



GUJARAT INDUSTRIES POWER COMPANY LIMITED

AMENDMENT / ADDENDUM / CLARIFICATION / CORRIGENDUM NO : 04

TITLE: RESPONSE TO BIDDERS QUERIES BASED ON PRE-BID MEETING HELD ON 02.03.2023 (ONLINE)

DATE OF ISSUE : 16.03.2023

TENDER NO. : GIPCL/O&M/Contractor/2 x40 MW/Charanka Solar/2023 dated 21.02.2023

N-PROCURE TENDER ID: 577741

Sr. No.	Chapter / Section No.	Clause No.	Page No.	Tender Term	Bidder's Query	GIPCL Clarification
1	2	2.2.1	26	The Gujarat Industries Power Company Limited (GIPCL) based at Vadodara in association with Vikram Solar Limited have developed 2 x 40 MW (AC) solar project at Gujarat Charanka Solar Park. There are two Solar Plants of 40 MW (AC) each.	What is the COD of Plant and is Vikram is EPC and O&M partner?	COD of Plot-1 is Oct-17 and Plot-3 is Sept-17. Contract was awarded to VSL for EPC as well as O&M.
2	4	4.12.9	48	For Bid Evaluation purpose, O&M period will be considered as 10 years. The O&M Charges quoted will remain firm throughout the contract period of ten years (5 + 5). However, O&M period will be 5 years after LOA and later GIPCL at its discretion may extend O&M period for another 5 years	Since it's dynamic in nature. Minimum YOY escalation should be permitted keeping in mind the industry practice.	Fixed escalation of 5% per year in annual O&M price is already considered.
3	4	4.17.1	50	The Successful Bidder shall submit O&M Performance Bank Guarantee of 15% of the Annual O&M Charges, within 10 days after issue of date of LOA. Validity period of BG shall be minimum 1 year and 45 days from the date of start of O&M period and to be extended minimum one month prior to end of each O&M year.	BG should be 10% of O&M charges as industry practise.	No change
4	5	5.1.2	55	Housekeeping: Housekeeping frequency and Cleaning of the plant, office building, watering of plants (maintenance and up-keeping of horticulture) on regular basis and as and when required.	Scope of water for Horticulture will be in the scope of owner or contractor?	Water supply is in the scope of GIPCL.
5	6	6.8.2	77	Two washing cycle per month i.e. first cycle in 1st fortnight and second cycle in 2nd fortnight shall be completed. For any delay in washing cycle beyond respective fortnight, Penalty of Rs.15000/- per day shall be levied to the O&M Contractor.	water for module washing is in the scope of owner or contractor? Can we deploy robotics for cleaning? If yes what will be the frequency?	Water supply is in the scope of GIPCL. However, only during scarcity/non availability of water, dry cleaning by robot or another means shall be allowed.
6	6	6.29.1	85	Jurisdiction of the said Contract shall be The Courts of District Vadodara, State of Gujarat, India	Can the jurisdiction be in New Delhi?	No Change.

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7	7	7.10.1	92	The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.	Taxes should be quoted extra as they may vary depending upon the policies. Also for calculation purpose also it's easy to quote O&M charges and applicable taxes separately.	In case of any changes in Taxes and duties , same shall be passed / recovered on actual basis. Refer Appendix -11 note point-4 (page -119).
8	-	-	-	-	Request to provide clarity on the O&M prices over the years. At one instance it is mentioned that the prices escalation will be there @5% y-o-y basis and another it is mentioned as to remain firm through the O&M period.	Please Refer Clause 4.12.8 and 4.12.9 page-48. Bidder to quote O&M charges for 1st year only. O&M charges for 2nd to 10th year will be automatically calculated with 5% escalation every year. The O&M charges for 10 years so derived will remain firm Throughout the Contract period.
9	-	-	-	-	Spare parts at Site.	Please refer clause 5.2 d) page-56. O&M Spares of capital nature shall be provided by GIPCL. List of Consumables and Tools and Tackles to be maintained by Bidder is attached as Annexure-1.
10	-	-	-	-	Status and scope of Repairs if any.	Please refer 5.1.2 Page-54. Bidder to carry out all the required Preventive Maintenance and Breakdown /repair maintenance as mentioned in the RFP.
11	-	-	-	-	Is CCTV operations / repairing is under our scope? Is warranty period for such equipment is valid?	All CCTVs are operational. Post hand over, Bidder to maintain and keep the CCTV system available.
12	6	6.1.2	75	The Contractor shall not, without GIPCL's prior written consent, make use of any document or information except for purpose of performing the Contract.	Instead of written consent, we would like to have electronic intimation.	Noted.
13	6	6.8	77	However, maximum liability shall not exceed 100% of O&M charges of the respective year.	It should be covered in liability clause of 15% . As this clause says about theft and other losses as well.	No Change.
14	-	-	-	-	Any historical ROW will in the scope of the GIPCL.	Noted.
15	-	-	-	-	Any requirement of immediate repair of major equipment/ civil shall be in whom's scope?	Joint MoM shall be prepared with the O&M Contractor before handing over the plant. Repair / Replacement of any non operating equipment/ system /pending civil works, shall be in GIPCL's Scope. Post hand over, Bidder to maintain and keep the system available.

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16	Bid Manual GIPCL	Table - B	7/134	Earnest Money Deposit (EMD) in the form of Bank Guarantee or RTGS or DD = Rs. 8,00,000/-	Kindly Relax the EMD for MSME Category. There is also a government notification from Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 regarding exemption of EMD, where it has been cited by Ministry of MSME had decided to exempt the MSME from Tender fee & EMD for registered MSMEs. Please accept	No Change.
17	Instruction to Bidders	3.1.17	28/134	The Bidder shall quote for 2 x 40 MW (AC) Solar PV Power Plant as per the terms and conditions of this Tender and evaluation shall be done based on this quoted value. However, once bidding is completed and Successful Bidder is selected thereafter all the Technical and Commercial work including but not limited to Operation and Maintenance shall be done separately by for GIPCL 40 MW Plot-1 and GIPCL 40 MW Plot-3. Further, two (2) separate Letter of Intent and O&M Order shall be issued by GIPCL and for 40 MW Plot-1 and Plot-3 Plants, the Bidder has to submit the separate Operation & Maintenance Bank Guarantee for each Plants to GIPCL	We understand that the Award of O&M Contract will be given to a single Bidder. Please clarify.	The award of O&M Contract for 2X40 MW will be given to Single Bidder.
18	Technical Criteria	3.2.2.iv	29/134	The Bidder shall furnish Plant Availability & CUF of minimum 3 no. of Solar Plants for last 3 years with Highest capacity among all O&M Contracts with Bidder. GIPCL may crosscheck/verified the data submitted by bidder at any time	IPPs/Developers typically consider CUF and Plant Availability to be confidential information and therefore do not share it. We kindly ask that you remove this clause, as there are other clauses that already require a Performance Certificate from the client	Bidder can submit the self certified data with supporting documents like SLDC State Energy Account, JMR, etc.
19	Submission of Bid	4.17.1	50/134	The Successful Bidder shall submit O&M Performance Bank Guarantee of 15% of the Annual O&M Charges, within 10 days after issue of date of LOA. Validity period of BG shall be minimum 1 year and 45 days from the date of start of O&M period and to be extended minimum one month prior to end of each O&M year.	Kindly Relax the Performance Bank Guarantee to 10% of the Annual O&M Charges, as major expenses in the O&M are recurring cost with Minimal or no margin. Request to kindly relax the same at 10% of Annual O&M Charges.	No Change.

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20	Scope of Work	5.1.2.18	55/134	Housekeeping: Housekeeping frequency and Cleaning of the plant, office building, watering of plants (maintenance and up-keeping of horticulture) on regular basis and as and when required	Kindly clarify the availability of Water at Site	Water supply is in the scope of GIPCL.
21	Scope of Work	5.1.2.6	54/134	Site Vehicles, minimum 1 number of four wheeler (utility vehicle like Mahindra Bolero, Marrazo, etc.) and minimum 1 number of two wheelers for each Plot shall be kept at Site	Can we Consider Bolero Camper	Noted. However, bidder to provide minimum no. of vehicles as per RFP terms.
22	Scope of Work	5.2.d	56/134	Regular O&M spares including capital spares shall be provided/arranged by GIPCL	Kindly Share the List of Spares which will be provided by GIPCL	Please refer clause 5.2 d) page-56. O&M Spares of capital nature shall be provided by GIPCL. List of Consumables and Tools and Tackles to be maintained by Bidder is attached as Annexure-1.
23	Scope of Work	5.3.2	57/134	Security Manpower:	Please clarify, Whether the count is including Reliever or excluding reliever.	Bidder to maintain Minimum no. of Security Man power as mentioned in the RFP.
24	Scope of Work	5.3.2	58/134	Case of theft, burglary, breach of fencing etc shall be informed to /GIPCL & Security agency shall assist GIPCL to File FIR with police as & when required	We understand that insurance has already been taken for the said plant for Theft & Burglary & will be in the scope of GIPCL. Any claims to be taken from insurance agency will be in the scope of GIPCL. O&M Contract will assist in all the documentation for claims. Please clarify.	Pilferage, theft, burglary are covered by GIPCL under IAR Insurance.
25	Penalty	6.8	77/134	The Operator shall pay to the Owner Pre-determined Mutually Agreed Compensation for reduced Man-power, Delay in PV Module Washing, Delay in Grass Cutting, Delay in PV Module Tilting, Security and Theft related problems in the following manner. However, maximum liability shall not exceed 100% of O&M charges of the respective year.	Kindly Limit the Liability to 50% of O&M Charges of the respective year. And kindly consider it at 50% of the O&M Charges Excluding Taxes & Duties.	No Change.
26	Limitation of Liability	6.36.1	89/134	The total liability of the Contractor under or in connection with this Tender and the consequent Contract shall not exceed the full O&M Contract Price inclusive of taxes and duties.		No Change.

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27	Insurance	6.12.3	80/134	Workmen compensation and/or group personal accidents Insurance policy covering all its employees and works including of the sub-contractor. Pilferage, theft, burglary also are to be covered by the O&M Contractor	Please clarify the scope of taking the Pilferage, theft, burglary Insurance	Pilferage, theft, burglary are covered by GIPCL under IAR Insurance.
28	Scope of Work	7.4.2	91/134	Scope of work/service also includes coordination and liaison with the government agency, GETCO substation, Grid authorities, handling any ROW and Local issues, all administrative work, maintaining records and submission to all concerned authorities, transport, lodging, boarding facilities for their own employees and transport arrangement for movement within plants for O&M activities, etc. in line with Terms of GIPCL RFP	We understand that any Existing ROW or Legacy Issues will be taken care by GIPCL. The Site will be handed over to the O&M Contract after clearing all the local ROW & Legacy Issues. Please clarify.	Noted
29	Scope of Work	7.14.2	94/134	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	We understand that Minimum Wages of Gujarat to be Followed. Please confirm.	Noted.
30	-	-	-	-	Kindly clarify the scope of providing internet & its charges	Internet for plant operational data to SLDC, ALDC, QCA, remote monitoring, etc & its charges is in GIPCL scope.
31	-	-	-	-	Kindly clarify the scope of Internal Road maintenance in Solar Plant premises	Please Refer 5.4 (B) -19(pg. 64).

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32	-	-	-	-	Please share following Site Details: 1) PVSyst report 2) Plant Array Layout 3) MMS Drawing Details 4) Solar Plant's DC & AC SLD 5) The actual PR value achieved year wise from COD date 6) Past 3 Year's Generation, PA, PR & CUF Data	Shall be shared with the successful bidder.
33	-	-	-	-	Is the same labours are required to be employed throughout the contract period on permanent basis. Please clarify	Please refer clause 3.4.3 page-34
34	-	-	-	-	We understand that "Machinery breakdown insurance" is in the scope of Employer Please clarify	GIPCL will take Machinery Break down Policy.
35	6	6.5.1.	76		Maintaining Registrations & Regulatory approvals and its Liaoning fee is in the scope of Employer Please clarify	O&M Contractor shall be responsible for timely completing / coordinating all statutory compliances . However all statutory fees and charges shall be paid by GIPCL.
36	-	-	-	-	We understand that charges AMC of all Equipment's will be taken by Employer Kindly clarify	Responsibilities of all routine trouble shooting and regular O&M /PM is in the scope of O&M Contractor as per clause 5.1.1(pg. 53), 5.1.2.2 (pg. 54), 5.4(pg. 58), 7.4.1(pg. 90). However in case of any requirement of Expert OEM services found necessary and appropriate by GIPCL (for reasons not attributable to poor O&M service by the Contractor) , in such cases GIPCL will borne the cost of such OEM services.
37	-	-	-	-	Warranty of respective equipment is in the scope of Employer. The O&M Contractor shall extend the technical support for Warranty claims of respective equipment at Site level. Please clarify	Warrantee claims if any, will be made by Owner (GIPCL) , however O&M Contractor shall extend technical support / documentation for such claims

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38	-	-	-	-	General - Taxes & Variation in Statutory Laws We understand that any change in Law/Statutory Laws after contract is awarded and its economic impact will be borne by Employer	Please refer Appendix-11, Schedule of Price, Note no.4, Page-119.
39	-	-	-	-	We Understand that QCA is already appointed. Please confirm whether payment to SLDC will be paid by O&M Contractor/Owner	QCA charges & DSM Penalty shall be paid by GIPCL.
40	-	-	-	-	Please Clarify, whether Module Cleaning System is available at Site or Contractor has to do Tanker Based PV Module Cleaning	Module Cleaning - Piping network already available

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41	1	Table-A	5	Last date of the physical receipt of Bid with all relevant docs- 14th March	Need 3-4 days from the date of online bidding to submit original copy	<p>Online (e-tendering) Tender/Offer submission last date {This is mandatory} : 23rd March, 2023 Time: 17:00 hours (IST) On N-Procure portal for Bid Submission</p> <p>Physical receipt of Bid with all the relevant documents last date (By RPAD or Speed Post or By Personal Messenger) {This is mandatory} : 24th March, 2023 Time: 15:00 hours (IST) Venue: GIPCL Corporate Office, Post: Ranoli - 391 350, Dist. Vadodara.</p>
42	1	Table-A	5	Date of Opening both the bids	Can you please give us a tentative idea about the dates?	No Change.
43	1	Table-A	5	-	What is the expected date of the commercial operation (COD) for O&M?	Shall be shared with the successful bidder.
44	3	3.2.3, ii	30	Average Annual turnover of the bidder in last three financial years should be not less than Rs.10 crores.	Need to reduce the TO at 3.5 crores considering the project size or JV to be permitted.	Average Annual Turnover of the Bidder in last three financial years should not be less than Rs.3.0 Crores subject to their Parent Company meet the financial criteria as per tender with undertaking to meet all financial obligation of its subsidiary company if required during O&M period.
45	1	5.1.1	52	Any damage to CIVIL/ ELECTRICAL/ MECHANICAL components of the plant is to be reworked/ replaced/ supplied without any extra cost and time by the Contractor during complete O&M period.	There should be a monitory cap/year of the contract value for the supply of materials which does not fall under IAR	Please refer clause 5.2 d) page-56. O&M Spares of capital nature shall be provided by GIPCL. List of Consumables and Tools and Tackles to be maintained by Bidder is attached as Annexure-1.
46	1	5.2.a	56	Supply of all type of consumables mentioned in the para shall be in the scope of the O&M contractor.	Only c class items, i.e. mentioned in 5.2.a shall only considered for the cost arrival	List of Consumables and Tools and Tackles to be maintained by Bidder is attached as Annexure-1.
47	1	5.2.d	56	Regular O&M spares including capital spares shall be provided/arranged by GIPCL	All the cyclic life component like UPS, Batteries needs to consider in the scope of GIPCL	Noted

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48	1	5.2.d	56	Regular O&M spares including capital spares shall be provided/arranged by GIPCL	Contradictory statement at Clause 5.4 states that the all the replacement cost of the spares by contractor (we consider the services at contractors scope & material at GIPCL scope)	Noted
49	1	5.4 D1	66	Minimum two cycles of grass cutting	Any additional cycle shall be charged extra if required.	No Change.
50	1	5.4 D2	66	Transformer Oil Top Up	It is assumed that the basic oil level is maintained before we take over	Noted.
51	1	5.4 D i	67	Seasonal Module Tilting	It is assumed that all the fasteners are in place & healthy before we take over	Noted. However, post hand over Contractor shall supply and maintain the fastners.
52	1	5.4 D ii	70	Washing of the solar modules	We assume that the water shall be available in the plant including MCS in operational condition	Noted.
53	1	E-3	72	One safety Manager shall be designated for the plant	Is this the over & above manpower on the given numbers?	Contractor should designate one employee as Safety Manager with requisite training.
54	1	6.28	85	Payment procedure	Monthly invoicing frequency assumed	Noted.
55	1	7.4	90	Contractor should maintain the Performance ratio and Plant availability	Need historical performance statistics on the plant along with the expected numbers	Shall be shared with the successful bidder.
56	1	7.4.2	91	Scope of work/service also includes coordination and liaison with the government agency	Contractor will be facilitator for the process official cost shall be at GIPCL. Assuming the documentation is clear for the previous year.	Noted.

ANNEXURE-1

LIST OF CONSUMABLE ITEMS TO BE MAINTAINED BY O&M CONTRACTOR	
Sr. No.	Particulars
1	15 A 1000 Vdc String Fuse Make : Elmex/ Eaton /Mersen
2	MC4 connectors and its accessories
3	Inverter air filter
4	Control Fuses upto 16 A
5	Power Fuses up to 63 A
6	MCBs up to 32 A
7	Silica gel
8	Teflon Washer
9	Gasket sheet
10	Panel Indicator (Red, Yellow, blue, White, Green) Lamps
11	Push buttons
12	RJ45 connectors
13	LED Tube Lights, Bulbs, Street Light Lamp, High Mast Lamp
14	Modular 6 A/ 15 A Switches & Sockets and tops
15	DM Water for Battery
16	Battery Terminal graphite/petroleum jelly
17	Battery bank link & vent plug
18	Brushes of different sizes for cleaning of Electronic components
19	PVC Insulation Tape (Red/Yellow/Blue/Black/Green) steelgrip
20	Teflon tape
21	PU form for conduit sealing
22	Water Proof Tape
23	HT Tape
24	Electrical equipment contact cleaner (CRC)
25	WD 40 Spray
26	PCB cleaning agents
27	cotton waste
28	General purpose Panel/Door Keys
29	Madarpot
30	Petrol for cleaning
31	cable tie
32	Rubber Hand Gloves (1.1. kV, 11 kV,66 kV)
33	Soldering Flux wire
34	Fastners for MMS SIZE M6, M8, M10, M12, M14 and M16, Material SS304-A2-70
35	Cable glands
36	1Core 1.5 sqmm, 2.5 sqmm PVC Flexible copper wires of each colour
37	CAT-6 ethernet cables
38	Flexible PVC hose/pipe
39	PVC Taps, PVC pipes, fittings, valves, adhesive solution, etc.
40	Ferrule printing Machine for 0.5 sqmm to 100 sqmm cable
41	Aluminium Cable tag with embossing tool
42	All Toiletries and House Keeping essentials

Note: Any shortage of items mounted on Panels/Switch board/MMS/lighting, etc during joint inspection before take over by successful O&M Contractor will be in GIPCL scope.

LIST OF TOOLS AND TACKLES TO BE MAINTAINED BY O&M CONTRACTOR

Sr. No.	Particulars
1	Digital Multimeter
2	DC clamp meter
3	Insulation Resistane Measurement Kit up to 5 kV
4	Mechanical Tool Kit
5	Electrical tool kit
6	Cable Fault Locator
7	Crimping tool up to 630 sqmm cable
8	Portable Drill Machine
9	Hacksaw with Blades
10	Specific Gravity Meter
11	Earthing Rods for switchyard
12	Blowers
13	Vaccum Cleaners
14	Cable Cutter