

5 MW GRID INTERACTIVE SOLAR PV POWER PROJECT AT MONARCHAK WEST TRIPURA, INDIA
PRE BID QUERIES of prospective bidder and Clarification / Replies of NEEPCO

| SL NO | DOUMENT | CL/PAGE NO | CLAUSE | L & T ' S QUEIRES | NEEPCO's Reply |
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| 1 | ITB,Vol-1 ,Sec - II | CL .No :20 Page ;No26 | "The successful Bidder shall submit a comprehensive list of all the goods to be imported into India under the Contract to enable the Purchaser to obtain the import license with endorsement of Project imports for availing concessional rate of Customs and Import duties, if any. Additional liability of Customs and Import duties or penalty thereon, due to any discrepancy in the said list of goods or due to any other lapse of the Contractor in this regard, shall be to the account of the Contractor." | Tender document doesn't talk about getting exemption on Excise duty or MNRE Exempetions, please clarify it can be proceessed. | |
| 2 | GTC,Vol-1 ,Sec-III, Part-A | Cl.No: 33.10Page .No:36 | "The Contractor should warrant for each block the output of Solar Module(s) for at least 90% of its actual capacity or requisite capacity (whichever is lower) after initial 10 years & 80% of its actual capacity or requisite capacity (whichever is lower) after 25 years from the completion of Performance Guarantee Tests." | We request NEEPCO to change this clause as "The Contractor should warrant for each block the output of Solar Module(s) for at least 90% of its actual capacity or requisite capacity (whichever is lower) for the initial 10 years & 80% of its actual capacity or requisite capacity (whichever is lower) for the remaining years limited to 25 years from the completion of Performance Guarantee Tests. | |
| 3 | GTC,Vol-1 ,Sec-III, Part-A & ITB,Vol-1 ,Sec - II | CL.No:33.10 Page .No:36 & CL.No:22.1.1 Page.No: 29 | "If the contractor fails to achieve guaranteed annual energy of 8.322 MU (19% CUF) in the first year, for the reasons attributable to the contractor, penalty will be levied at the rate of Rs.215.8 (Rupees two hundred, fifteen and eight paisa) only per KWH for the shortfall in energy from the guaranteed value." AND | There is a discrepancy between the amount mentioned in words & Digits...Kindly clarify.. | |

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| | | | <p>To bring the bidders satisfying the technical & commercial requirements at par during evaluation , loading at the rate of INR 107.9 (Rupees One hundred seven and nine paisa) only per KWH (Kilo Watt Hour) for equating the guaranteed output offered from the Solar Power Plant with respect to the minimum annual power generation of 8.322 MU as base. (Clause No.17.0 of Vol-2, Part –I, General Tech. Information)</p> | | |
| 4 | GTC, Vol-1 ,Sec-III, Part-A / | CL.No:34 & 33.10 Page.No: 36 | <p>"If the contractor fails to achieve guaranteed annual energy of 8.322 MU (19% CUF) in the first year, for the reasons attributable to the contractor, penalty will be levied at the rate of Rs.215.8 (Rupees two hundred, fifteen and eight paisa) only per KWH for the shortfall in energy from the guaranteed value AND If, Module(s) fail(s) to exhibit such output at the end of 10 years, the Contractor will either Compensate the Purchaser with an amount equivalent to the loss of revenue from the 11th to 25th year which shall be calculated based on Net Present Value of amount of loss of revenue from 11th to 25th year discounted at the rate of Purchaser's cost of capital.</p> | <p>It is well understood from the tender documents clause 34.0 ,the LD rate @215.8 Rs/KWH is computed based Net generation value, however it is again insisted to compensate because of such performance, please clarify this dual penalty clause</p> | |
| 5 | General | | | <p>Kindly specify the value of Non- Judicial stamp paper on which the EMD bank guarantee shall be executed.</p> | |
| 6 | General | | | <p>Is High sea sale transactions for importing equipments are possible under this contract....?</p> | |
| 7 | General | | | <p>We understood from the Tender documents as EPC bidder we can make a collaboration with a module manufacturer who are from out side the country, please confirm</p> | |

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| 8 | General | | | Please confirm whether an EPC bidder can team up with more than one Module Manufacturer as associate to participate in the tender. Please confirm whether one Module manufacturer can make associate with Multiple bidders on the same tender. | |
| 9 | General | | | Can a Module manufacturer be a bidder directly to NEEPCO and at the same time sign a deed for associate with other EPC bidder. Please confirm | |
| 10 | General | | CVs of Key personnel | As a standard document, we would like to submit the Data Sheet 4A in our format. We request you to confirm the same. | |
| 11 | General | | Payment Terms and Mode of Payment | Please provide the details of NEEPCO E-payment procedures and methods, we would like also clarify whether any LC will be opened on name of Contractor, if so please confirm. | |
| 12 | GTC / Vol I/Sec III / Part -B | CL.No: 3.2 Page.No: 4 | "All registration, permission, inspection, rights etc required for the execution of the Contract shall be arranged by the Contractor at his own cost" | What all are the permits & Approvals need to be taken by contractor..?? Kindly elaborate. | |
| 13 | ITB,Vol-1 ,Sec - II | CL.No: 11.2 Page.No:14 | "The Bid Guarantee shall be made payable without any condition to the Purchaser. The Bid Guarantee shall be valid for a minimum period of 240 (Two Hundred and Forty) days and 04(four) weeks thereafter from the date set for opening of Bids." | Do we need to extend the EMD validity ,If the date of opening of the bid is extended..? | |
| 14 | GTC / Vol I/Sec III / Part -A | CL.No :2.4 Page.No: 7 | Order of Priority | What does the Contract data means in Order of Priority ?, Please clarify | |
| 15 | GTC / Vol I/Sec III / Part -B | Cl.No : 20.2 Pge.No :15 | On completion of inspection, checking and after the pre-commissioning tests are satisfactorily over, the complete equipment shall be placed on initial operation of 1 (one) month or as directed by | Initial operation shall be clarified/declared better, request you to please revise the clause | |

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| | | | the Engineer-in-charge, | | |
| 16 | GTC / Vol I/Sec III / Part -A | CL.NO : 9.0 Page .No:12 | Time-The Essence of Contract | We would like add one more clause under Time as below Any contractor delay or contractor failure to meet the milestone agreed by the parties in the contract caused by Employer/Engineer In Charge failure for acquiring/providing legal& Physical possession of site & Right of access to site will be liability of Owner and the contract shall be entitled to request abd extension of delayed time | |
| 17 | GTC / Vol I/Sec III / Part -B | CL.No : 34 Page.No: 23 | No extension of completion time shall be granted on account of heavy monsoon | We request NEEPCO to evaluate a period of extension of time after taking into consideration the nature of the work delays and practicability of its execution during the period of extension since this condition may fall into 'floods', 'unusually severe weather' as given in clause 41.3 Force Majeure | |
| 18 | ITB / Vol I/Sec II | CL.No : 18.7 Page.No: 25 | The rates quoted by the Bidders for Construction Works shall be inclusive of forest royalty, monopoly tax, mahal charges, Octroi, Work Contract Tax (wherever applicable), | Please clarify these taxes and its implications in the contract. | |
| 19 | NIB | CL.No :1.6 Page.No:4 | "They shall submit at least 3 (three) copies of their completed audited Annual Reports for the last 3 (three) years" | Since the bid document shall be submitted in 3 copies , we understand that along with each bid copy only one copy of the audited financial annual reports for the last three years have to be attached. | |
| 20 | General | | Corrigendum No :2 | It is observed that the submission date is extended to 02.01.13, please confirm when the Bid shall be opened | |
| 21 | ITB / Vol I/Sec II | CL.No :22.2.2 Page.No: 30 | Deviations from or objections or reservations to critical provisions such as those concerning performance security, warranty, force majeure, payment terms, completion time, | As acceptability / non acceptability of the deviation from the General Terms and Conditions, Technical Specifications and the Bid Drawings, as contained in the Bid | |

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| | | | applicable law and taxes & duties will be deemed to be a material deviation | documents, shall be judged by the Purchaser, we request you to consider these deviations are not liable for bid rejection rather it can be evaluated by the Purchaser We also observed there is a deviation schedule in bid document which can be furnished and submitted by Bidder, please clarify the necessity of it. | |
| | ITB / Vol I/Sec II /22.2 | CL.No :9 Page.No: 37 | All Bidders are cautioned that Bids containing any deviation from the basic parameters in respect of General Terms and Conditions, Technical Specification and the Bid Drawings, as contained in the Bid documents, are liable for rejection. | | |
| 22 | GTC / Vol I/Sec III / Part A | CL.No : 33.3 Page.No:35 | In the event of emergency where, in the judgment of the Engineer-in-charge, delay would cause serious loss or damage, repairs, replacement, rectification, adjustment etc. may be done by the Engineer-in-charge or by any other Agency chosen by the Engineer-in-charge at the cost of the Contractor and without any advance notice to the Contractor. | We request NEEPCO to revise this clause as the Contractor will be notified with an advance notice in case of other Agency chosen by Engineer-in-charge | |
| 23 | GTC / Vol I/Sec III / Part A | CL.NO :42.1.2 Page No: 40 | Payments for foreign currency portion of the Contract Price will be made in US Dollar, Japanese Yen, Swiss Francs, Euro etc. whichever is applicable. The Indian Rupee portion of the Contract Price stated in the Contractor's Bid will be paid in Indian Rupees. | We observed the given two clauses are inconsistent, please re confirm the clauses | |
| 24 | ITB / Vol I/Sec II | CL.NO :13.17(a) Page No: 19 | Unless otherwise provided, all reference of sums of money shall refer to Indian Currency and all payments by the Corporation under the Contract shall be made in Indian Currency. | | |
| 25 | GTC / Vol I/Sec III / Part A | CL.NO : 48.4 Page No:47 | If any equipment that fails more than 2 (two) times during Warranty Period, such defective equipment/components/p | We request NEEPCO to revise or omit this clause as Defective equipments shall be repaired or replaced | |

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| | | | arts/sub parts shall be replaced. However, defective electric motors shall be replaced and not repaired. | depends on the defect and condition of the equipment installed at site. | |
| 26 | GTC / Vol I/Sec III / Part A | CL.NO : 55.2 Page No: 50 | In the event of the Contractor not being able to supply the materials / equipments or carry out the work and services in accordance with the terms of the Contract, the Purchaser shall have the right to recover any payments made from the Contractor and or from his assets etc., | Please clarify the word 'asset' referred here. | |
| 27 | GTC / Vol I/Sec III / Part B | CL.NO : 14.1 Page No:11 | Facilities to be provided by the Contractor ..These tools and tackles shall not be removed from the site without the written permission of the Engineer-in-Charge. | This clause talks about removal of Tools&Tackles from Site, we feel we would not require Employer consent for reasons attribute to our own concern. Hence we request you to remove this clause. | |
| 28 | General | | | Please suggest the expected of date of award of contract in order to evaluate the working conditions on monsoon periods | |
| 29 | General | | | Is there any clauses for Changes in Taxes/duties and Laws, please advise. | |
| 30 | GTC / Vol I/Sec III / Part A | CL.No : 17 Page No:23 | "The Purchaser reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under the Clause entitled "Contractor's Default". The Purchaser, shall, in such an event, give 15(fifteen) days notice in writing to the Contractor of his decision to do so." | The employer shall return the original Bank Guarantees submitted under the contract and also return the indeminty bond subject to the contractor and refund unadjusted advance amounts . | |
| 31 | GTC / Vol I/Sec III / Part A | CL.No : 17 Page No:23 | Termination | We would like add one more clause under Termination as " Termination by Contractor" which can be further read as below a) if the Employer has failed to pay the contractor any sum due under the contract within specified period, has failed to approve any invoice without just cause pursuant to Payment Terms of the contract aggreement, the contractor may give a notice to the | |

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| | | | | <p>employer that requires payment of such sum, requires approval of such invoice or supporting documents, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give it reason for withholding such approval within 14 days after receipt of Contractor notice or</p> <p>b) the contractor is unable to carry out any of its obligations under the contract for any reason attributable to Employer</p> | |
| 32 | GCC/Vol - I / Sec-III / Part -B | CL.No : 2.1 Page No :3 | <p>"The Corporation will provide at the work sites the Right-of-Way for permanent works or installations, the site for Contractor's colony, ditches and Right-of-Way for access thereto over routes established by the Engineer-in-charge. The Contractor will be permitted to use such right exclusively for execution of the Contract. The Contractor shall supply to the Corporation, after the award of the Contract, the exact details of the land required by him for the work at the sites."</p> | <p>We understood from the bid documents, all Right of Way works will be taken care by NEEPCO. Please confirm</p> | |
| 33 | GCC/Vol - I / Sec-III / Part -B | CL.No : 25 Page No :19 | <p>"The Contractor shall obtain all risk insurance policies adequately covering the total risk of transportation of the materials and equipment to be supplied by him under the Contract, and will obtain Storage-cum-Erection policy for the materials and equipment to be erected by him under the Contract, in the joint names of the Purchaser and the Contractor, and to be kept valid till the plant and equipment is taken over by the Owner"</p> | <p>We understand that NEEPCO will take care of the insurance requirements of the plant during the O & M period .Kindly confirm Please provide force majeure conditions for O&M</p> | |
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| 34 | ----- | Single line diagram | Intermediate 11kV voltage system in between inverter generated voltage and 33kV power evacuation system. | We propose to step up the inverter output AC voltage directly to 33kV by using 33kV inverter transformers, 33kV indoor switchboard and two pole outdoor structure. This arrangement will avoid 11kV switchboard, 33kV switchyard and power evacuation transformer. Kindly confirm. | Refer minutes of Pre-Bid Meeting dtd. 20-12-12 |
| 35 | Vol-2, Part-II, section-III | Cl.No.1.2, page No.4 | Inverter transformer neutral earthing & vector group | Inverter duty transformer neutral shall not be earthed(floating neutral) as per Inverter manufacture recommendation and solidly/resistance earthing is not advisable. System is unearthed and Earth fault protection will be covered through Neutral displacement relay in HT swgr. Also inverter transformer vector group shall be confirmed as per the inverter manufacturer recommendation. | Neutral Earthing and Vector grouping shall be as per System Requirement. |
| 36 | ----- | Single line diagram | Inverter Transformer rating & LT panel for block-5 | The LT panel No.5 used for connecting inverter No.9 will be a single standalone panel (without busbar arrangement) and rating of inverter transformer -5 shall be 630kVA. Kindly confirm. | Refer minutes of Pre-Bid Meeting dtd. 20-12-12 |
| 37 | ----- | Single line diagram | Accuracy class of CT & PT in HT switchboard | If individual inverter block generation has to be monitored in 33kV level, the accuracy class of CT, PT and meters has to be better than the class indicated in the SLD. Kindly confirm. | Agreed |

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| 38 | Vol-2, Part-I | Cl.No.8, Page No.6 | Synchronisation shall be done at LT as well as 11kV level | Synchronisation & grid islanding shall be done by the inverter. No synchronisation facility shall be provided in LT & HT switchgear. | Agreed |
| 39 | Vol-2, Part-II, section-IV | Datasheet, Page No.14 | Short time rating of 11kV switchgear | Short time rating has been indicated as 12.5kA for 3 sec. which seems to be too low. Kindly confirm. | |
| 40 | Vol-2, Part-II, Section-XI | Cl.No.1, Page No.2 | Separate bay shall be provided in the 11kV switchgear to meet the illumination requirement. The illumination system should have changeover facility to station auxiliary power. One line of 415V from TGBP project shall be kept for emergency services. | As per the SLD only one auxiliary transformer (Rating 250kVA) has been indicated, no feeder has been shown for lighting transformer in 11kV switchboard. Details of emergency supply shall be furnished, also confirm the required arrangement for auxiliary & illumination system. | Refer minutes of Pre-Bid Meeting dtd. 20-12-12 |
| 41 | Volume -3 | Cl.2.04, Page No.4 | Quantity of 33kV LA | Quantity of LA has been indicated as 4 Nos in the BOQ, but as per SLD 12 Nos are required. Kindly confirm. | Refer revised SLD |
| 42 | Vol-2, Part-II, section-V | Cl.No.3 vi, Page No.3 | Short time rating of 33kV system | Short time rating has been indicated as 12.5kA for 3 sec. which seems to be too low. Kindly confirm. | 40kA for 1 Sec |
| 43 | Vol-2, Part-II, sec-II / Vol-3 | Cl.No.5.04, page no.3 / Cl.No.2.12 page no.7 | Transmission line distance | Distance between proposed 33kV switchyard and substation has been indicated as 1km in some places in specification and 6 km in one place. Kindly confirm the exact transmission line distance. | 1km (approx) 33kV Line |
| 44 | Vol-2, Part-II, sec-IV | Cl.No.Xxii, Page No.4 | Proper interlocking scheme shall be envisaged for operation of incoming and bus coupler breakers through source undervoltage relay contacts and breaker position contacts. | Switchboard will be provided without buscoupler as per the SLD. Kindly confirm. | Refer revised SLD |

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| 45 | Vol-2, part-II, sec-VI | Cl.No.1.01, page no.2 | 11kV cable will be unearthed grade suitable for use in medium resistance earthed system | Earthed 11kV cable, suitable for solidly earthed system will be provided. |
| 46 | Vol-2, part-II, sec-VI | Cl.No.1.03, page no.2 | 4 Sq.mm copper conductor cables will be used for CT circuits. | Cable size shall be selected ensuring the total loop burden across the CT is less than the selected burden of CT. |
| 47 | Vol-2, part-II, sec-II | Cl.No.11.05, page no.10 | LT cable be of copper only. | Copper cable will be provided for cross section less than 10 Sq.mm. Above 10 Sq.mm aluminum cable shall be provided. |
| 48 | Volume-2,Part-II, Section-II | Cl.No.6.03,Page no.5. | All arrays/rows of modules shall have sufficient number of water points, sufficient number of hose pipes of required length, nozzles and pumps shall be provided for water cleaning system. | Portable Water for module cleaning is required. Please clarify whether GMR will supply water if we don't get required quality water from Borewell. |

Refer minutes of
Pre-Bid Meeting
dtd. 20-12-12

As per
Specification

As per
Specification

As per
Specification