in Sealed Envelopes containing copies of Technical bid (Techno-commercial bid)	We kindly request that only original copy is to be requested. Please consider	No Change in Tender Conditions. Bidder to comply with Tender conditions.
32	24	Definitions	1.1.21	"Effective Date" for this Contract shall mean the date of issuance of Letter of Intent by the Company.	The effective date should be the handover of encumbrance free land to the EPC contractor. Please confirm	No Change in Tender Conditions. Bidder to comply with Tender conditions.
33	26	Definitions	1.1.42	"Inter Connection Point/ Delivery/Metering Point" means Metering Point for 75 MW (AC) Solar Plant shall be at 66 kV GETCO substation at Village Mosali, Dist. Surat including the dedicated transmission Lines/cables connecting the solar power project with GETCO/Pooling substation. Metering shall be done at this interconnection point at the substation where the power is injected into the substation i.e. the delivery point. For interconnection with grid and metering, the EPC Contractor shall abide by the relevant CERC regulation, GERC regulations, Grid code and Central Electricity Authority (Installation and Operation Meters) Regulation, 2006 as amended and revised from time to time	Please provide the distance of the 66kV GETCO Substation from the solar plant boundary	Bidder is advised to visit the site and ascertain the requisite parameters. Indicative route is uploaded. No change in Tender Conditions. Bidder to comply with tender conditions.
34	26	Definitions	1.1.42		Please inform if there is any right of way for connecting the solar plant to the sub-station. Please confirm the right of way will be in the scope of GIPCL	Bidder may visit the site for power evacuation route. The right of way is in scope of Bidder. No change in Tender Conditions. Bidder to comply with tender conditions.
35	26	Definitions	1.1.42	"Inter Connection Point/Delivery / Metering Point" means Metering Point for 75MW (AC) Solar Plant shall be at 220kV Surat Lignite Power Plant's Switchyard at Village: Nani Naroli, Dist: Surat including the dedicated transmission lines/ cables connecting the solar power project with Switchyard as per the GETCO requirement. Metering shall be done at this interconnection point at the substation where the power is injected into the substation i.e. the delivery point. For interconnection with grid and metering, the EPC Contractor shall abide by the relevant CERC regulation, GERC regulations, Grid code and Central Electricity Authority (Installation and Operation Meters) Regulation, 2006 as amended and revised from time to time	Please provide the distance of the 220 kV Surat Lignite Power Plant switchyard from the solar plant boundary	Indicative route is uploaded. Bidder is advised to visit the site and ascertain the requisite parameters. No change in Tender Conditions. Bidder to comply with tender conditions.
36	26	Definitions	1.1.42		Please inform if there is any right of way for connecting the solar plant to the sub-station. Please confirm the right of way will be in the scope of GIPCL	Indicative route is uploaded. Bidder is advised to visit the site and ascertain the requisite Details. Right of way will be in the scope of Bidder. No change in Tender Conditions. Bidder to comply with tender conditions.
37	33	Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions- Technical	3.2.2-ii	Out of the above-mentioned 75 MWp, there must at least one solar PV power plant of 60 MWp capacity or two Separate Projects of cumulative capacity of 60 MWp.	We kindly request that the capacity to be reduced to 50 MW capacity. Please accept	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
38	33	Pre-Qualifying Requirements (PQRs)/ Eligibility Conditions- Technical	3.2.2-iv	The Bidder should have experience of executing transmission system project having connectivity up to STU/CTU grid at 66KV Voltage level or above, other than in a Solar Park, either as a part of Solar EPC Project or as a separate transmission project. 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 plant being in operation. In case the bidder wants to meet the eligibility criterion through its own power plant, then a certificate from Chartered Accountant to that effect will be required to be submitted	We kindly request GIPCL to waive off this requirement. Please consider	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
39	35	OTHER CRITERIA FOR QUALIFICATION	3.2.4-ix	Bidder with track record of inordinate delay of any solar project(s) beyond 04(four) months attributable on bidder's part for the scheduled completion period for the project of 30MWp or above may be disqualified. Bidder shall submit undertaking for the same as part of Bid submission document (As per Appendix - 21)	We kindly request GIPCL to waive off this requirement. Please consider	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
40	42	Bank Guarantees	3.11.6-iv-1	In case of NEEGG Shortall after 2nd PG test attempt GIPCL will deduct Penalty at the rate of 23.69 X (Shortfall KWH) from Bank Guarantee / Pending payment to the contractor.	GIPCL is requested to provide the back up of figure of 23.69	This is NPV of Tariff. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
41	42	Bank Guarantees	3.11.6-iv-2	It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 3rd year of O&M Period shall be charged as per Clause No 6.12.2 (Rs. 2.75x Shortfall in KWh) of this Tender Document, which shall be over and above the provision of this current Clause	We kindly request that figure of 2.75 to be changed to the PPA tariff	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
42	48	Sealing and Marking of Bid	4.3.6	All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the CD in an appropriately organized manner as in the physical copies, and enclosed in the "CD" Envelope	We understand that One Original hard copy of the bid and One CD Envelope which contains soft copy is required. No Photocopy of original bid is required. Please confirm	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
43	48	Sealing and Marking of Bid	4.3.6	All soft/ scanned copies of the original attested Tender Documents, Bid Enclosures, EMD and Tender Fee shall be contained in the CD in an appropriately organized manner as in the physical copies, and enclosed in the "CD" Envelope	We request pen drive to be submitted against the CD.	Pen Drive is acceptable. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
44	55	Evaluation of Bid and selection of Bidder	4.12.12	Lowest Five (5) eligible bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher shall be invited for participation in e-Reverse Auction	We kindly request that lowest six bidders to be considered for e-RA	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
45	57	Performance Guarantee	4.17.1	Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix 18 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited. The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of the EPC Contract Price, within two weeks after issue of date of LOI, initially validity period of PBG should be for a total period up to thirty-one (31) months from the date of LOI. However, in case of delay in demonstration of the PG test, the same will have to be extended upto 3 months beyond the due date for completion of PG test. The period for Performance Guarantee Test shall begin from the date mentioned in NIT of this Tender and shall continue till next one (1) year. SD/PBG shall be returned only after successful Performance Guarantee Test/ Final Acceptance Test. No interest is payable on PBG amount.	We kindly request that PBG to be valid upto scheduled commissioning + 90 days. Please confirm	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
46	59	GENERAL SCOPE OF WORK	5.1	AC capacity of the plant shall be 75 MW(AC) for Solar PV project with maximum DC installation capacity under Standard Test Conditions (STC) as per IEC61215 and IEC:61730. The Contractor shall comply that the maximum AC capacity (i.e. 75 MW(AC) upto plus 5% (i.e. 78.75 MW).	Please inform if there is any capping on maximum DC capacity or minimum DC capacity	The Minimum DC capacity shall be as per detailed engineering to achieve minimum NEEGG as per Tender clause no. 3.14.4. The Maximum DC capacity shall be 112.5MWp (150%). Please refer Amendment.
47	59	GENERAL SCOPE OF WORK	5.1	AC capacity of the plant shall be 75 MW(AC) for Solar PV project with maximum DC installation capacity under Standard Test Conditions (STC) as per IEC61215 and IEC:61730. The Contractor shall comply that the maximum AC capacity (i.e. 75 MW(AC) upto plus 5% (i.e. 78.75 MW).	The maximum AC capacity is 75 MW or 78.75 MW. Please confirm	The clause is self explanatory. The clause shall be read with GUVNL's PPA (Page No.8, Installed Capacity) No change in Tender Conditions. Bidder to comply with tender conditions.
48	62	Evacuation of Power & Metering Point	5.1.1	All below mentioned process shall be completed at least before 06 months of First Time Charges (FTC) activities (or earlier as per the guidelines to complete the charging process on time).	Please inform if there is any penalty if the activities are delayed	No separate Penalty for Delay in FTC. However, delay in FTC may result in delay in achieving COD. Penalty on delays are in line with RFP / tender document. No change in Tender Conditions. Bidder to comply with tender conditions.
49	64	Operation and Maintenance (O&M)	5.1.2 (b)	Breakdown/ Corrective Maintenance: Whenever a fault has occurred, the Contractor has to attend to rectify the fault, the fault must be rectified within 48 hrs time from the time of occurrence of fault failing which the Contractor will be penalized as per terms and conditions of this Tender	It is requested to kindly amend the clause by considering that Whenever a fault has occurred, the Contractor has to initiate the corrective action within 48 hrs time as rectifying every fault in 48 Hrs is not feasible	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
50	64	Tracking Structures	5.1.3	The Owner encourages Bidders to employ proven and reliable fix or any other tracking system, however the Bidder should note that total land available is approximately 1.8 Ha /MW(AC). The Bidder shall submit in the Bid, the details / specifications / designs / guarantees and warranties / and any other claims on performance / output of the solar tracking solutions in the Bid document	Please inform the tracking structure requirement is only optional and it is upto bidders to choose the structure orientation	Tracking system is optional. Bidder may choose the structure orientation to achieve Maximum NEEGG. However it is clarified that Manual Tilting Structure is not allowed. Only Automatic Tracking system is allowed. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
51	65	Civil and Other Non-Electrical Work	5.1.5-i	The Contractor shall design, fabricate, supply and install module mounting structures with all required accessories like clamps, nuts, bolts, cable ties etc., The structures can be of fixed/ seasonal tracker or any other tracking are accepted	We request that only fixed trackers to be permitted to keep all bidders at same platform	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
52			General	Soil Investigation Report	GIPCL is requested to provide the soil investigation report	Preliminary/indicative soil investigation Report is uploaded. Please refer amendment.
53	71	Statutory Requirements	5.1.8-d	Payment to GETCO for system study, SLDC Charges, Connectivity charges ,GEDA registration charges etc. shall be borne by EPC Contractor during project implementation stage.. However all Co- ordination, liaison work, Paper work etc. shall be in the scope of the EPC Contractor	We kindly request that these charges to be in the scope of GIPCL along with all coordination, liaisoning work etc.	No change in Tender Conditions. Bidder to comply with tender conditions.
54	71	Statutory Requirements	5.1.8-d	Payment to GETCO for system study, SLDC Charges, Connectivity charges ,GEDA registration charges etc. shall be borne by EPC Contractor during project implementation stage.. However all Co- ordination, liaison work, Paper work etc. shall be in the scope of the EPC Contractor	Please inform the expected charges amount which can be incurred by EPC contractor	It is as per the Regulation/Policy/GETCO guidelines. No change in Tender Conditions. Bidder to comply with tender conditions.
55	76	Terminal Point for the EPC Project	5.1.13-b&c	(b) GETCO supervision charges for 33/66/220 kV Power Transmission Lines laying/erection and termination shall be in scope of EPC Contractor including all coordination, work execution, paper work shall be carried out by EPC Contractor. (c) GEDA Registration charges are in the scope of EPC contractor along with all coordination and liason work.	Please inform the amount of GETCO supervision chargea and GEDA registration charges	It is as per the Regulation/Policy/GETCO/ any other guidelines. No change in Tender Conditions. Bidder to comply with tender conditions.
56	76	Terminal Point for the EPC Project	5.1.13-d	Land will be provided to EPC Contractor as it where it basis and required land development (if any), tree/Vegetation removal (tree cutting permission to be obtained by EPC Contractor and GIPCL may only provide required forwarding letter etc.), site enabling works etc shall be in EPC Contractor's Scope	We request that tree cutting permission/approval & treecutting to be in the scope of GIPCL. Please confirm	No change in Tender Conditions. Bidder to comply with tender conditions.
57	124	Photovoltaic Modules	5.3.1-xxiii	Bidder shall submit Third-party verified PAN files for any one module, if bidder is offering three wattage bins or less. In case the bidder is offering more than three wattage bins, additional PAN files for each additional wattage bin need to be submitted. Bidder shall also submit Self-certified Electro- Luminescence (EL) Test reports of all the Crystalline Silicon based PV Modules being offered to GIPCL	We request that these details shall be submitted after the award of work	No change in Tender Conditions. Bidder to comply with tender conditions.
58	127	Inverter and Power Conditioning Unit (PCU)	5.3.3-ii	Warranty of 10 year shall be provided for the Inverter and Power Conditioning Unit (PCU) on all of it componets	We request that warranty to be provided for 5 years only. Please confirm	No change in Tender Conditions. Bidder to comply with tender conditions. Further Bidder to submit comprehensive AMC as per Tender clause No. 6.39.9 along with Amendment
59	204	Scope of work for 75 MW (AC) solar project SCADA	5.3.33.1-xvii	The contractor shall provide warrany of 10 year for entire SCADA and PPC which include hardware and software	We request that warranty to be provided for 5 years only. Please confirm	No change in Tender Conditions. Bidder to comply with tender conditions. Further Bidder to submit comprehensive AMC as per Tender clause No. 6.39.9 along with Amendment
60	230	Vendor List	5.3.39-3	HT panel/HT Breaker	We kindly request to include BHEL also in the list of the HT Panel/breaker.	Please Refer Notes at Clause No. 5.3.39. No change in Tender Conditions. Bidder to comply with tender conditions.
61	231	Vendor List	5.3.39-16	SCADA System	We kindly request to include BHEL also in this list.	Please Refer Notes at Clause No. 5.3.39. No change in Tender Conditions. Bidder to comply with tender conditions.
62	245	Liquidated Damages for Delay and Underperformance	6.11.6	Maximum applicable Liquidated Damages: The upper ceiling for total liquidated damages for delay shall be maximum 10% of the EPC Contract Price.	We kindly request that maximum LD for delay to be limited to 5% of the EPC Contract Price	No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
63	246	Underperformance	6.11.11	At the time of the Operational Acceptance Test, any shortfall in the Performance Ratio (PR) as determined through the Test Procedure in the Appendix 16: Procedure for Performance Testing will attract imposition of Liquidated Damages after one (1) unsuccessful chance. For any shortfall in PR below 0.75 by the Bidder for the second (2) time, a penalty of 1% of the EPC Contract Price (including taxes & duties) shall be levied. In case the first the Test is unsuccessful then penalty shall not be charged but the Contractor has to make the necessary corrections to conduct the test again within the stipulated maximum 30 days, so as to demonstrate the PR equal to or more than 0.75. In the second (2nd) time, a penalty at the rate specified above shall be levied on the Contractor. The penalty shall be deducted from the pending payment and Performance Bank Guarantee. However, if Contractor feels that NEEGG may not be achieved and want to carry out further correction, the same will be allowed for the one more time i.e. 3rd time but PG Test and O&M period shall start from such later date as mentioned in Point no. A (xi) in NIT; Table Pg. 5. In case the Contractor is successful in 3rd attempt then 1% of the EPC Contract Price (including taxes & duties) deducted after unsuccessful 2nd attempt shall be returned. However, if the Contractor fails in the 3rd attempt as well then the penalty deducted at the time of 2nd unsuccessful attempt shall not be returned	Please inform 1% penalty is applicable on 1% drop in PR below 75% or just 1% for any percentage drop below 75%. Please confirm	The clause is self explanatory. No change in Tender Conditions. Bidder to comply with tender conditions.
64	256	Inspection and Testing	6.32	Inspection & Testing	Please confirm the expenses for travelling, loading & boarding expenses for GIPCL or their appointed consultant shall be borne by GIPCL.	It is clarified that the expenses for Travelling, Loading & Boarding expenses for GIPCL or their Appointed Consultant shall be borne by GIPCL. No change in Tender Conditions. Bidder to comply with tender conditions.
65	260	Terms of Payment (For 75 MW (AC) Project)	6.37.1	Supply, Works and 3 years O&M: The Owner shall pay the Contractor in the following manner for supply of material and at the following time for achieving the respective milestones for the Supply. The Tender is a comprehensive EPC Contract of Supply, Works and O&M, There shall be three (3) different contract signed for supply, works and O&M. However a single LoI shall be provided to the Successful Bidder. The payment terms for Supply, Works and O&M is given below	As per the present payment terms, huge payment will be deferred. This will have the adverse impact on cash flow of contractor. Hence, It is requested to kindly accept the payment terms as per following. i. 10% of Supply Contract Value as Advance payment ii. 65% of supply contract value on dispatch of equipment on pro-rata basis against Letter of Credit (L/C) payable at sight iii. 15% on Material receipt Confirmation on site on pro-rata basis iv. 10% on commissioning of project	Please refer Amendment
66	261	Terms of payment for Supply	6.37.1- Table-3	Supply of PV Modules on pro rata basis, for each 10 MWp (Supply of PV Modules shall be as per mutually agreed schedule on sequential basis only) payment through LC upon receipt of PV Modules at site for Domestic Modules and at any Indian Port for imported Modules	The module price amounts to around 65-70% the supply portion. Bidder will be able to get only 45% amount after spending upfront 70% amount atleast which will disturb the cashflows. Hence it is requested to revise the payment terms	Please refer Amendment
67	262	Terms of payment for Works	6.37.2	Terms of payment for works	As per the present payment terms, huge payment will be deferred. This will have the adverse impact on cash flow of contractor. Hence, It is requested to kindly accept the payment terms as per following. 1. 10% of Work Contract Value - Mobilization Advance Payment: Interest free 10 % of works price Against mobilization at site and submission of BG of equivalent amount. 2. 5 % of Work Contract Value - On completion of soil investigation and Topo survey & Finalization of MMS pile design. 3. 70 % of Work Contract Value - Against monthly RA bills for the Works executed at site 4. 10 % of Work Contract Value - Upon Successful Commissioning of the entire Project Against PV Module Bank Guarantee (if PV Module insurance is not available) 5. 5 % of Work Contract Value - Upon Successful OAT	No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
68	262	Escrow Account	6.37.3	Escrow Account	We kindly request to waive off this requirement. Bidder shall ensure that the payment received from GIPCL shall be used for this project only.	No change in Tender Conditions. Bidder to comply with tender conditions.
69	263	Payments Procedure	6.38.1-b	The Contractor shall submit the bill for claim in three copies with all supporting documents as per the Contract condition to GIPCL. After due verification and recommendation, GIPCL shall process verified bills for release of payment. Payments shall be released in 30 (Thirty) days by A/c payee cheque / RTGS/ NEFT from date of submission of clear invoice	We kindly request that payment to be released within 21 days from the invoice submission. Please confirm	No change in Tender Conditions. Bidder to comply with tender conditions.
70	275	Taxes and Duties	7.12.3-A-i	If any increase takes place in taxes and duties due to statutory variation (including Safeguard Duty on PV Module only), then GIPCL shall admit the same on production of documentary evidences	Please inform regarding the increase in SGD or BCD on solar PV cells. Whether the same shall be reimbursable by GIPCL	SGD or BCD on Solar PV cells shall not be reimbursed by GIPCL. Please refer tender clause no. 7.12.4 (No statutory variation shall be payable by GIPCL on the input items. i.e. raw materials etc.) No Change in Tender Conditions. Bidder to comply with Tender Conditions.
71	277	Power and Water Supply during Construction	7.17	Power and Water Supply during Construction	We request GIPCL to provide the construction Power & Water. Please confirm	For Construction water please refer Tender clause No. 5.2.5. It is clarified that incase Construction water is given by GIPCL from existing Surat Lignite Power Plant then it shall be provided at single location within the plant premises and further necessary pipeline, fitting, transportation, storage etc. arrangement shall be in the scope of Bidder. No change in Tender Conditions. Bidder to comply with tender conditions.
72	290		Appendix-4	Format of Disclosure of PV Technology Proposed Proposed AC Capacity	We understand the AC capacity is fixed at 75 MW. Please confirm	The clause is self explanatory. The clause shall be read with GUVNL's PPA (Page No.8, Installed Capacity) No change in Tender Conditions. Bidder to comply with tender conditions.
73	290		Appendix-4	Format of Disclosure of PV Technology Proposed Proposed DC Capacity	We understand the DC capacity indicated by bidder is tentative and is subject to change during the detailed engineering. Please confirm	Bidder has to install Minimum DC capacity to achieve quoted NEEGG. Please refer amendment for maximum DC capacity. No change in Tender Conditions. Bidder to comply with tender conditions.
74	290		Appendix-4	Format of Disclosure of PV Technology Proposed	We request that bidder will provide these details after award of work during detailed engineering. Please confirm	Appendix-4 shall be submitted at the time of Bid Submission. Please refer Tender Clause No. 4.4. No change in Tender Conditions. Bidder to comply with tender conditions.
75	296		Appendix-7	Submission of Technical Document	BHEL being a CPSU cannot finalise these details at time of bidding. We kindly request that these details to be allowed to submit by the successful bidder during detailed engineering.	No change in Tender Conditions. Bidder to comply with tender conditions.
76	312		Appendix-15-iv	Format of Financial Proposal	We kindly request that price bid to be valid upto 30 days from bid submission only since current market is very volatile and bidder cannot guarantee the same price for a period of 120 days	No change in Tender Conditions. Bidder to comply with tender conditions.
77	315-317		SOP	Schedule of Price A-1 & A-2 (15 A)	Please inform bidder has to submit schedule of price for both evacuation methodologies or for only one option	Bidder has to mandatorily submit both schedule of Price. No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

- References:
- 1

BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).
- 2

Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).

Sr No.	Page No.	Main Clause	Clause	As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)	Bidder's Query	GIPCL reply / clarifications to Pre Bid Queries
78	315-317		SOP	Schedule of Price A-1 & A-2 (15 A)	Also inform if bidder has submit Table 15A for both option A-1 & A-2 then how EBV will be calculated and how RA will be done while taking account of two EBVs.	Please refer Tender Clause No. 4.12. No change in Tender Conditions. Bidder to comply with tender conditions.
79	317		SOP	At the time of award of contract, GIPCL will select any one of the Evacuation Point for evacuation of Power (220kV Switchyard of Surat Lignite Power plant or 66kV GETCO substation at Mosali). The contract value shall only be considered any one option for evacuation of Power and revised price after e-reverse auction	Please inform the mehtodology of selecting any one evacuation methodology	No change in Tender Conditions. Bidder to comply with tender conditions.
80	343		Appendix-21	Format for Undertaking	We kindly requested to remove this requirement	No change in Tender Conditions. Bidder to comply with tender conditions.
81	344		Annexure-A1	Details of Site	Please inform if there is any private land between these plots. We request the Right of Way for land & transmission line to be in the scope of GIPCL	Bidder may visit the site for more clarity. The Right of Way shall be in the scope of Bidder. No change in Tender condition. Bidder to comply with Tender Conditions.
82	241	Statutory Responsibility	6.7.1	The Contractor shall comply with all applicable laws, by laws, rules, and regulations and shall procure and maintain their validity all necessary Municipal, Panchayat and Government permits & licenses etc. at its own cost	It is requested to kindly consider the scope of obtaining the permit & licenses in the scope of GIPCL, however, bidder will provide the required support to GIPCL.	No change in Tender Conditions. Bidder to comply with tender conditions.
83	243	Timeline (Best Effort Schedule)	6.9.4	The issue of LoI shall be considered as the Zero Date	It is reuquested to kindly consider the zero date is the date of handing over of encumbrance free and demarcated site to the contractor. Any issue related to land title shall be resolved by GIPCL.	No change in Tender Conditions. Bidder to comply with tender conditions.
84	267	Arbitration	6.4	Arbitration	As per the Office Memorandum (OM) dated 22.05.2018 of Ministry of Heavy Industries & Public Enterprises (F.No. 4(1)/2013-DPE(GM)/FTS-1835), which has been marked to Chief Secretary of all states, whereby disputes or differences between Central Public Sector Enterprise (CPSE) and state government Department/ Organization relating to the interpretation and application of the provisions of commercial contract(s), shall be taken up for resolution through AMRCD. Kindly confirm.	No change in Tender Conditions. Bidder to comply with tender conditions.
85			General	Right of Way and all relevant approvals from statutory authority are in bidder's scope.	Bidder scope should limited to supply and I&C Work for transmission line and final termination, ROW shall be under Customer scope - Please confirm	The Tender is for complete Trunkey project on EPC bases, hence all the things required for successful commissioning of the plant shall be in the scope of Bidder. ROW shall be in the scope of Bidder only. No change in Tender Conditions. Bidder to comply with tender conditions.
86			General		Kindly Confirm if there is any ROW issue. In case of any ROW issue, same to be in the scope of GIPCL.	Bidder may visit the site to get more clarity. Further any ROW issue shall be in the scope of Bidder only. No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
87	247	Penalty / Incentive for Generation during Operation & Maintenance (O&M)	6.12	For each Contract Year, the Contractor shall demonstrate "Actual Delivered Energy" at the Metering Point (GETCO end sub-station) as compared to the 'Base NEEGG' for the particular year (calculated as per the methodology given in Appendix 16 Part C).	Generation lost due to grid limitation, if any, by LDC shall be considered for the validation of the guaranteed generation. Please confirm.	Please refer Appendix-16. No change in Tender Conditions. Bidder to comply with tender conditions.
88			General	OFFICE MEMORANDUM of Department of Expenditure, Ministry of Finance dated 08.02.2021	Please inform the restriction mentioned in the OM dated 08.02.2021 is applicable to all bidders or not. Please inform the restriction mentioned in the OM dated 08.02.2021 is applicable to all bidders or not.	Please refer GUVNL's RfS Format 6.6 and GIPCL Tender Clause No. 5.1.9 (xi) for more clarity
89	64	Tracking Structures	5.1.3	The Owner encourages Bidders to employ proven and reliable fix or any other tracking system system, however the Bidder should note that total land available is approximately 1.8 Ha /MW(AC). The Bidder shall submit in the Bid, the details / specifications / designs / guarantees and warranties / and any other claims on performance / output of the solar tracking solutions in the Bid document	We kindly request that these details to be provided by the bidder at detailed engineering stage	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
90			General	Compliance to Ministry of Power Order dated 02.07.2020 where it is stated that "Any import of equipment/components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission to the Government of India. Where the equipment/ components/parts are imported from "prior reference" countries, with special permissions, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power(MoP)	Purchaser to specify that compliance to these Orders is compulsory for all Bidders, since it is not mentioned in the Tender Specifications. We request GIPCL to include the compliance in their scope. Also there will be time and price implication w.r.t adherence to ministry order which will be given by GIPCL to contractor.	Please refer GUVNL's RfS Format 6.6 and GIPCL Tender Clause No. 5.1.9 (xi) for more clarity
91			General	OM No. F. No. 12/17/2019-PPD dated 15.05.2020 Ministry of Power Order No. 25-111612018-PG dated 02.07.2020 Ministry of Finance Order no. 6/18/2019-PPD dated 23.07.2020		Please refer GUVNL's RfS Format 6.6 and GIPCL Tender Clause No. 5.1.9 (xi) for more clarity
92	113	Module Mounting Structures (MMS)	5.2.39-xxviii	Civil foundation design for Module Mounting Structures (MMS) as well as control room, inverter room shall be made in accordance with the Indian Standard Codes and soil conditions, with the help of Licensed Structural Designer having substantial experience in similar work. The Successful Bidder shall submit the detailed structural design analysis along with calculations and bases/ standards in the Bid for approval of OWNER	For outdoor type inverter and HT Panel, Open platform is sufficient so inverter room is not required- Please confirm	Please refer Amendment.
93				GUVNL RFP Tech Docs	Please inform if any technical drawing/report shared by GUVNL which can be useful for EPC Contractor	GUVNL's RfP is uploaded along with its Amendment, Corrigendum etc.
94	5	TABLE A: IMPORTANT DATES	Table, iv	Online (e-tendering) Tender/Offer submission last date {This is mandatory} : 11th Feb, 2022 Time: 17:00 hours (IST) On N-Procure portal for Bid Submission	Bidder request that, in order to accommodate GIPCL responses to raised Pre-Bid queries into the Bidder's offer, the Due date of Bid submission may please be extended by atleast 2 weeks from date of issue of replies to pre-bid queries. The same will enable Bidder to offer most competitive techno-commercial offer to Customer. Please accept.	Please refer Amendment.
95	4	NIT		Gujarat Industries Power Company Limited has decided to appoint an EPC Contractor for development of 75 MW (AC capacity) Solar Plant competitive bidding process. Considering the large volume and quantum of work involved, GIPCL may award the work to more than one Bidder to facilitate timely supply and completion of the Project. Further, GIPCL reserves the right to award the work to single bidder or multiple bidders, without assigning any reason.	Since this is not bucketfilling bid, there should be single award to single bidder, pls confirm	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
96	6	NIT	Table A- xi-B	In case the Contractor fails the OAT in the first attempt, the Contractor shall be allowed maximum 30 days for corrective actions and further next OAT shall start on completion of 30days period or earlier as desired by the Contractor. The PG Test and the O&M period shall start from the date when of second OAT period is started. In case the Contractor fails in the second attempt as well, a penalty will be imposed at 1% of EPC Contract Price. In this case, irrespective of the result (whether pass or fail) of the OAT, the PG Test and O&M Period shall start at the beginning of the second OAT.The start of O&M and first year operation shall be considered after successful completion of operational acceptance test or 60 days from date of commissioning of 75MW (AC) Solar Project whichever is earlier. Further all the guarantees related to NEEGG / Incentive shall also be applicable.	Kindly confirm if the LD applicable on PR test excludes the base amount pertaining to O&M?	The clause is self explanatory. EPC Contract Price is exclusive of O&M Price. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
97	9	NIT	Table B.iii	The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 10% (ten percent) of the EPC Cost within two weeks after issuance of LOI. The validity period of PBG should be for a total period up to 31 months from the date of Lol or till the date of successful completion of PG test whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test.	As per the norms of MNRE, request you to kindly reduce the PBG amount to 3% of Contract Price.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
98	9	NIT	Table B.iii	The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 10% (ten percent) of the EPC Cost within two weeks after issuance of LOI. The validity period of PBG should be for a total period up to 31 months from the date of Lol or till the date of successful completion of PG test whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test.	Please define if EPC Contract price includes or excludes price for O&M services	EPC Contract Price is exclusive of O&M Price. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
99		NIT		Estimated Cost of Tender :	We would request you to kindly inform the Budget envisaged for this Tender inclusive of taxes	Not part of Tender Document.
100	9	NIT	Table B-ii	Earnest Money Deposit (EMD) in the form of Bank Guarantee (Refundable/adjustable): Rs. 3.00 Cr	In line with MNRE's/Gol's directivefor Solar projects , kindly exempt the submission of EMD.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
101	26	Definition& Interpretation	1.1.42	“Inter Connection Point/ Delivery/Metering Point” means Metering Point for 75 MW (AC) Solar Plant shall be at 66 kV GETCO substation at Village Mosali, Dist. Surat including the dedicated transmission Lines/cables connecting the solar power project with GETCO/Pooling substation. Metering shall be done at this interconnection point at the substation where the power is injected into the substation i.e. the delivery point. For interconnection with grid and metering, the EPC Contractor shall abide by the relevant CERC regulation, GERC regulations, Grid code and Central Electricity Authority (Installation and Operation Meters) Regulation, 2006 as amended and revised from time to time or “Inter Connection Point/Delivery / Metering Point” means Metering Point for 75MW (AC) Solar Plant shall be at 220kV Surat Lignite Power Plant's Switchyard at Village: Nani Naroli, Dist: Surat including the dedicated transmission lines/ cables connecting the solar power project with Switchyard as per the GETCO requirement. Metering shall be done at this interconnection point at the substation where the power is injected into the substation	Kindly confirm at which substation metering has to be done. Connectivity at 66 KV or 220 KV have varying costs associated hence the price bid comparion shall not be on equitable basis.	Bidder has to submit two Schedule of Price for Both the Evacuation Options as per Appendix-15

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
102	42	ITB	3.11.6.-iv	Contractor shall demonstrate NEEGG (PG Test) after COD. Duration of PG test consist of 12 months readings continuously from start of PG Test. Contractor shall start PG test at any date after COD but not later than 6 months from COD. Contractor will get 02 chance to demonstrate PG test within 3 years after COD of the plant and during O&M Period. It is desirable that contractor shall carry out PG test as early as possible after COD so that necessary correction / DC addition if required can be carried out before attempting 2nd chance. In case contractor fails to achieve the required NEEGG in the second chance, the shortfall in Generation after two PG test shall be adjusted against the Performance Bank Guarantee as per following formula. 1. In case of NEEGG Shortall after 2nd PG test attempt GIPCL will deduct Penalty at the rate of 23.69 X (Shortfall KWH) from Bank Guarantee / Pending payment to the contractor. 2. It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 3rd year of O&M Period shall be charged as per Clause No 6.12.2 (Rs. 2.75x Shortfall in KWh) of this Tender Document, which shall be over and above the provision of this current Clause.	Reading these two clauses in conjunction, we need to following clarifications: 1. Kindly confirm if PGT for 1 year will commence upon OAT commencement or after COD?	Please Refer Table A. xi (A, B, C,D) for clarity of PG Test. It is clarified that PG Test shall be carried out during O&M Period and the Start date of O&M period shall be after completion of OAT Test or 60 Days from the COD whichever is earlier. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
103	6	NIT	Table A.xi	Performance Guarantee (PG) Test Period &. start of O&M Period :If the Contractor successfully completes Operational Acceptance Test (OAT) in first attempt within 30 days from date of commissioning then PG Test Period and O&M Period will start from the date when the OAT was started.		
104	42	ITB	3.11.6.iv	Contractor shall demonstrate NEEGG (PG Test) after COD. Duration of PG test consist of 12 months readings continuously from start of PG Test. Contractor shall start PG test at any date after COD but not later than 6 months from COD. Contractor will get 02 chance to demonstrate PG test within 3 years after COD of the plant and during O&M Period. It is desirable that contractor shall carry out PG test as early as possible after COD so that necessary correction / DC addition if required can be carried out before attempting 2nd chance. In case contractor fails to achieve the required NEEGG in the second chance, the shortfall in Generation after two PG test shall be adjusted against the Performance Bank Guarantee as per following formula. 1. In case of NEEGG Shortall after 2nd PG test attempt GIPCL will deduct Penalty at the rate of 23.69 X (Shortfall KWH) from Bank Guarantee / Pending payment to the contractor. 2. It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 3rd year of O&M Period shall be charged as per Clause No 6.12.2 (Rs. 2.75x Shortfall in KWh) of this Tender Document, which shall be over and above the provision of this current Clause.	We understand that at the end of 1st year of PG Test, the contractor shall get two chances to correct the offered system incase of shortfall in generation. Incase the shortfall still persists then following two LD shall be applicable: For shortfall in generation at the end of first year : - Rs.23.69 /kwh x shortfall in kwh +Rs.2.75 /kwh x shortfall in kwh For shortfall in generation at the end of second & third year Rs.2.75 /kwh x shortfall in kwh Kindly confirm correctness of our understanding	It is to be clarified that Bidder shall get total 2 chance to demonstrate PG Test which includes 1st year of PG Test. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
105	42	ITB	3.11.6.iv	Contractor shall demonstrate NEEGG (PG Test) after COD. Duration of PG test consist of 12 months readings continuously from start of PG Test. Contractor shall start PG test at any date after COD but not later than 6 months from COD. Contractor will get 02 chance to demonstrate PG test within 3 years after COD of the plant and during O&M Period. It is desirable that contractor shall carry out PG test as early as possible after COD so that necessary correction / DC addition if required can be carried out before attempting 2nd chance. In case contractor fails to achieve the required NEEGG in the second chance, the shortfall in Generation after two PG test shall be adjusted against the Performance Bank Guarantee as per following formula. 1. In case of NEEGG Shortall after 2nd PG test attempt GIPCL will deduct Penalty at the rate of 23.69 X (Shortfall KWH) from Bank Guarantee / Pending payment to the contractor. 2. It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 3rd year of O&M Period shall be charged as per Clause No 6.12.2 (Rs. 2.75x Shortfall in KWh) of this Tender Document, which shall be over and above the provision of this current Clause.	We would request you to kindly cap the PGT LD @ 10% of contract price	Please refer Amendment.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
106	54	Evaluation of Bid and selection of Bidder	4.12.6	Following factors shall be required for evaluation of Bid: a. The Evaluated Bid Value (EBV) shall be calculated separately for both options of power evacuation using the following parameters: i. Engineering Procurement Commissioning (EPC) Contract Price; ii. Net Present Value (NPV) of O&M Price of three (3) years; iii. Net Electrical Energy Generation Guarantee;	EBV for 66 KV & 220 KV shall vary owing to higher costs associated with later. In such a case kindly clarify the award criteria before the submission of bids.	Bidder has to submit two Schedule of Price for Both the Evacuation Options as per Appendix-15
107	57	Performance Guarantee	4.17.3	The PBGs shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Contractor either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Contractor.	Kindly elaborate the provision of premature termination. What shall be the payments settlement mechanism. No such concept is elaborated in specs	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
108	62	Evacuation of Power & Metering Point	5.1.1	POC: Point of connection shall be decided based on requirement with concerned authorities i.e. GETCO/STU/DISCOM/GUVNL/SECI/MNRE etc.	We would request you to kindly firm up the POC prior to bid submission for sake of clarity in execution	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
109	64	Tracking Structures	5.1.3	The Owner encourages Bidders to employ proven and reliable fix or any other tracking system system, however the Bidder should note that total land available is approximately 1.8 Ha /MW(AC). The Bidder shall submit in the Bid, the details / specifications / designs / guarantees and warranties / and any other claims on performance / output of the solar tracking solutions in the Bid document.	As per the give clause , you are offering us 333 acres of land on approx basis. Exact land shall be in excess of this figure of 333 acres ? Kindly confirm.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
110	75	Final Commissioning	5.1.11	i. Obtaining written certificate of commissioning of the facility and permission to connect to the grid from the office of the Chief Electrical Inspector of the state and any other authorized representative from Government of India (GoI) / GoG / GETCO / GIPCL/GEDA/ GUVNL. ii. Inspection and successful electrical commissioning certificate from the Owner. iii. Obtaining all certificates required by DisCom from agency appointed by them. iv. Satisfactory completion certificate towards completion of all other contractual obligations by the Contractor as stipulated from the Owner	Kindly consider a provision that in case the delay in issuance of certificate is on a/c of authorities i.e. 7 days after Contractor achieves successful commissioning certified by GIPCL, the associated payments shall be released. Delay by such nodal authorities beyond 7 days to issue certificate after GIPCL certifies the commissioning is not acceptable.	As per Tender the commissioning is certified by GEDA only. Please refer Definition and Interpretation clause of the Tender Document. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
111	76	Terminal Point for the EPC Project	5.1.13-b&c	(b) GETCO supervision charges for 33/66/220 kV Power Transmission Lines laying/erection and termination shall be in scope of EPC Contractor including all coordination, work execution, paper work shall be carried out by EPC Contractor. (c) GEDA Registration charges are in the scope of EPC contractor along with all coordination and liaison work.	Kindly specify the applicable underlined rates of GETCO / GEDA sought to be paid by Contractor	It is as per the Regulation/Policy/GETCO guidelines. No change in Tender Conditions. Bidder to comply with tender conditions.
112	76	Terminal Point for the EPC Project	5.1.13-d	Land will be provided to EPC Contractor as it where it basis and required land development (if any), tree/Vegetation removal (tree cutting permission to be obtained by EPC Contractor and GIPCL may only provide required forwarding letter etc.), site enabling works etc shall be in EPC Contractor's Scope.	Kindly retain the tree cutting permission in owner's scope owing to pausity of time	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
113	245	Liquidated Damages for Delay and Underperformance	6.11.4 & 6.11.5	6.11.4 Delay up to 30 days: Amount of Rs. 15,000/MW/Day shall be deducted as penalty for the first 30 days of delay, calculated on per day basis and proportionate to the capacity not commissioned as COD with GEDA/GUVNL. 6.11.5 Delay of more than 30 days and up to 60 days: Amount of Rs. 25,000 /MW/day shall be deducted on per day basis and proportionate to the capacity not commissioned as COD with GEDA/GUVNL.	We understand that partial commissioned capacity (in lots of 25 MW each) prior to specified date , shall be considered for exemption from LD.Pls confirm..	The clause is self explanatory. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
114	245	Liquidated Damages for Delay and Underperformance	6.11.6	Delay of more than 60 days: Amount of Rs. 35,000 /MW/day shall be deducted on per day basis and proportionate to the capacity not commissioned as COD with GEDA/GUVNL. Maximum applicable Liquidated Damages: The upper ceiling for total liquidated damages for delay shall be maximum 10% of the EPC Contract Price.	(i) Please define if EPC Contract price includes or excludes price for O&M services (ii) Kindly restrict the LD to 5% of the Contract price , excluding O&M prices.	EPC Contract Price is exclusive of O&M Price. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
115	245	Liquidated Damages for Delay and Underperformance	6.11.4	Delay up to 30 days: Amount of Rs. 15,000/MW/Day shall be deducted as penalty for the first 30 days of delay, calculated on per day basis and proportionate to the capacity not commissioned as COD with GEDA/GUVNL.	Kindly consider commissioning as the base milestone for LD instead of CoD as Project's technical credentials are established upon commissioning	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
116	246	Performance Guarantee Test / Final Acceptance Test	6.11.12	Performance Guarantee Test / Final Acceptance Test If the "Actual Delivered Energy" at metering point (GETCO end sub-station) is less than the Base NEEGG (corresponding to NEEGG quoted for 1st year of O&M) based on the procedure mentioned in the Appendix 15, then the penalty at rate of Rs (2.75x 1.0) per kWh shall be charged for the shortfall. The Bidder / Contractor shall make necessary correction to meet quoted NEEGG. In case contractor fails to pay penalty as above within 30 days, then the entire Performance Bank Guarantee shall be encashed by the Owner and all the remaining payments yet to be made by the Owner to the Contractor shall also be forfeited.	(i) Elsewhere the LD rate for shortfall in PGT is @ Rs.23.69/kwh whereas the same has been stated here as Rs.2.75./kwh. Kindly clarify which one to consider. (ii) We would request you to kindly cap the PGT LD @ 10% of contract price	LD during PG Test is @Rs. 23.69/kwh and LD during O&M Period is Rs. 2.75/kwh. No Change in Tender Conditions. Bidder to Comply with Tender Conditions. Please refer Amendment.
117	247	Penalty / Incentive for Generation during Operation & Maintenance (O&M)	6.12	Penalty / Incentive for Generation during Operation & Maintenance (O&M)	Kindly restrict the O&M LD to 10% of revenue from Guaranteed Annual Generation i.e 10% x Guaranteed Annual Generation x Tariff. Currently this liability is uncapped.	Please refer Amendment.
118	247	Penalty / Incentive for Generation during Operation & Maintenance (O&M)	6.12.2	If for any Contract Year, it is found that the "Actual Delivered Energy" is less than 'Base NEEGG' for the particular year, the Contractor shall pay the compensation to GIPCL equivalent to Rs. (2.75 x 1.0) per kWh of under-generation. The same shall be recovered from payment yet to be made by GIPCL to the Contractor and/ or from the Bank Guarantees available with GIPCL. (Up to 105% of Base GHI). As Example if annual GHI is 1840Kwh/m2 is base GHI and Quoted NEEGG is 17,73,90,000 kwh and actual annual GHI is 1934kwh/m2 (more than 105% of base GHI) and Contractor has achieved corresponding corrected generation up to 1932kWh/m2 GHI i.e. 18,62,59,500 kWh then penalty is not applicable.	Correction in GHI should be without any restriction of capping. The same has been capped to 5% herein. It is requested to correct the same in line with standard practice adopted in all leading PSUs.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
119	249	Defect Liability	6.13	Defect Liability	Pls clarify the duration of defect liability. Specs are silent on this	Please refer tender clause No. 6.39. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
120	251	Defect Liability	6.13.11	If the Facilities or any part thereof cannot be used by reason of such defect and/ or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Company because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/ replacement shall have the defect liability period of eighteen (18) months from such replacement.	Pls consider the provision that replacement warranty shall automatically cease upon completion of EPC warranty /DLP.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
121	251	Termination for Default	6.14.1	The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Contractor fails to perform any other obligations(s) under the Contract.	(i) We would request owner to exercise the right to terminate only if the Delay LD ceiling is reached. (ii) Also clarify the payment settlement mechanism post such termination	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
122	251	General Terms and Conditions	6.14	Termination for Default	Kindly clarify the payment settlement and BG discharge mechanism upon such termination. Specifications are silent on the same. (i) We would request you to kindly ensure that all due payments are released upon such termination including for the services which owner has availed prior to termination of contract.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
123	252	Breach and Cancellation of the Contract	6.15.1	In case of non-performance in any form or change of the covenant and conditions of the Contract by the Contractor, the Owner shall have the power to annul, rescind, cancel or terminate the order and upon its notifying in writing to the Contractor that it has so done, this Contract shall absolutely determine. The decision of the Owner in this regard shall be final and binding.	(i) We would rrequest you to specify events of default of Contractor leading to termination. The said clause has an open ended risk for contractor as any default can subject contractor to termination. (ii) Kindly specify a cure period of 45 days prior to terminating the contract	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
124	252	Force Majeure	6.16.2	The term "Force Majeure" shall have herein mean riots (other than among the Contractor's employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Contractors negligence and other causes which the Contractor has no control and accepted as such by GIPCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.	1.We request to include the following: Pandemic COVID 19 2. Kindly delete value of 7.0 Richter Scale for earth quake as damage due to earth quake cannot be exactly scientifically linked to value of Richter Scale. 3. Further kindly include the words "Anything beyond the reasonable control of employer or contractor"	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
125	252	Force Majeure	6.16.3	Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.	Kindly extend the notification time for Force Majuere from 24 hrs to 7 days as severity of Force Majuere may impact official communication	Please refer Amendment
126	252	Force Majeure	6.16.5	If works are suspended by Force Majeure conditions lasting for more than two (2) months, GIPCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.	1.We understand that termination of contract will happen with at least 30 days prior notice. 2. All due payments of contractor shall be released prior to such termination.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
127	255	Stoppage of Work	6.23	The Owner shall not be responsible and not liable to pay any compensation due to stoppage of work as a reaction from local public due to any undue action on the part of the Contractor causing annoyance to local people.	Such stoppage at work, incase not attributable to Contractor, should be treated as Force Majuere . Kindly confirm.	Force Majeure event is as per Tender Document only. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
128	263	Payments Procedure	6.38	Payments Procedure	We would request you to kindly consider SJVNL's payment terms annexed herewith. These payments terms have serious restrictions on Cash Flow.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
129	264	Payments Procedure	6.38-h	The Ownershall consider only supply part payment for PV Modules through Letter of Credit (LC) as per the Terms of Payment specified in this tender. Respective charges for LC opening and other bank charges shall be borne by the EPC Contractor / Owner.	1. Kindly confirm if the mode of payment can be at sight L/C for entire EPC scope? 2. In case of RTGS , kindly confirm if payment shall be released within 15 days of submission of invoices by contractor?	GIPCL shall consider only supply part payment for PV Modules through Letter of Credit as per Tender document. In case of RTGS please refer Tender Clause No. 6.38 No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
130	267	Arbitration	6.40.1	All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be reported to Gujarat Public Work Contract Dispute Arbitration Tribunal and provision of Gujarat Public Work Contract Disputes Arbitration and Tribunal Act 1996 shall be applied as updates time to time.	We would request you to kindly consider provisions of Indian Arbitration & Conciliation Act instead of state specific Arbitration Act.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
131	273	Compliance with GUVNL/GETCO/GEDA A Guidelines	7.2.3	In case of any conflict between the compliance of GUVNL/GETCO/GEDA and this Tender or any aspect of the Project, the Contractor shall immediately notify GIPCL for clarity.	Kindly clarify that in such a case which specification shall prevail?	It is clarified that in case of conflict, the Stringent and / or higher specifications shall be considered. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
132		SCC		New Clause /Change in Law	<u>Explicit definition of Change in Law is not incorporated in this tender. Hence it is requested to incorporate as under:</u> During the course of execution of the contract if , any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion of delivery, the Contract Price shall be correspondingly adjusted, and/or the Time for Completion of delivery shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract	Kindly refer Tender clause no. 7.12. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
133	276	SCC	7.12.3.iii	In case of imposition of or continuation of Safeguard Duty or Basic Custom duty (BCD) on PV modules, then GIPCL shall admit the same on production of documentary evidences as required by GUVNL. The resbursement of Duty shall be calculated/admitted considering basic value of PV module or actual payment by contractor whichever is lower. Basic Custorm Duty as per MNRE OM dtd: 09.03.2021 will not be reiburssable as contractor has to bid considering the BCD as per MNRE OM Dtd: 09.03.2021	Kindly note that since BCD is also applicable on Solar cells therefore the below has been requested herewith: 1.Incase there is variation in BCD applicable on Solar Cells beyond the notified rates w.e.f. 01.04.22, the same should be covered under Change in Law. 2. Such provision requested above shall make contractor eligible for contractual price adjustment to the extent the variation in BCD has happened.	BCD on Solar PV cells shall not be reimbursed by GIPCL. Please refer tender clause no. 7.12.4 (No statutory variation shall be payable by GIPCL on the input items. i.e. raw materials etc.) No Change in Tender Conditions. Bidder to comply with Tender Conditions.
134	276	Taxes and Duties	7.12.3.iii	In case of imposition of or continuation of Safeguard Duty or Basic Custom duty (BCD) on PV modules, then GIPCL shall admit the same on production of documentary evidences as required by GUVNL. The resbursement of Duty shall be calculated/admitted considering basic value of PV module or actual payment by contractor whichever is lower. Basic Custorm Duty as per MNRE OM dtd: 09.03.2021 will not be reiburssable as contractor has to bid considering the BCD as per MNRE OM Dtd: 09.03.2021	Referred clause also states that BCD is reimursable on Modules but at the same time th BCD notification dtd 9th March'21 is excluded for reimbursement. Kindly clarify this contradiction	Bidder has to quote their Price considering BCD as per MNRE OM Dtd: 09.03.2021. Any change with respect to MNRE OM dtd: 09.03.2021 during contract period for BCD on PV Module shall be considered as per Tender clause No. 7.12 No Change in Tender Conditions. Bidder to comply with Tender Conditions.
135		New Clause	New Clause	Suspension Rights	Incase the project is susupended due to reasons not attributable to Contractor , suitable cost & time compensation to contractor ,incidental to such suspension, should be provisioned.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
136	281	Miscellaneous	7.23.12	GIPCL shall provide necessary support to the Contractor for the high-sea sales of the PV modules.	Kindly confirm if overseas manufactured Modules are acceptable?	PV Module shall be as per MNRE's Approved Models and Manufacturers of Solar PV Modules (Requirements for Compulsory Registration) Order, 2019 and List(s) thereunder as amended from time to time as per GUVNL's RfS and complying with Tender Specifications. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
137	295	Appendix-6		GIPCL shall discover two EBV for Option-1 and Option-2, however based on finalization of evacuation point/metering point the order shall be placed for any of the one EBV.	Kindly clarify that when shall GIPCL finalize the evacuation option i.e. 66 KV or 220 KV?. Since EMD is invloved thererfore it is requested that the award criteria should be clarified before the bid submission.	The Bid validity is as per Tender document. No Change in Tender Conditions. Bidder to comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
138	9 ,42	Bank Guarantees	Table B-iv,3.11.9	O&M Bank Guarantee (O&M BG) 5% of EPC Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xi of Table A (Important Dates) above for a period of three (3) years, to the 90 days beyond completion of the O&M Period mentioned in Clause No. xii of Table A (Important Dates) above. This O&M BG shall cover the risk against extended warrantee for equipment up to O&M Period and recovery towards shortfall in NEEGG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period. 3.11.9 The O&M Bank Guarantee should be valid upto 45 days beyond the due date of completion of O&M year. For subsequent O&M years, the Bank Guarantee should be extended/renewed in such a manner that the same remains valid up to 45 days beyond the date of completion of each subsequent O&M year.	We request Employer to take O&M Bank guaranatee not on overall EPC Price but on O&M price. Further, there seems to be contracddiction in validity of BG, kindly confirm the BG validity will be 90 days beyond O&M period or 45 days beyond O&M period.	It is clarified that if Bidder submit the BG for entire O&M Period than it shall be valid for 90 days beyond O&M Period. If Contractor submit BG Less than Total O&M Period and renew the same then it shall be valid for 45 Days beyond the due date of completion of O&M year. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
139	41	Bank Guarantees	3.11.6.iii.	Bank Guarantee against PV Module Warranty: The Successful Bidder who is not able to provide insurance of PV modules as specified in the Tender Clause No. 6.39.10 (a) Bank Gurantee of Rs. 25 Lakh per each megawatt of PV modules (i.e. DC capacity) shall be issued by Solar PV Module manufacturere in favour of GIPCL, which shall be valid for a period of twenty five (25) years and 90 days. The minimum validity of the Bank guarantee shall be five (5) years and shall be renewed subsequently every five (5) years prior to thirty (30) days of its expiry. In case the PV module fails to provide power output as per its performance warranty, and if the Contractor fails to rectify, replace or repair the PV module, then the Owner shall carry out the necessary recritficaiton, repair or replacement at its own discretion at the risk and cost of the Contractor. The cost of such rectificaiton, repair or replacement shall be encashed from the Bank Guarantee against PV Module Warranty. The same shall be replenished by the Contractor within thirty (30) day, failing which the entire Bank Guarantee amount shall be encashed and all pending payment shall be withheld by the Owner till such amount is replenished by the Contractor. In another instance, if the Contractor becomes bankrupt or insolvent, then the Owner shall immediately encash the entire amount of the Bank Guarantee against PV Module Warranty the bank guarantee shall be issued by PV Module manufacturer infavour of GIPCL before supply of solar PV Modules.	We request the employer to make this PBG as 10 Lacs per MW AC for 25 years as a prudent industry practise. Having this huge PBG will lead to financial consideration of the bidders thereby increasing project cost.	Please Refer Amendment.
140	246	Performance Guarantee Test / Final Acceptance Test	6.11.12	If the "Actual Delivered Energy" at metering point (GETCO end sub-station) is less than the Base NEEGG (corresponding to NEEGG quoted for 1st year of O&M) based on the procedure mentioned in the Appendix 15, then the penalty at rate of Rs (2.75x 1.0) per kWh shall be charged for the shortfall. The Bidder / Contractor shall make necessary correction to meet quoted NEEGG. In case contractor fails to pay penalty as above within 30 days, then the entire Performance Bank Guarantee shall be encashed by the Owner and all the remaining payments yet to be made by the Owner to the Contractor shall also be forfeited.	In case of shortfall of generation bidders is already paying the mentioned penalty, encashment of entire bank guarantee and no payment to be made by the owner is unfair. kindly also define the maximum penalty for this event. Further, since the bidder will already have made the payment for generation shortfall and have submitted the BG for generation shortfall for 9 years, we request the owner to consider the derived generation calculated after the LD payment to be the base NEEGG for next consecutive years.	The O&M Contract is for 3 years only and there is no BG mentioned for 9 Years in the tender document. Irrelevant Query. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
141	247	Penalty / Incentive for Generation during Operation & Maintenance (O&M)	6.12.3	In case of any defect in the system after Commissioning, the Contractor shall repair it within forty eight (48) hours. After 48 hours, penalty shall be charged and the same shall be deducted / recovered from payments yet to be made by GIPCL to the Contractor and / or from the Bank Guarantee submitted to GIPCL. A penalty at the rate of Rs. (2.75 x 1.0) per kWh shall be charged by the Owner for the loss of generation due to that effect post 48 hours. The loss of generation shall be calculated with respect to the NEEGG of that particular year based on the actual radiation.	Practically Few major repairs may not be possible for getting repaired within stipulated 48 Hours, Further, the contractor is already liable for loss of penalty for under generation, hence, this clause leads to double implication of penalty, we request the employer to remove this clause to maintain the parity.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
142	251	Defect Liability	6.13.11	If the Facilities or any part thereof cannot be used by reason of such defect and/ or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Company because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/ replacement shall have the defect liability period of eighteen (18) months from such replacement.	kindly specify the period of DLP, as a standard industry practise the DLP should be 1 year from Commissioning.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
143	255	Right of the Company to Make Change(s) in Design	6.26.2	The Owner shall have the right to make any change in the design, which may be necessary in the opinion of GIPCL to make the plant and materials conform to the provisions and contents of the specification without extra cost to GIPCL.	This clause will lead to uncertainty in the contract price offered by the contractor. The cost of any additional modifications in design by the GIPCL/GSECL out of specification mentioned in the tender should be paid by GIPCL/GSECL at actual at extra.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
144				Reimbursement of statutory fees for approvals	Kindly confirm if the owner will reimbursed statutory fees for approvals and clearance as per actuals against documentary proof at Actual at extra	All the statutory charges shall be in the scope of Contractor only. Please refer Tender Clause No. 5.1.8 No Change in Tender Conditions. Bidder to comply with Tender Conditions.
145	123	Photovoltaic Modules	5.3.1 (xiv)	All materials used for manufacturing solar PV module shall have a proven history of reliability and stable operation in external applications. It shall perform satisfactorily in relative humidity up to 85% with temperature between -40°C to +85°C and shall withstand adverse climatic conditions, such as high speed wind, blow with dust, sand particles, saline climatic / soil conditions and for wind 180 km/hr on the surface of the panel as per IEC61215.	VSL module withstand 2400pa Wind load and 5400pa Snow Load as per IEC 61215/61730 -2016. Please Confirm	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
146	124	Photovoltaic Modules	5.3.1 (xvi)	Each module should have two 4 sq.mm stranded UV resistant cables as per of TUV specification 2 Pfg 1169/08.2007/EN 50618 and terminated with connectors adaptive to MC4 type connector directly. MC4 type connector should be TUV/EN 50618 certified.	VSL generall provide MC4 compatible connector but VSL also can supply MC4 original connector with increasing cost. Please confirm	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
147	124	Photovoltaic Modules	5.3.1 (xxiii)	Bidder shall submit Third-party verified PAN files for any one module, if bidder is offering three wattage bins or less. In case the bidder is offering more than three wattage bins, additional PAN files for each additional wattage bin need to be submitted. Bidder shall also submit Self-certified Electro- Luminescence (EL) Test reports of all the Crystalline Silicon based PV Modules being offered to GIPCL.	EL images can be shared but dispatch should not be hold for EL Images. Please confirm.	EL images are quality inspection for PV Module hence after confirmation of EL image the PV Module shall be dispatched. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
148	127	Inverter and Power Conditioning Unit (PCU)	5.3.3 (ii)	Warranty of 10 year shall be provided for the Inverter and Power Conditioning Unit (PCU) on all of it componets.	Standard warranty of 5years on PCU and after 5 years it will be chargeable. Please confirm.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
149	137	Technical Specification of LT XLPE Cables	5.3.5 (G)	Armour: Galvanised steel flat strip / round wires applied helically in single layers complete with covering the assembly of cores. <input type="checkbox"/> For AC cable Armour of non-magnetic 1.4 mm dia G.I. round wire <input type="checkbox"/> For DC cable Armour of 4 mm wide 0.8 mm thick G.I strip	For AC cable, Flat strip Armour G.I strip will be considered. Please confirm	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
150	146	AC Network	5.3.11 (v)	The ICOG/RMU panel with suitable numeric relay for overcurrent and earthfault protection. The incomer shall be selected one size higher than the required rating as per Type 2 selection chart. ICOG/RMU shall be provided with multifunction metering facility i.e. ampere voltage power, power factor etc. irrespective of voltage presence indications. Annunciator with RS485 port for connectivity with SCADA and Surge arrester of reauired specifications shall also be provided in the ICOG/ RMU.	The Incomer of ICOG/RMU shall be as per calculation. Please confirm.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
151	148	AC Network	5.3.12 (i)	The Contractor shall provide the complete EPC design, supply, erection, testing and commissioning of transformers and transformer substation to first step-up the output of the inverter to HV at the location of the inverter. Inverter Transformer must be protected with HV VCB Panel / RMU/ ICOG Capacity of each inverter block. Capacity of -ICR (Inverter Block) shall not exceed more than 12.5 MW. Hence, total 75 MW (AC) capacity of the solar plant with provision of rated 33 kV HV Vacuum Circuit Breaker panel shall be connected upto 33/66/220 kV substation (Switchyard) of the plant.	Capacity of ICR shall be as per Design requirement.	GIPCL confirm that the ICR capacity shall be as per Design Requirement. Please refer Amendment
152	148	AC Network	5.3.12 (i)	The Contractor shall provide the complete EPC design, supply, erection, testing and commissioning of transformers and transformer substation to first step-up the output of the inverter to HV at the location of the inverter. Inverter Transformer must be protected with HV VCB Panel / RMU/ ICOG Capacity of each inverter block. Capacity of -ICR (Inverter Block) shall not exceed more than 12.5 MW. Hence, total 75 MW (AC) capacity of the solar plant with provision of rated 33 kV HV Vacuum Circuit Breaker panel shall be connected upto 33/66/220 kV substation (Switchyard) of the plant.	Kindly confirm the evacuation voltage i.e. 66kV or 220kV.	Bidder has to quote for Both evacuation voltage level as per schedule of Price. No Change in Tender Conditions. Bidder to comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
153	165	Technical Data of Inverter Transformer	5.3.13 (1)	Each 33 kV Transmission line from north plot and south plot shall be terminated in 33kV Indoor switchgear of adequate capacity.	VSL suggest to terminate power in both the plot individually. Since both the plots are 4-5km apart, Transmission of 33kV power requires additional construction of 33V outgoing & Incoming bay at both end, Permission for ROW etc. Please confirm.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
154	165	Technical Data of Inverter Transformer	5.3.13 (2)	33kV switchgear shall consist of Incomer feeders from two transmission lines mentioned above, one outgoing feeder to 33kV/220kV transformer, bus PT panel (protection & metering cores), auxiliary transformer feeder/s, any other feeder necessary for proper functioning of plant.		No Change in Tender Conditions. Bidder to comply with Tender Conditions.
155	195	Metering System	5.3.32 (i)	ABT energy meter, Tariff metering CT and PT of required accuracy class, make and specifications shall be provided as approved by GETCO/STU/RLDC to measure the delivered quantum of energy to the grid for sale. The responsibility of arranging for the meter, CT,PT and its inspection/ calibration/ testing charges etc. rests with the Contractor. All charges incurred on Meter, CT, PT testing, shall be borne by the Contractor. ABT energy metering system is to be approved by GETCO/STU/RLDC. Meter must be provided with the necessary data cables and router, SIM card etc. as per communication requirement of GETCO/STU.	Do we need to provide separate ABT meter at the outgoing of North Plot with 25MW? Please clarify.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
156	218	Weather Station and Data logger	xlii. (k-i)	Pyrometer: For 75 MW (AC) solar project, the Contractor shall provide total three nos. of pyranometers (Three nos. GHI and One no GTI / Plane Irradiance). The pyranometers shall have following specifications mentioned in Table 5	One no. of pranometer for GHI measurement will work out. Please clarify the need of 3nos of Pyranometer.	One GHI for North plot and two GHI for South Plot measure solar irradiance. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
157	66	Civil and Other Non-Electrical Work:/ iii) Prefabricated Structures:	5.1.5 -iii	Prefabricated Structures: The following prefabricated /RCC structures are to be planned and constructed by the Contractor for the 75 MW (AC) project near Surat Lignite Power Plant of GIPCL: <input type="checkbox"/> Elevated Prefabricated Inverter rooms with FFL + 0.6 m above FGL/High tide level whichever higher as per design <input type="checkbox"/> Elevated RCC frame strucutre with Pre-fabricated roof for Control room cum Conference room with design to be kept @ FFL + 0.6 m above FGL/High tide level whichever higher including, Store, Battery, Scada room, Toilet and Pantry -01 Nos. <input type="checkbox"/> Elevated Prefabricated Watchman's cabin (At Main Gate) of each loaction with FFL +0.6m above /High tide level whichever higher as per design - 01 Nos. <input type="checkbox"/> Elevated Security Cabins at 06 nos at suitable location with FFL +0.6 m above FGL/High tide level whichever higher as per design - 06 Nos. <input type="checkbox"/> Elevated Watch tower at 4 corners of the each plant locations at 03 mtr above FGL.	Bidder suggests that total nos of Security Cabins at 01 nos at suitable location as per design - 02 Nos (For both the plots). Bidder proposes that since Watchman's cabin (At Main Gate) of each loaction are provided and additionally also Security Cabins are providing at each site for watchmanship of plant, there will be no requirement of additional Elevated Watch tower inside the plant. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
158	66	Civil and Other Non-Electrical Work: / iii) Prefabricated Structures:	5.1.5-iii	Prefabricated Structures: The following prefabricated /RCC structures are to be planned and constructed by the Contractor for the 75 MW (AC) project near Surat Lignite Power Plant of GIPCL: <input type="checkbox"/> Elevated Prefabricated Inverter rooms with FFL + 0.6 m above FGL/High tide level whichever higher as per design <input type="checkbox"/> Elevated RCC frame strucutre with Pre-fabricated roof for Control room cum Conference room with design to be kept @ FFL + 0.6 m above FGL/High tide level whichever higher including, Store, Battery, Scada room, Toilet and Pantry -01 Nos. <input type="checkbox"/> Elevated Prefabricated Watchman's cabin (At Main Gate) of each loaction with FFL +0.6m above /High tide level whichever higher as per design - 01 Nos. <input type="checkbox"/> Elevated Security Cabins at 06 nos at suitable location with FFL +0.6 m above FGL/High tide level whichever higher as per design - 06 Nos. <input type="checkbox"/> Elevated Watch tower at 4 corners of the each plant locations at 03 mtr above FGL.	Elevated RCC frame strucutre with RCC roof for Control room cum Conference room with design to be kept @ FFL + 0.6 m above FGL/High tide level whichever higher including, Store, Battery, Scada room, Toilet and Pantry -01 Nos. Please confirm the same.	The Tender Clause is self Explanatory. No Change in Tender Conditions. Bidder to comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
159	78	Topographical Survey:	5.2.1-i	Topographical survey for 75 MW (AC) Solar Project near Surat Lignite Power Plant of GIPCL shall be carried out by the EPC Contractor of the proposed site at 10 m interval with the help of Total Station or any other suitable standard method of survey. All necessary Reduced Levels (RL) as entered in the Field Book/Soft Copy have to be submitted along with pre contour layout of the total site. The formation levels of the proposed power plant have to be fixed with reference to High Flood Level/ high tide level/accumulation of rainy water of the proposed site. The ground level and plinth level of structures shall be fixed taking into consideration the highest flood level / high tide level and surrounding ground profiles and as specified in subsequent tender clauses.	Bidder suggests that if there is any Topographycal survey report having with GIPCL, please share the same.	Indicative/Preliminary Topographical survey drawing uploaded. Please refer Amendment.
160	78	Soil Investigation of the Site:	5.2.2-i	Preliminary Geotechnical Soil investigation details are available attached as Annexure-A5. Any other details and information required by the Bidder for design of foundations are to be arranged by bidder at their risk and cost. OWNER does not take any responsibility for the correctness of the contents given in this Preliminary Soil investigation report. BIDDER/ EPC Contractor is advised to verify the content of report by taking few bore logs at site and analyzing the same before submission of bids. Alternatively, BIDDER may make his own assessment for the type of foundations & electrical resistivity tests envisaged based on this report at his own risk. In any case, the BIDDER/ EPC Contractor has to carryout detailed geo-technical investigation after the award of contract, through some GIPCL approved / reputed agency and submit geo-technical investigation report with recommendation for OWNER's review & approval. The recommendations given in approved final report becomes binding on the Contractor. The Contractor is not eligible to increase his cost or demand any extension of time because the final report is in variance from preliminary report available with GIPCL. The Bidder / EPC Contractor is solely responsible to carry out detailed Geotechnical investigation to ascertain soil and water parameters of the proposed site for the use of planning /designing / construction / providing guarantee / warranty of all civil work including but not limited to foundations / piling for module mounting structures, foundation/piling for Main control room, Inverter room, 33/66/220 kV Power evacuation Transmission lines , 66 kV/220kV switchyard equipment , security cabin, peripheral fencing, ligting arestor, and all other required foundations .. The Contractor shall carry out soil investigation through either KCT (Ahmedabad), Geo Struct (Baroda), M.K. Soil (Ahemdabad) and Unique Lab (Surat), Bhumi Research center (Surat) and NABL accredited labs or agency suggested and approved by GIPCL. These reports shall be furnished to the Owner prior to commencing work.	Bidder suggests that there is no Preliminary Geotechnical Soil investigation report found with the tender. Please share the same.	Preliminary/indicative soil investigation Report is uploaded. Please refer amendment.
161	80	Land Development and Cleaning:	5.2.8	The Contractor shall visit the site to ensure the land development work and do the topographical survey to ensure land development work such that land is perfectly flat. Any overburden or the deposited waste soil stuff of any mass shall be removed from the site and dispose off outside the plant premises at the location shown by GIPCL. The Contractor has to clean the site from wild vegetations, any temporary or permanent structure encountered, small trees and shrubs, uprooting of all vegetations, removal of all debris or soil, if any; filled the depression area and excavates and level the high level areas wherever required even though contractor follows the natural ground level for entire plant execution. The Contractor can also use the natural contour of the land, if shadow is not affecting the generation. However, the Contractor shall take reasonable care to ensure that the plant is aesthetically designed	Bidder understands that Land development work to be done if required for installation of solar plant. Land development work to achieve perfectly flat land may not be possible for the entire land.	Bidder has to carry out Land Development based on shadow analysis to achieve Guaranteed Generation. No Change in Tender Conditions. Bidder to comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
162	81	Foundations	5.2.9	.....The Contractor shall design and construct appropriate RCC civil foundations for Module Mounting Strucutre.....	Bidder proposes that the piles supporting MMS structures will be PCC piles (M25 Grade) and column posts will be embedded inside pile upto bottom of pile. Please confirm the same.	Foundation for supporting MMS Structure shall be designed based on following. 1) Detail Geo Technical soil investigation. 2) Detail design calculations & approval from GIPCL/Consultant. 3) pull out test, lateral test & compression test report of test pile. 4) for backfilled area RCC Undereamed pile with bulb shall be preferable. However type of pile shall be decided based on fulfillment of above conditions. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
163	81	Foundations	5.2.9	.....(ii) Location B: Reclaimed Area (Backfilled area).....	Please share the land details of this Reclaimed Area (Backfilled area). Please provide the depth of filling in this area. Please share the Geotechnical soil investigation report for this Reclaimed Area (Backfilled area) to understand the nature of filling and strength of soil for foundation and pile construction.	Depth of filling around 80Meter(Reclaimed area) .preliminary Soil investigation reports is upload.However,bidder shall carried out detail soil investigation before design of civil foundations. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
164	82	Piling for MMS Structure	5.2.11 -i	Under-reamed piles with or without bulbs may be constructed by selecting suitable installation techniques at given site depending on sub-soil strata conditions and type of under-reamed piles and number of bulbs.	Bidder proposes that the MMS pile will be of Cast-in-situ PCC Circular shape Bored Piles instead of construction of Under-reamed piles with or without bulbs. Please confirm the same.	Foundation for supporting MMS Structure shall be designed based on following. 1) Detail Geo Technical soil investigation. 2) Detail design calculations & approval from GIPCL/Consultant. 3) pull out test, lateral test & compression test report of test pile. 4) for backfilled area RCC Undereamed pile with bulb shall be preferable. However type of pile shall be decided based on fulfillment of above conditions. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
165	85	Piling for MMS Structure and other pile foundation / Placing of Concrete	5.2.11-Placing of Concrete -vi	The top of concrete in a pile shall be brought above the +500 mm up to pile cap i.e. cutoff level to permit removal of all laitance and weak concrete to ensure good and monolithic concrete at the top level.	The top of concrete in a pile shall be brought above the +150 mm up to pile cap i.e. cutoff level to permit removal of all laitance and weak concrete to ensure good and monolithic concrete at the top level. Please confirm the same.	Please refer Amendment
166	85	Piling for MMS Structure and other pile foundation / Placing of Concrete	5.2.11-Placing of Concrete -vi	The top of concrete in a pile shall be brought above the +500 mm up to pile cap i.e. cutoff level to permit removal of all laitance and weak concrete to ensure good and monolithic concrete at the top level.	The top of concrete in a pile shall be brought above the +150 mm up to pile cap i.e. cutoff level to permit removal of all laitance and weak concrete to ensure good and monolithic concrete at the top level. Please confirm the same.	Please refer Amendment

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
167	86	Switch Yard civil works	5.2.12	Switchyard civil work includes step up transformer plinth, HT Switchgear kiosk plinth, two pole 4 pole structure foundation, earth pits, metal spreading curb wall in and around switchyard and its fencing. The foundation of transformer shall be constructed RCC of minimum M25 grade foundation based on design parameter. The transformer/ HT switchgear kiosk plinth shall be made of brickwork conforming to relevant standards. The height of transformer /HT Switchgear kiosk plinth shall be decided based on 66 kV ground clearance. Earth pit construction shall be of 230 thick brickwork, plastered above ground level from outside covered with RCC heavy duty precast slabs. Cable trench in switchyard shall be RCC of M25 grade concrete. After cable laying Joint of the heavy duty precast slab shall be sealed with bitumen/ tarfelt. Switchyard/ double pole area must be surrounded by PVC Coated chain link fencing with / galvanized MS angle of suitable size with double leaf gate will be provided. Area enclosed within this perimeter must be filled with 40/60 mm thick gravel. The fencing specification for switch yard area shall be AS PER GETCO requiremets. All cable trenach connecting to switchyard & MCC shall be RCC construction with required sub-base treatment. All outside cable treches shall be cover using heavy deuty RCC pre-cast. Switch yard foundations shall be RCC of minimum M25 grade and structures shall be provided strictly as per GETCO norms / requirements / design. Switchyard shall be provided with PVC Coated chain link fencing as per applicable standards and as per CEIG with requirement. Earthing of fencing shall be done through flexible wire or through GI flat.	Bidder Proposes, Switchyard shall be provided with GI Coated chain link fencing as per applicable standards and as per CEIG with requirement. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
168	86	Switch Yard civil works	5.2.12		Bidder Proposes, Switchyard shall be provided with GI Coated chain link fencing as per applicable standards and as per CEIG with requirement. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
169	86	Storm Water Drainage System:	5.2.13	.....All the internal storm water drains i.e. on one side of Peripheral road, shall be of brick pitching which is backed up by cement mortar bed which is backed by PCC on bottom of drain and all joints of Brick masonry are to be filled up with cement mortar in C.M. 1:4, further, plaster is to be applied in case of brick masonry surface.....	It is proposed by bidder that internal storm water drains will be of RR Masonry pitching of 150 mm thick on sloped sides and at bottom PCC M15 of 100 mm thick will be provided. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
170	87	Storm Water Drainage System	5.2.13	.....Storm water drain shall be of Trapezoidal section. Bidder can also explore the possibility of rectangular/trapezoidal section as per availability for speedy construction. All the internal storm water drains i.e. on one side of Peripheral road, shall be of brick pitching which is backed up by cement mortar bed which is backed by PCC on bottom of drain and all joints of Brick masonry are to be filled up with cement mortar in C.M. 1:4, further, plaster is to be applied in case of brick masonry surface.....	Strom water drain shall be of Trapezoidal Section, costruct with random rubble masonry & chicken wire mesh. It is proposed by bidder that internal storm water drains will be of RR Masonry pitching of 150 mm thick on sloped sides and at bottom PCC M15 of 100 mm thick will be provided. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
171	88	Fencing	5.2.16	.....Fixing of barbed wire, 5 horizontal and 4 cross wire between post to post with J bolts, nuts and packing for fastening and tightening for the 700 mm height (Total 9 rows)	Fixing of barbed wire, 3 horizontal wire between post to post with J bolts, nuts and packing for fastening and tightening for the 500 mm height (Total 3 rows) ... Please confirm the same.	For Fencing Please refer sketch on Annexure--A4 of Tender Document. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
172	88	Fencing	5.2.16	Providing and Fixing PVC Coated chain link fencing along with barbed wire fencing as per drawing attached as ANNEXURE-A4 FENCING and as per the following sequence.....	Bidder proposes that boundary chain link fencing will be of GI coated with barbed wire fencing. Please confirm the same.	For Fencing Please refer sketch on Annexure--A4 of Tender Document. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
173	89-90	Roads	5.2.18	All the roads connecting the main gate to control room, switch yard and Invertor rooms shall be accessed by Asphalt road. Contractor may explore the sub-base preparation using fly ash mixing with lime/gypsum.....	Bidder proposes that following minimum road section details may be constructed considering WBM Road for Internal and Periphery Road: i) Base course WBM conforming to Cl. 405 of MORD specs: 75mm compacted thick, Grade III (Mixed with binder course) ii) Base course WBM conforming to Cl. 405 of MORD specs: 75 mm compacted thick, Grade II iii) Granular/ gravel sub-base course, conforming to Cl. 401 of MORD, specs: 150 mm compacted thick. iv) Compacted sub grade: well compacted sub-grade 95% or more standard procter MDD with no objectionable materias. v) Shoulders conforming to Cl 407 of MORD specs: 150mm compacted thick. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
174	89-90	Roads	5.2.18	.....Peripheral Road (WBM Road) Sub-base :600 mm thick fly ash filling by exploring mixing of sand/gypsum/lime etc WBM :200 mm thick.....	Bidder proposes that Peripheral Road should be roller compacted 2.5 m wide. There will be no shoulder for Periphery Road. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
175	89- 90	Roads	5.2.18	.....WBM/Asphalt road wherever applicable width shall be of 4m plus shoulder (minimum 750mm both side) and with sufficient thickness to access heavy equipment like transformers/inverters/ switchyard equipment transportation.....	Access/ Approach road should be 3.5 m wide with 500 mm shoulder on both sides & Internal road should be 3 m wide with 500 mm shoulder on both sides. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
176	91	RCC water Tank:	5.2.19	RCC water Tank: The Contractor has to design as per relevant IS codes, submit and take approval from client / consultant and construct RCC/ water tank. For this, the Contractor shall construct and operate 7.5 lacs liter (3 x 2.5 lacs liter) underground, on ground or Elevated RCC with Silting chamber for filtration of water before the inlet which will match with invert level of storm water drain and with GI/Powder Coated/Fibre/Coated sheet cover on top with necessary supporting steel structure. FRP or HDPE (3 to 4 layers) water storage tank are also accepted.....	Bidder proposes that HDPE (3 to 4 layers) water storage tank will be used for Raw and Clear water storage and these will be onground HDPE Water storage tank. Please confirm the same.	As per Tender FRP or HDPE (3 to 4 layers) water storage tank are also accepted. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
177	93	Civil Work	5.2.29	The bidder shall carryout necessary Electrifications works for connection of electrical pumps etc. Bidder shall provide 02 Nos. of minimum 5 HP submersible pumps at each water tank with necessary valve, NRVs, Piping etc.	Bidder proposes that Bidder shall provide 01 No. of minimum 5 HP submersible pumps at each water tank with necessary valve, NRVs, Piping etc. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
178	93	Civil Work	5.2.31	Civil work for Pre-fab Inverter Room/ The FFL +0.6 m from FGL for 75 MW AC Solar Project.....	Bidder proposes that Civil work for Pre-fab Inverter Room/ The FFL +0.45 m from FGL for 75 MW AC Solar Project,	Please refer Amendment.
179	98	Civil Work	5.2.34.8	Plinth level of the building shall be + 600 mm above Finished Ground level (FGL). Plinth protection 1000mm wide shall be provided all around all the Control Room cum MCC Building along with RCC Garland drain as approved by GIPCL	Bidder proposes the following for construction : Plinth level of the building shall be + 450 mm above Finished Ground level (FGL).Plinth protection 750mm wide shall be provided all around all the Control Room cum MCC Building along with BRICK Garland drain.. Please confirm the same.	Please refer Amendment
180	111	Module Mounting Structures (MMS)	5.2.39 -x	Column Post of Module Mounting Structure shall have minimum thickness of 2.5mm for 75 MW (AC) Solar Project.	Minimum thickness of MMS column post will be 2.0 mm. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
181	112	Module Mounting Structures (MMS)	5.2.39 -xvi	The material of construction, structural design and workmanship shall be appropriate with a factor of safety of not less than 1.5 in all types of checks in design calculations.	As per IS 801 cold form design criteria material grade consider 0.6 fy (Yield strength) i.e. means yield strength of material is used only 60 % of design so if we again factor of safety consider 1.5 then it is not technical right and also weight will be increases un necessary. Kindly allow design without FOS 1.5. Please confirm the same.	No Change in Tender Conditions. Bidder to comply with Tender Conditions.
182	59	Power Evacuation Options	5.1	Power Evacuation Options Option- I Bidder has to consider power evacuation through overhead/ Underground/ combination of overhead & underground 66 KV Transmission line of appropriate size from switchyard(s) of solar plant(s) to 66 kV Mosali GETCO–S/S passing through the specified Transmission corridor/s indicated by GIPCL. OR Option- II Evacuation of Power from 220KV switchyard of Surat Lignite Power Plant of GIPCL through. Dedicated 33kV Transmission line (Underground Cable/ overhead transmission line/ combination of both) from solar plants to 220kV switchyard of Surat Lignite Power Plant of GIPCL.	We understand that statutory fees pertaining to GETCO, connectivity charges & LTOA ,as applicable at GETCO sub station shall be borne by M/s GIPCL. Pls confirm as specs lacks clarity on the same.	All the statutory charges shall be in the scope of Contractor only. Please refer Tender Clause No. 5.1.8 No Change in Tender Conditions. Bidder to comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
183			General	General	Please provide some data on the soiling loss/ dust settlement data at your 5 MW photovoltaic Grid connected Solar Power Plant at Vastan Mines.	Bidder may visit the site for data related to 5MW solar plant. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
184	151	Step-Up Transformer - Table 5-7 Reference Weather Conditions for Transformer Design	5.3.12	Dust storms: occur at frequent intervals	Please provide detailed data about the frequent dust storms.	Bidder may visit the site for data. No Change in Tender Conditions. Bidder to comply with Tender Conditions.
185			General	General	Please provide KMZ file of the land under consideration for the setup of Solar PV Plant.	Topography survey drawing has been uploaded.
186			General	General	Please confirm if aluminium winding transformers can be considered for inverter duty transformers.	Aluminium winding Transformers are not acceptable. Please refer Amendment.
187	67	Civil and Other Non-Electrical Work: v) Solar PV Module Cleaning System: Cleaning	5.1.5 -v	Solar PV Module Cleaning System: Cleaning frequency shall be decided by the Bidder to meet the guaranteed generation but the cleaning cycle shall not exceed 15 days. For this, the Contractor shall construct and operate 7.5 lacs liter (i.e. 3 x 2.5 lacs liter, Location of the underground tank shall be finalized as per instruction of GIPCL engineer) underground, on ground or Elevated RCC with GI/Powder Coated/Fibre/Coated sheet cover on top with necessary supporting steel structure. FRP or HDPE (3 to 4 layers) water storage tank are also accepted. Contractor has to make his own arrangement for connection and controlling device for getting the water supply from main source of water. Alternatively if the clean water source not available For module cleaning, the contractor can provide new tanker with pump; water jet and hose pipe or establish a GI/UPVC pipeline network with valves rested on either concrete foundation or underground.. Further for total plant capacity of both plant site bidder shall arrange wet cleaning via pipe line network	Please confirm if automatic/robotic cleaning system can be considered based on the dust settlement data and vicinity to coal mines and coal stocking yards.	Please refer Amendment. Robotic cleaning system is not advisable.
188	111	Module Mounting Structures (MMS)	5.2.39-xi	MMS Structure shall be Hot dip galvanize (HDG), specific requirement for thickness of galvanization should be at least minimum 80 microns for any point of the galvanized structure. Galvanization shall be measured with elcometer or the material can be sent for testing laboratory as and when required. No averaging is allowed for measuring the thickness of galvanization. Inner side galvanization with same specification of any hollow components of module mounting structure is mandatory	Please allow the usage of Galvalume along with HDG for non critical portions of the MMS.	No change in Tender Conditions. Bidder to comply with tender conditions. Bidder's proposal for Galvalume / pregalv may be reviewed and decided during detail engineering.
189			General	General	Please provide the geotech/topography report of the 5MW photovoltaic Grid connected Solar Power Plant at Vastan Mines.	Preliminary/indicative soil investigation Report along with Topography survey drawing is uploaded. Please refer amendment.
190			General	Evacuation Details	Please provide the 220KV switchyard of Surat Lignite Power Plant. Also please confirm the space availability to be used for the evacuation from the proposed 75MW solar PV plant.	Bidder is advised to visit the site and ascertain the requisite parameters. No change in Tender Conditions. Bidder to comply with tender conditions.
191	59	Scope of Work : Power Evacuation Option	5.1	Bidder has to consider power evacuation through overhead/ Underground/ combination of overhead & underground 66 KV Transmission line of appropriate size from switchyard(s) of solar plant(s) to 66 kV Mosali GETCO-S/S passing through the specified Transmission corridor/s indicated by GIPCL.	please provide route map of 66 kV TL or Underground Cable route from both plot/plant.	Bidder is advised to visit the site and ascertain the requisite parameters. Indicative route is uploaded. No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION, TESTING, COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
192	59	Scope of Work : Power Evacuation Option	5.1	Evacuation of Power from 220KV switchyard of Surat Lignite Power Plant of GIPCL through. Dedicated 33kV Transmission line (Underground Cable/ overhead transmission line/ combination of both) from solar plants to 220kV switchyard of Surat Lignite Power Plant of GIPCL.	please provide route map of 33 kV TL or Underground Cable route from both plot/plant.	Bidder is advised to visit the site and ascertain the requisite parameters. Indicative route is uploaded. No change in Tender Conditions. Bidder to comply with tender conditions.
193	59	Scope of Work : Power Evacuation Option	5.1	Further Bidders shall explore possibility to design single Switchyard between North Plot and South Plot subject to technical and site feasibility and best commercial proposal. However, termination at GETCO end shall be in two separate evacuation bays for 75 MW (AC) project. Evacuation cable and transmission lines shall be GETCO approved and as per current carrying capacity and voltage drop selection criteria.	Based on Tender term here and option provided please clarify Power evacuation scheme for both plot, we requested to provide power evacuation schematic, SLD with TL route plan. For exact understanding. Figure-5.1 is general does it applicable for both plot?	Bidder is advised to visit the site and ascertain the requisite parameters/Details. Figure 5.1 at page No. 60 of Tender Document is for both options as mentioned in the figure itself. Indicative route is uploaded. No change in Tender Conditions. Bidder to comply with tender conditions.
194	67	Civil and Other Non-Electrical Work: Cable Trenches	5.1.5- viii	Looking to the site condions near Surat Lignite Power Plant of GIPCL,considering soil and environment condition either RCC cable trench of suitable size cable trench shall be provided for prefabricated local control rooms and main control room. , Earthen excavated cable trench with alternate layers of sand and brick of class C or either precast blocks approved by GETCO is allowed as per relevant IS from PV arrays to inverter room to control room to switchyard shall be provided by the Contractor.	Does it applicable for both plot? We understand cable laying -directly burried cable as per IS:1255, please confirm.	Bidder is advised to visit the site and ascertain the requisite parameters/ Details. The clause is applicable to both plots. No change in Tender Conditions. Bidder to comply with tender conditions.
195	344	Annexure-A1: Details of Site		Site Details	We request to provide Plot Boundary map in KMZ, Auto cad format or any Topo Contour available for working on PV Array Layout	Drawing is uploaded. Please refer Amendment.
196	157	Scope of Work : Technical Data of Inverter Transformer-Communication System	5.3.13.1-9	66/33 kV transformer bays at North & South plots shall consist of following equipment's: Required PMU (Phasor Measurement Unit) and its integration shall be in bidder's scope.	Could you please confirm which make of PMU unit is installed in existing substation.	Bidder is advised to visit the site and ascertain the requisite parameters/Details. No change in Tender Conditions. Bidder to comply with tender conditions.
197	188	Scope of Work : Auxiliary Power Supply	5.3.28-iii	Each ICR/ block shall consist of one 415V, 3 pahse 4 wire Power Distribution Board (PDB). Each PDB shall be with main & standby transformers of sufficient rating. Input to PDB transformers shall be from secondary terminal box of Inverter Duty Transformer or AC Incomer of PCU. PDB shall be comprise transformers Incoming & outgoing MCBs, 415V outgoing MCBs, cooling fans (if required) and ventilation facility. PB shall preferably be installed at Inverter Station	We considered single aux transformer in ICR with two incoming supply from each of LV winding(two LV winding of IDT transformer). Please confirm that our consideration is acceptable.	No change in Tender Conditions. Bidder to comply with tender conditions.
198	199	Scope of Work : SCADA and Remote Monitoring System	5.3.33	.....66 kV Mosali S/s (approx. distance 10-15 KM) through OPGW cable.	Please confirm that the SLDC communication shall be done through OPGW cable, separate lease line is not required.	No change in Tender Conditions. Bidder to comply with tender conditions.
199	204	Scope of Work: SCADA and Remote Monitoring System	5.3.33.1(xvii)	The contractor shall provide warranty of 10 year for entire SCADA and PPC which include hardware and software.	Please consider the warranty for 5 year.	No change in Tender Conditions. Bidder to comply with tender conditions.
200	229	Scope of Work : Vendor List	5.3.39	Vendor List	We request following vendor's name shall also considered: 1. HT/ICOG Panel----ABB/SIEMENS system house 2. LT Switchgear-----AKSHAR/BRILLTECH make 3. Inverter Duty Transformer-----Esener/AUM make 4. Aux Transformer-----Vardhaman/AUM make 5. SCADA-----Neosilica/Mitsubishi make 6. UPS-----Vertiv/Fujji make	Please refer clause No. 5.3.39 of Tender document Notes for additional Vendors. No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
201	87	Scope of Work : CIVIL WORK	5.2.14	Security Cabin: The Contractor shall provide 06 (six) numbers of prefabricated Watchman's portable cabin for both plots such that safety of the plant is ensured alongwith one Watchman's cabin at the Main Gate of the each plant location based on final switchyard configuration & evacuation plan as mentioned in the Clause 5.1.5. The minimum size of Security Cabin cabin is 1.2 metre x 1.8 metre size and height of 2.4m with appropriate roof projection all around at the top. The + 0.6 mtr FFL of Security cabin for 75 MW (AC) Solar Plant . Location of the watch Cabin (Security Cabin) will be as directed by GIPCL. Small additional toilet block shall be also provided with each watchman's cabin. WATCH TOWER: Total 08 nos watch tower (for both plots) require of minimum 3.0 meter height with weather proof protection.	06 nos of Security cabin strategically placed is enough to resolve security problems. Therefore, it is requested to kindly accept our request to withdraw watch tower provision from tender clause.	No change in Tender Conditions. Bidder to comply with tender conditions.
202	91	Scope of Work : CIVIL WORK	5.2.19	RCC water Tank: The Contractor has to design as per relevant IS codes, submit and take approval from client / consultant and construct RCC/ water tank. For this, the Contractor shall construct and operate 7.5 lacs liter (3 x 2.5 lacs liter) underground, on ground or Elevated RCC with Silting chamber for filtration of water before the inlet which will match with invert level of storm water drain and with GI/Powder Coated/Fibre/Coated sheet cover on top with necessary supporting steel structure. FRP or HDPE (3 to 4 layers) water storage tank are also accepted. Design of RCC water tank shall be such that it shall resist Earth pressure and Water pressure and satisfy all IS codes. Design of water tank shall be done strictly based on Soil Investigation Report with complying all latest IS codes .As per IS 3370 part-1 2009 contractor shall design and execute the underground water tank with minimum concrete M-30 grade.	The proposed underground tank capacity is higher than the actual requirement. Therefore, it is requested to kindly accept the design proposed by bidder. Also, please allow PVC water tanks for storage.	No change in Tender Conditions. Bidder to comply with tender conditions.
203	90	Scope of Work	5.2.18	.....Peripheral WBM road shall be 100 mm and central asphalt road shall be 430 mm above the highest Tide level/level of accumulated rainy water. The road shall be elevated by increasing GSB thickness or by using mixture of Fly ash/lime and sand to stabilise the sub base of road crust. All peripheral roads shall be of WBM. WBM/Asphalt road wherever applicable width shall be of 4m plus shoulder (minimum 750mm both side) and with sufficient thickness to access heavy equipment like transformers/inverters/ switchyard equipment transportation.....	It is requested to consider the width of road as 3.5 mtr and shoulder of 500 mm.	No change in Tender Conditions. Bidder to comply with tender conditions.
204	82	Scope of Work	5.2.10	All reinforced cement concrete (Below/above ground) for all civil works shall be minimum M25 grade and designed with exposure condition as "Moderate" Environmental weather condition using minimum 400 Kg of ordinary Portla cement (55 grade) as per IS 456 irrespective of Grade of concrete. Contractor has to submit mix design report (Minimum 400 kgs cement) to client for reinforced cement concrete along with admixture for approval before execution. Contractor shall submit batch report of each concrete batch or engage concrete mixer equipment having facility of batch report of each concrete batch. All necessary test related to materials of concrete mix like cement, sand, steel, aggregates etc shall be carried out regularly as per relevant IS code. Test related to concrete like compressive strength, workability etc shall be carried out as per relevant IS Codes. Water proof Ply shuttering of adequate thickness shall be used for above ground & underground watertank work with heavyduty supporting system as approved by GIPCL.	Kindly consider grade of cement OPC 43	No change in Tender Conditions. Bidder to comply with tender conditions.
205	40	Bank Guarantee & EMD	3.11.4	The Owner shall, however, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the acceptance of LOI along with the submission of Security Deposit by successful Bidder. The EMD shall be released to bidders in the following manner. The EMD of the Successful Bidder shall be converted to Security Deposit cum Performance Bank Guarantee. EMD of the unsuccessful bidders shall be released after releasing the EMD of the Successful Bidder.	Request GIPCL to return the EMD of unsuccessful bidder within one month from the date of identification of L1 bidder thorough reverse auction.	No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
206	40	Bank Guarantee & EMD	3.11.6	Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix 18 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee, shall be furnished in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of 75 MW (AC) EPC Contract Price, within two weeks after issuance of LOIs. The validity period of PBG should be for a total period up to thirty one (31) months from the date of Lol or till the date of successful completion of PG test whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test. However, in case Bidder fails to submit PBG within two weeks after issue of date of LOI, GIPCL reserves the right to cancel LOI and to recover all cost and liability thereof from Bidder.The period for Performance Guarantee Test shall begin from the date mentioned in NIT of this Tender and shall continue till next one (1) year. SD/PBG shall be returned only after successful Performance Guarantee Test/ Final Acceptance Test.	1. Request GIPCL to reduce the value of PBG to 5% of EPC contract price. 2. Request GIPCL to allow the bidders to submit the PBG within 30 days from the date of acceptance of LOI	No change in Tender Conditions. Bidder to comply with tender conditions.
207	9	NIT	TABLE B: IMPORTANT AMOUNTS	O&M BG: 5% of EPC Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xi of Table A (Important Dates) above for a period of three (3) years, to the 90 days beyond completion of the O&M Period mentioned in Clause No. xii of Table A (Important Dates) above. This O&M BG shall cover the risk against extended warrantee for equipment up to O&M Period and recovery towards shortfall in NEEGG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period.	Request GIPCL to consider the O&M BG for 5% of O&M contract value instead of EPC value.	No change in Tender Conditions. Bidder to comply with tender conditions.
208	55	Evaluation of bids	4.12.12	Lowest five (5) eligible bidders or 50% out of total eligible Bidders (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.	Kindly elobrate this clause for further understanding	It is elaborated during Pre-Bid Meeting. Clause is Self Explanatory. No change in Tender Conditions. Bidder to comply with tender conditions.
209	64	Operation and Maintenance (O&M)	5.1.2	Breakdown/ Corrective Maintenance: Whenever a fault has occurred, the Contractor has to rectify the fault, the fault must be rectified within 48 hrs time from the time of occurrence of fault, failing which the Contractor will be penalized as per terms and conditions of this Tender.	request GIPCL to increase the rectification time to 96 hours	No change in Tender Conditions. Bidder to comply with tender conditions.
210	267	Insurance or Bank Guarantee	6.39.10	A) Bank Guarantee: Bank Guarantee against PV Modules Warranty: The Successful Bidder shall provide security in form of Bank Guarantee for an amount as specified in Clause No. 3.11.6 (iii) from the start date of O&M Period. However, the Bidder can submit BG valid for 5 years and further extend it for another 5 years. The BG shall be submitted prior to the return of PBG under the subject package. <Or> B) Insurance: The PV module power output warranty as per the technical specification shall be insured and backed up through an insurance policy by a reputed insurance company which will cover against the PV module power output warranty in case of insolvency or bankruptcy of the PV module manufacturer. The Bidder shall submit a suitable insurance from Third Party. GIPCL reserves right to accept or reject Insurance company based on its credential, market feedback etc.	This clause and its requirement increase the project cost which restricts the bidder to submit competetive price. Hence request to remove this clause	Please refer Amendment.
211	34	FINANCIAL	3.2.3 (i)	Cumulative Turnover of the Bidder for last three (3) financial years shall be at least Rs. 350 Crs.	We would want to highlight that our cumulative turnover is 300 cr in last 3 yr against a requirement of 350 cr in the referred IFB which we feel is a marginal difference that too on account of covid in FY20-21. In fact, we are executing more than 150 MWp of projects as of now and feel confident of executing a EPC project of 75 to 100 MWp range.	No change in Tender Conditions. Bidder to comply with tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
212	4	NIT		Gujarat Industries Power Company Limited has decided to appoint an EPC Contractor for development of 75 MW (AC capacity) Solar Plant competitive bidding process. Considering the large volume and quantum of work involved, GIPCL may award the work to more than one Bidder to facilitate timely supply and completion of the Project. Further, GIPCL reserves the right to award the work to single bidder or multiple bidders, without assigning any reason.	Bidder request GIPCL to delete this clause and the contract against this tender should be awarded to single bidder. Kindly confirm	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
213	5	NOTICE INVITING TENDER (NIT)	TABLE A: (iv)	Online (e-tendering) Tender/Offer submission last date {This is mandatory} : 11th Feb, 2022 Time: 17:00 hours (IST) On N-Procure portal for Bid Submission	Request GIPCL to allow bidder to submit hard copies of relevant documents within 5 working days from the date of online submission. Kindly accept	Please refer Amendment
214	5	NOTICE INVITING TENDER (NIT)	TABLE A: (v)	Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) {This is mandatory} : 11th Feb 2022 Time: 15:00 hours (IST) Venue: GIPCL Corporate Office, PO: Ranoli - 391 350, Dist. Vadodara.		Please refer Amendment.
215	59	Scope of work	5.1	Power Evacuation Options Option- I Bidder has to consider power evacuation through overhead/ Underground/ combination of overhead & underground 66 KV Transmission line of appropriate size from switchyard(s) of solar plant(s) to 66 kV Mosali GETCO–S/S passing through the specified Transmission corridor/s indicated by GIPCL. OR Option- II Evacuation of Power from 220KV switchyard of Surat Lignite Power Plant of GIPCL through. Dedicated 33kV Transmission line (Underground Cable/ overhead transmission line/ combination of both) from solar plants to 220kV switchyard of Surat Lignite Power Plant of GIPCL.	GETCO publishes a list namely [RE-Integration-66KV-Substation, RE-Integration-EHV-Substation]. This list gives details of GSS & respective RE Integration margins in the state. The indicated substations in tender are not included in the above lists of Dec-2021. Kindly confirm the available margin (MW) at the suggested substations in tender.	Bidder has to quote as per given evacuation options. Final confirmation shall be given to successful bidder before award of the contract. No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
216	9	TABLE B	TABLE B: (iv)	O&M Bank Guarantee (O&M BG) : 5% of EPC Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xi of Table A (Important Dates) above for a period of three (3) years, to the 90 days beyond completion of the O&M Period mentioned in Clause No. xii of Table A (Important Dates) above. This O&M BG shall cover the risk against extended warrantee for equipment up to O&M Period and recovery towards shortfall in NEEGG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period.	Bidder request GIPCL to amend the O&M BG requirement as below 5% of O&M Contract Price, to be submitted upon completion and acceptance of Performance Guarantee Test as per Clause No. xi of Table A (Important Dates) above for a period of three (3) years, to the 90 days beyond completion of the O&M Period mentioned in Clause No. xii of Table A (Important Dates) above. This O&M BG shall cover the risk against extended warrantee for equipment up to O&M Period and recovery towards shortfall in NEEGG during O&M Period. The O&M Bank Guarantee shall be valid 90 days beyond the O&M Period Kindly confirm	No Change in Tender Conditions. Bidder to comply with Tender conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
217	43	ITB	3.12.1	A Project Management Consultancy (PMC) or Third-Party Inspection agency (TPI) may be appointed by GIPCL, at its sole discretion, to conduct any kind of inspection regarding procurement, fabrication, installation, hook-up, quality, execution, commissioning, operation and maintenance during the span of the Project. The Contractor shall provide necessary access and coordination to conduct such inspections. The Contractor shall provide all necessary access and cooperation for inspection by National or State agency.	Request GIPCL to add the following clauses: The Contractor shall be entitled to Extension of time for any disruption or delay to works owing to any act or omission by such Consultants or Third Party Inspection Agencies appointed by GIPCL. Any additional costs incurred by the Contractor in complying with such requirements should also be compensated.	No Change in Tender Conditions. Bidder to comply with Tender conditions.
218	42	ITB	3.11.6 (iv)	Performance Guarantee Test Run & Bank Guarantee during PG Test for under Generation: Contractor shall demonstrate NEEGG (PG Test) after COD. Duration of PG test consist of 12 months readings continuously from start of PG Test. Contractor shall start PG test at any date after COD but not later than 6 months from COD. Contractor will get 02 chance to demonstrate PG test within 3 years after COD of the plant and during O&M Period. It is desirable that contractor shall carry out PG test as early as possible after COD so that necessary correction / DC addition if required can be carried out before attempting 2nd chance. In case contractor fails to achieve the required NEEGG in the second chance, the shortfall in Generation after two PG test shall be adjusted against the Performance Bank Guarantee as per following formula. 1. In case of NEEGG Shortall after 2nd PG test attempt GIPCL will deduct Penalty at the rate of 23.69 X (Shortfall KWH) from Bank Guarantee / Pending payment to the contractor. 2. It is further clarified that the year-on-year shortfalls in achieving the NEEGG during the 1st to 3rd year of O&M Period shall be charged as per Clause No 6.12.2 (Rs. 2.75x Shortfall in KWh) of this Tender Document, which shall be over and above the provision of this current Clause.	Bidder requests are below: 1. No cap mentioned for this caluse, bidder requests GIPCL to cap the LD at 5% of EPC CV 2. Bidder understands that the penalty of '2.75 x shortfall in KWH' is applicable for remaining years of O&M except that year during which PG test is done (For example If PG test is done in year-1, then the LD of '2.75xshortfall in KWH' is applicable only during year 2 &3. Kindly confirm the understanding. Also requesting GIPCL to cap the LD at 5% of CV.	Please Refer Amendment. provision of this current Clause. The penalty clause is applicable for all 3 years.
219	9	NIT	TABLE B: (iii)	Security Deposit cum Performance Bank Guarantee (PBG) : The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 10% (ten percent) of the EPC Cost within two weeks after issuance of LOI. The validity period of PBG should be for a total period up to 31 months from the date of Lol or till the date of successful completion of PG test whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test.	Bidder requests to modify this clause as below: The Contractor shall furnish Security Deposit (SD) cum Performance Bank Guarantee (PBG) equivalent to 5% (five percent) of the EPC Cost within two weeks after issuance of LOI. The validity period of PBG should be for a total period up to 31 months from the date of Lol or till the date of successful completion of PG test whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of PG test.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
220	249	General terms & conditions	6.13	Defect Liability	Kindly let us know the Defect liability period.	Please refer to tender clause 6.39 along with Amendment.
221	57	Submission of Bid	4.17.3	The PBGs shall be liable to be encashed wholly or partly at the sole discretion of the Owner, should the Contractor either fail to execute the work within the stipulated period or fail to fulfil the contractual obligations or fail to settle in full his dues to the Owner. In case of premature termination of the contract, the PBG will be encashed and the Owner will be at liberty to recover the loss suffered by it from the Contractor.	Bidder requests GIPCL to Kindly elaborate the provision of premature termination. What shall be the payments settlement mechanism. No such concept is elaborated in specs	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
222	252	General terms & conditions	6.15.1	In case of non-performance in any form or change of the covenant and conditions of the Contract by the Contractor, the Owner shall have the power to annul, rescind, cancel or terminate the order and upon its notifying in writing to the Contractor that it has so done, this Contract shall absolutely determine. The decision of the Owner in this regard shall be final and binding.	1) Bidder request GIPCL to specify events of default of Contractor leading to termination. The said clause has an open ended risk for contractor as any default can subject contractor to termination. 2) Request GIPCL to provide a cure period (minimum 30 days) for the EPC Contractor to remedy his default prior to annul, rescind, cancel or terminate the Contract.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
223	252	General terms & conditions	6.16.3	Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 24 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.	The given duration (24Hrs.) to notify the employer for any force majeure occurrence is very stringent. Request you to change the duration for minimum 7 Working Days from the occurrence of any such Force Majeure event.	Please refer Amendment
224	252	General terms & conditions	6.16.2	The term "Force Majeure" shall have herein mean riots (other than among the Contractor's employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Contractors negligence and other causes which the Contractor has no control and accepted as such by GIPCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.	1. Force Majeure definition shall include (but not limit) to the events stated in this clause and include all events beyond the reasonable control of the Contractor- pandemic, epidemic, strikes, lockouts, government orders/restrictions. Please accept. 2. Kindly delete value of 7.0 Richter Scale for earth quake as damage due to earth quake cannot be exactly scientifically linked to value of Richter Scale. 3. Also kindly include the words "Anything beyond the reasonable control of employer or contractor"	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
225	252	General terms & conditions	6.16.5	If works are suspended by Force Majeure conditions lasting for more than two (2) months, GIPCL shall have the option of cancelling this Contract in whole or part thereof, at its discretion.	Upon this termination, the contractor should be compensated for all works properly completed and for all costs reasonably incurred upon such termination such as the cancellation charges of the orders placed to the vendors/ sub contractors. Kindly accept.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
226	255	General terms & conditions	6.23.1	The Owner shall not be responsible and not liable to pay any compensation due to stoppage of work as a reaction from local public due to any undue action on the part of the Contractor causing annoyance to local people.	Bidder requests if 'Such stoppage at work, incase not attributable to Contractor, should be treated as Force Majeure'. Kindly confirm.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
227	260	General terms & conditions	6.36.1	All costs, claims, damages or expenses, which the Owner may have paid for which the Contractor is liable, will be deducted by the Owner from deposited bank guarantees or from any money due or which become due to him under this Contract or any contract are being executed elsewhere with the Owner.	Bidder request GIPCL to delete this clause.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
228	260	General terms & conditions	6.37	Terms of Payment (For 75 MW (AC) Project)	Request GIPCL to amend the payment terms as follows: Supply Payment Terms •Advance-15% interest free advance on submission of Advance BG •Dispatch of equipment-55% on pro-rata basis •Receipt of equipment at site-20% on pro-rata basis •Successful commissioning of part capacity – 7.5% •Successful completion of the facilities – 2.5% Works Payment Terms •Advance- 10% interest free advance on submission of Advance BG •On progressive & pro-rata basis after certification of engineer- 80% •Successful commissioning of project – 7.5% •Successful completion of the facilities – 2.5%	Please refer Amendment

Consolidated Response to Bidder's Queries

References:

- 1 **BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).**
- 2 **Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).**

<u>Sr No.</u>	<u>Page No.</u>	<u>Main Clause</u>	<u>Clause</u>	<u>As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)</u>	<u>Bidder's Query</u>	<u>GIPCL reply / clarifications to Pre Bid Queries</u>
229	261-262	General terms & conditions	6.37	Advance Payment (10% of Supply Price excluding taxes & duties) against (i) Acceptance of LOI (ii) Submission of Advance Bank Guarantee of equivalent amount Submission of Performance Bank Guarantee (validity of minimum 31 months) -10% of the total EPC Contract Price Amount: 10% of Supply Price excluding taxes & duties	We understood that interest free advance shall be provided for both Supply and Works portion. Kindly confirm.	Please refer tender clause No. 6.37.1 and 6.37.2. The clause is self explanatory.
230		General	General	Contractor's right to Suspend/ Termination for Employer's Event of Default	Bidder request GIPCL to add the following clause on Contractor's right to suspend/termination of employer's event of default as per standard industry practices. "Employer's Event of Default shall include: a) non-payment of invoices raised by the Contractor as per the Contract b) Insolvency and bankruptcy of the employer or application for Corporate insolvency/ liquidation process has been admitted against the employer c)prolonged delay in providing Access to Site d) court orders restraining works at Site due to employer's rights over the Site e) change of Control of the Employer's company. the contractor shall be entitled to payments towards work done till such termination, costs towards demobilisation of resources, site clearance, costs incurred as a result of early determination, release of all bank guarantees and indemnities."	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
231		General	General	Wilful Suspension & Termination Company/ Employer	Bidder request GIPCL to add the following clause on Wilful Suspension & Termination Company/ Employer: "In case the Company/ Employer suspends / terminates the contract in part or full without any default of Contractor or without any reason solely attributable to the Contractor, the Contractor shall be eligible to get extension of time and compensation for costs, as applicable, for such suspension and Termination by Employer.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
232		General	General	Variation/change of scope clause not present in tender	Please add variation/Change of scope clause as below as per standard industry practices: "Any instructions provided by the Employer to perform any additional works or decrease the quantum of works, from that which was tendered/contracted, shall entitle the Contractor for change order, with revisions in time and cost for completion." Further, GIPCL may provide clear procedure for change orders.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
233		General	General	Extension of time clause not present in tender	Bidder request GIPCL to add the following extension of time clause as per standard industry practices: "Employer will provide extenison of time along with reasonable costs for extended stay to Contractor in the event of A)Change order B)delays caused by Employer/PMC or any other third parties of the Employer C) Force majeure D) Suspension "	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.

Consolidated Response to Bidder's Queries

- References:
- 1

BID FOR DESIGN, ENGINEERING, SUPPLY & PROCUREMENT, CONSTRUCTION, ERECTION , TESTING ,COMMISSIONING, OPERATION AND MAINTENANCE OF SOLAR PHOTOVOLTAIC GRID-CONNECTED POWER PLANT OF 75MW (AC) NEAR SURAT LIGNITE POWER PLANT OF GIPCL, DIST. SURAT, GUJARAT (RFP No. GIPCL/ Solar/EPC/2022/75 MW (AC) Solar, dated 21st Jan 2022).
- 2

Pre-bid queries received during Pre-Bid Meeting on 28.01.2022 and also through various email(s).

Sr No.	Page No.	Main Clause	Clause	As per EPC Tender (GIPCL/ Solar/EPC/2022/75 MW (AC) Solar)	Bidder's Query	GIPCL reply / clarifications to Pre Bid Queries
234	270	General terms & conditions	6.47	Risk Purchase 6.47.1 If the Contractor fails, on receipt of the Lol, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GIPCL shall have the liberty to get the work done through other agency at the Contractor's own risk and additional cost if any. If the situation, so warrants, to compel GIPCL to cancel the Lol placed on the Contractor, it shall be liable to compensate the loss or damage, which GIPCL may sustain due to reasons of failure on Contractor's part to execute the work in time.	Risk Purchase shall be subject to the limit of liability under Clause 6.49 of the Contract and the costs which can be recovered shall be only the differential costs actually incurred by the Company by engaging the third party to complete the incompleated works due to default of the Contract as against the contemplated costs if the contractor had performed such incomplete works. Please accept.	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
235	278	Special terms & conditions	7.18.2	Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act,1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Contractor.	Request GIPCL to amend the clause as follows: " The Employer and Contractor hereby agree that in the event the Labour Codes, or any one or more of them, come into force after the last date of bid submission, but prior to the completion of the Contract Works; and the coming into effect of Labour Codes, or any one or more of them, causes any increase in cost for the Contractor, such increase in cost will be considered as an addition to the Contract Price and will be liable to be reimbursed by the Employer to the Contractor. "	No Change in Tender Conditions. Bidder to Comply with Tender Conditions.
236	278	Special terms & conditions	7.18.5	65% of the jobs that will be created due to the projected in the supervisory and managerial cadres and 80% of the jobs that will be created in other cadres due to the project shall be filled in by employing the local persons. The expression "local person" shall mean a person domicile in Gujarat state for a minimum period of 15 years prior to applying for employment to the Contractor.	Kindly Amend the clause as "Preference shall be given to local unemployed youth in those panchayats which comes in the vicinity. Necessary skill development facilities may be offered for development of technical and professional skills for employment in the solar project."	Please refer Amendment