

**Clarifications (SECI/ SD/ 2/ NIT/ 2015/A&B/ CIL2x100/Clarifications - 01)**

**NIT: SECI/ SD/ 2/ NIT/ 2015/A&B/ CIL2x100: 2 x 100MW Solar PV Power Plant (Pre - bid date: 23.12.2015)**

S. No.	Section	Clause	Description as per Tender	Queries	SECI
<b>Techno-Commercial</b>					
1	SECTION-I (IFB)	Clause No.2.1/ Page No. 3 of 9	Identification & procurement of suitable and sufficient land for the development of  (100MW DCR) for Package A and 100MW (100MW DCR) for package-B, Solar PV Power Plant in the state of Madhya Pradesh, Registration of land in the name of Coal India Limited or its designated subsidiaries, Design, Engineering, Procurement & Supply, Packing & Forwarding, Transportation, Unloading, Storage at site, Site development, Construction, Erection & Installation of equipment, Testing & commissioning along with associated transmission system at 132kV or 220kV (as the case may be depending upon the location of site identified by bidder) upto nearest substation of CTU/STU including Right of Way and comprehensive O&M for 10 (Ten) years thereafter of the said 100MW (100MW DCR) Solar PV Power Plants in the state of Madhya Pradesh. The selected bidder has to demonstrate assured performance of the Plant as specified in the bidding documents.	Though the bidder shall identify the land as per tender requirements and make the arrangements for procurement Of the required land, we request SECI to limit the scope of bidder only as land procurement facilitator where as land related agreements and payment for land shall be directly done between the Employer and land owners. As per payment terms of Procurement of land and Supply of Plant & Equipment, land procurement payment will be made only after completion of various stages of the project. We request SECI to consider 100% payment of land price directly to the land owners while registering the land in the name of Employer.  Since 10 years is a very long term, instead of having such a long O&M period, we request SECI to reduce the period to 5 year from plant commissioning. If required, the O&M period can be extended by another five years based on mutual agreement at the completion of first five year O&M period. Please accept.	As per Tender Document Original bid conditions will prevail.  As per Tender Document Original bid conditions will prevail
2	SECTION-I (IFB)	Clause No.3.3.2/Page No. 5 of 9	Bid processing fee of INR Rs. 2,29,000/- (Rupees Two Lac Twenty Nine Thousand only) inclusive of Service Tax in form of DD drawn in favour of "Solar Energy Corporation of India" payable at New Delhi for each package	Requesting employer to clarify, Whether Bid processing fee needs to paid separately for both the packages i.e. Two separate DD's each of an amount INR (Rs. 2,29,000/-) ? Or One single DD of an amount INR (Rs. 4,58,000/-)	This INR price 2,29,000 is for one PACKAGE only.
3	SECTION-I (IFB)	Clause No.4.2.2/Page No. 6 of 9	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 Joint Meter report of the reference plant for preceding 3 months from date of opening of techno commercial bid opening.	Joint meter reports are available with developers only, generally developers will not share the Joint meter reports with EPC contractors due to confidentiality. As its difficult to collect it from developers, requesting SECI to waive off the Join Meter report document requirement. Instead of Joint meter report bidder can arrange for performance certificate/ commissioning certificate to ensure that plant is commissioned and working successfully.	As per Tender Document Original bid conditions will prevail
4	Clause Page no.6 & 6	Section No. 1: IFB	4.1.2. JV of Companies as bidder is also allowed for meeting technical / financial requirements. 4.4 In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, they must meet the following requirements: i) The lead partner of the JV shall meet 100% of Technical Experience criteria given at para 4.2.1 above.	As per clause no 4.1.2 we understand that The JV partner are jointly allowed to meet the technical and financial criteria. Kindly confirm. In clause no 4.4 tender is asking for 100 % technical experience shall require from lead bidder in the case of Joint Venture bidding. Both clause 4.1.2 and 4.4 are conflict kindly clarify the same.	As per Tender Document Original bid conditions will prevail, In clause 4.1.2 the only mention JV of company is allowed but Clause 4.4 mention the conditions of JV company.
5	Clause Page No. 6	Section No. 1: IFB	4.2.1 The bidder should have designed, supplied, erected/supervised, erection and commissioned/supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plants of the following cumulative capacity :-  For Package A 50 MWp or above, For Package B 50 MWp or above.  Out of which at least two plants should have been for 10 MWp capacity or above for each package. The reference two plants of 10 MWp or above capacity must have been in successful operation for at least Six Months prior to the scheduled date of techno-commercial bid opening.	Solar as a sector is still in its nascent phases and hence in order to promote fair competition within the sector, the clause for two 10 MWp operational plants at least six months prior to the scheduled date of techno-commercial opening of bid may kindly be considered for omission. The cumulative capacity of 50 MWp for either of the packages shall prevail.	As per Amendment-1
6	Section 1: Invitation for Bids (IFB)		Technical Eligibility Criteria: 4.2.1. The bidder should have designed, supplied, erected/supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plant(s) of following cumulative installed capacity: For Package-A: 50MW or above	Please specify the location of installation of specified capacity, is it to be in India only or can be abroad also	It's a globally competative bidding so Installation in both condition are aplicable.

			For Package B 50 MWp or above.		
7	Section I IFB	Clause 4.3.3 7 of 9	4.3.3. The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth along with Bank Statements for the purpose of verification.	Bidder understands that the mentioned bank statements are bank certificates, kindly clarify.	Complete BANK STATEMENT.
8	Section I: Invitation for Bids (IFB)		<p>One of the Technical Qualification criteria (4.2 Technical Eligibility Criteria) is that bidders should have a minimum cumulative installed capacity of solar PV of 50 MW and two projects of at least 10 MW.</p> <p>This criterion would effectively prevent other players in the Renewable sectors like Wind, Biomass, etc from participating in this tender unless &amp; until they have prior experience in Solar.</p> <p>When NTPC started the bidding process for Solar, they also had similar restrictions. However based on our &amp; other stakeholder representations, they have since modified the Prior experience requirement to include not just Renewables but also Power/ Steel/ Oil and Gas/ Petro-chemical/ Fertilizer and/ or any other Process industry. Their current eligibility criterion (ANNEXURE 1) is enclosed for your reference.</p> <p>At a time when the country wants to increase the solar installations by over 20 times of existing 5 GW, such restrictions would restrict competition and could lead to higher prices.</p> <p>We, therefore request you to favorably consider our representation and modify the Technical Qualification Criteria in line with NTPC, so that better competition and larger number of established players have an opportunity to participate in your development &amp; sustainability initiatives.</p>		As per Amendment-1
9	Section No. 1 - IFB	Clause 3.3.1 Page 5 of 9		We request you to reduce the EMD amount to 6 crore for each package.	As per Tender Document Original bid conditions will prevail
10	Section No. 1 - IFB	Clause 3.2 IFB, Page 5 of 9		We request you to extend the timelines for bid submission as 8th January is too close to arrange the land for the project.	Already Extended
11	Section No. 1 - IFB	Clause 4.1.1 Page 6 of 9		In case of foreign bidders, is there a mandatory requirement of having local assignee? If so then please elaborate on the qualification criteria of the assignee.	As per Tender Document Original bid conditions will prevail
12	Section No. 1 - IFB	Clause 4.3, Page 7 of 9		<p>we would like to request for amendment in the requirement of Net-worth as:</p> <ul style="list-style-type: none"> <li>• A minimum Net-worth of Rs. 200 Crores</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Net-worth to be more than paid-up share capital and the same should be allowed to meet with the help of bidder's direct parent company's financials.</li> </ul>	As per Tender Document Original bid conditions will prevail
13	Section No. 1 - IFB	Clause 4.3, Page 8 of 9		<p>We propose that the definition of Paid up share capital and in turn Net-worth should include redeemable preferential shares particularly in the cases where the same are issued to the parent company.</p> <p>We would like to submit that in case of joint ventures, the criteria mentioned under clause 4.3.4 should be allowed to be met by either partner or jointly by both the partners so that two partners (one with technical credentials and other with financial credential ) can bid for the project.</p> <p>We request that the Contractor to be allowed to set up 100 MW plant at four locations provided minimum plant size is 25 MW capacity or above.</p>	<p>As per Tender Document Original bid conditions will prevail</p> <p>As per Amendment-1</p> <p>As per Tender Document Original bid conditions will prevail</p>
14	Section No. 1 - IFB	Clause 4.2 Page No. 6 of 9		In this regard, we wish to bring to your attention that We, the Prospective Bidder, have already executed Solar Power projects totalling 165 MW as on date and shall submit our credentials as per requirement, during Bid submission.	As per Amendment-1

15	Section No. 1-IFB	Clause 4.3 Page No. 7 of 9	Financial Eligibility Criteria states that :	we request you for incorporating the following additional provisions in the NIT, enabling us and many more Bidders to participate in this Bid and also let the SECI & CIL be benefitted by more competition, resulting in better costs.	
			4.3.1. The minimum average annual turnover of the Bidder in the preceding three (3) financial years as on the date of Technical bid opening, shall be following:	Kindly allow Consortium also for Bidding, wherein the Bid Bond shall be submitted by Lead Member of the Consortium.	JV of Company is Allow as Per Tender Document.
				Kindly allow us to use our Current Years Unaudited accounts as on 31st December 2015 to be used for calculation of qualifying requirements for fulfillment of 4.3 Financial Eligibility Criteria	As per Tender Document Original bid conditions will prevail
			For Package-A: INR 220 Crores (Indian Rupees Two Hundred Twenty Crores only)		
			For Package-B: INR 220 Crores (Indian Rupees Two Hundred Twenty Crores only)		
			or in equivalent foreign currency (Bills Clearing (B.C.) Selling Market Rate of Exchange (MRE) of the foreign currency as established by State Bank of India, prevalent as on 30 days prior to the date set for bid opening).	We, the prospective Bidder, is a Solar EPC company, having completed 165 MW Projects in India and 3rd largest Solar EPC Company in India.	As per Amendment-1
			&	A Buyer's Credit facility is available on all Module imports and to avail the benefit of Buyer's Credit, the Billing of Modules is directly done by Foreign Manufacturer to Project	
			4.4 In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, they must meet the following requirements:	Most of the Capacities installed in solar industry has come up recently in last 1-2 years only, therefore very few companies will be able to meet the turnover requirements to become eligible for the bidding.	JV of Company Condition as per Tender Document
			i) The lead partner of the JV shall meet 100% of Technical Experience criteria given at para 4.2.1 above.		
			ii) The Lead Partner shall meet, not less than 40% of the Financial Position minimum criteria given at para 4.3.1 above.	We request your esteemed organization to modify the conditions to enable us as well as many other bidders to participate in this bid and also let your organization be benefitted through more competitive bidding.	
	iii) Each of the other Partner(s) individually shall meet not less than 25% of the Financial Position minimum criteria given at para 4.3.1 above.				
	iv) all the partners of Joint Venture shall meet collectively the requirement of para 4.3.1 above.				
	Note: (i) Joint Venture is required to submit Bid Bond in the name of Joint Venture only.				
16	IFB	Technical Eligibility Criterion : 4.2.1 : Page 6 of 9 :		We understand that the said works are for SPV Plant and require an adequate experience(50 MW) in the same line , however there should be some provision for new entrants in Solar EPC vertical having adequate experience in Electrical EPC/ Sub- Station/ Transmission & Distribution.	As per Amendment-1
			We request you to expand the vertical in such a way that other companies too can be a part of the Project.		
17	IFB	Technical Eligibility Criterion: 4.4.1 : Page 8 of 9 :		The Points says that the lead partner should fulfill 100 % of the technical criterion, which leaves little scope for other EPC entrants to Lead and Bid the tender even after getting into JV with a company fulfilling the OR.	As per Amendment-1
			We request you to kindly revise the same to JV , as we intend to participate as Lead Bidder with our other bidder fulfilling the minimum OR required as per the tender.		
18	IFB	1.2 Project	Bank guarantee against Mobilization Advance - The Contractor shall furnish within 10 days from the date of issue of Letter of Intent (LOI), an unconditional and irrevocable bank guarantee against mobilization advance, which is interest bearing, the Rate of interest being the SBI base rates prevailing on the 7th day prior to the Date of opening of Techno-commercial Bids, as per Format attached and which shall be i. For 10% respectively for supply contract, erection contract and civil works contract individually. ii. Valid for 15 months from the date of issue of LOI.	Request to provide interest free mobilization advance.	As per Amendment-1
19	IFB	1.2 Project	Last date and time for Submission of Bids: 08.01.2016 at 1430 hrs	Requesting to extend the time of submission to bids till 15/02/2016	Already Extended

20	ITB	4.1.2 General	JV of Companies as bidder is also allowed for meeting technical/financial requirements	Requesting to allow consortium type of bidding by which individual members will have their share in the contract as under: a) Individual contract value, b) Submit individual BG's for their respective share of contract, c) Jointly and severally responsible for the execution of the contract.	JV of Company is Allowed
21	ITB	4.3.4 Financial Eligibility Criteria	The Net worth of the Bidder as on the last day of the preceeding financial year shall not be less than total paid-up share capital	Requesting to replace clause as "The Net Worth of the Bidder shall not be less than paid-up share capital as on June 2015	As per Amendment-1
22	ITB		1. "The Net Worth of the Bidder as on the last day of the preceding financial year shall not be less than total paid-up share capital".	2. With respect to the above, we would like to submit that following Net-worth criteria is generaliv followed by some of the other government companies / undertakings for similar work; A positive Net-worth; and Net-worth as 75% percentage of share capital OR Net-worth of bidder's holding company being not less than its total paid up sh e capital. As an example, we would like to bring to your notice about the recent bid by NTPC for MVV project in Open category which specified the Net-worth requirement higher than paid-up share capital but with the support of holding company. Similar criteria was mentioned in the RFQ floated by NTPC for MW project in Madhya Pradesh for which financial bid is yet to be opened. Another recent example which we would like to cite in support of the above is the MW solar project in open category in Andhra Pradesh wherein, APGENCO another state government company, has specified the Net-worth requirement of the bidder as 25% of its paid-up share capital. We would also like to bring to your notice that the tender issued by SEC! on behalf of IREDA for 50 MW project in Kerala had the stringent financial criteria similar to that of the referenced tender document due to which not much EPC players could participate in the bidding process resulting into much limited competition there. Amendment request - In view of all the above, we would like to request for amendment in the requirement of Net-worth as: • A minimum Net-worth of Rs. 200 Crores OR • Net-worth to be more than paid-up share capital and the same should be allowed to meet with the help of bidder's direct parent company's financials.	As per Amendment-1
23			2. Definition of Paid up Share Capital:	With respect to the definition of Paid up share capital, the same is silent about the inclusion of redeemable preferential shares. Redeemable preferential shares should be considered as long term liability just like equity, more particular in cases where the redeemable preferential shares are issued to the parent company and the money is infused to run the business smoothly. Again as an example NTPC does not differentiate Paid up share capital on these grounds and considered redeemable shares within the paid up share capital and in turn in the Net-worth of the bidder	As per Tender Document Original bid conditions will prevail
			' Paid up share capital will include	Therefore we request you for the following amendment to the definition of Paid up share capital.	
			Paid up equity share capital	Amendment request — The Paid up share capital and in turn Net-worth should include redeemable preferential shares particularly in the cases where the same are issued to the parent company.	
			Fully, compulsorily and mandatorily convertible preferential shares		
			Fully, compulsorily and mandatorily convertible Debentures		

24	ITB	Clause 4.3.4		<p>In case of bidder as Joint Venture (JV) of two or more firms as partners, we would like to bring to your notice that the referenced tender document is not clear about meeting the Financial EC with respect to clause 4.3.4. Therefore we seek your clarification on the same and propose to include the below criteria.</p>	
				<p>Amendment request - We would like to submit that in case of joint ventures, the criteria mentioned under clause 4.3.4 should be allowed to be met by either partner or jointly by both the partners so that two partners (one with technical credentials and other with financial credential ) can bid for the project.</p>	As per Tender Document Original bid conditions will prevail
25	ITB	Clause 4.2	<p>Technical Eligibility Criterion : 4.2.1 : Page 6 of 9 :</p>	<p>4.2.1 (a) The bidder should have executed in the last ten (10) years an industrial project either as developer or as EPC Contractor in the area of power/ steel/ oil and gas/ petrochemical/fertilizer and/ or any other process industry, of a value of Rs. 240 Crore or more in a single project or work respectively and the same should be in successful operation for at least one (1) year prior to the date of techno-commercial bid opening.</p> <p>AND</p> <p>4.2.1 (b) The bidder should have executed at least one (1) Electrical Sub-station of 33 kV or above voltage level, consisting of equipment such as 33kV or above voltage level circuit breakers, HT cables &amp; terminations and Power transformer, either as developer or as EPC Contractor which should be in successful operation for at least one (1) year prior to the date of techno-commercial bid opening.</p> <p>The works referred to at clause 1.3 (a) &amp; 1.3 (b) can be same or different projects.</p> <p>Note- Same above clause has been approved and accepted by NTPC for its 260 MW (4 X 65 MW) tender - EPC Basis with DCR modules in state of Rajasthan and 250 MW (5X50 MW) tender – EPC Basis with DCR Modules in state of Madhya Pradesh.</p>	As per Amendment-1
26	IFB		<p>To Extend Bid Opening</p>	<p>As per the schedule the submission of this bid is on January 8, 2016. However we require extension of bid submission dates due to Christmas and New Year holidays, there are continuous holidays on the 25th, 26th and 27th of December 2015 and 1st, 2nd and 3rd of January 2016. We require you to extend the bid submission date by 14 days so that we also become ready with all the bidding documents. Thus, it is our humble request that you kindly postpone the bid submission date by 14 days and propose for 22nd January, 2016 as the revised schedule. This shall enable us to craft a quality proposal basis these amendments.</p>	Already Bid Opening Extended
27	ITB	Clause 4.2	<p>This has reference to the above captioned RfS. we wish to highlight that, as per clause no 4.2.1 Technical Eligibility Criteria, The Bidder should have designed, supplied, erected/supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plant(s) of following cumulative installed capacity: For Package-A: 50MWp or above For Package-B: 50MWp or above Out of which at least two plants should have been of 10MWp capacity or above, for each package. The reference two plants of 10MWp or above capacity must have been in successful operation for at least Six months prior to the scheduled date of techno-commercial bid opening.</p>	<p>We wish to inform you that, Adani Group is the largest private power generator in India having installed and operational capacity of 10,480 MVV, with a plan to commission 20,000 MW by 2020. We have world class project execution capabilities which, includes building large-scale green-field assets including ports, thermal power plants, and solar plant of - 40MWp and about 850 MWp solar projects under execution, Adani is also setting up 1000 MMJ Solar Cells and Module Manufacturing plant in Mundra, Gujarat. The entire Solar Generation project execution and development is being done by Adani Group itself leveraging its project execution capabilities. It is noteworthy that one 40 MWp Solar Plant was the largest solar plant went commissioned. Above eligibility criteria is prohibiting major players who are willing to enter into EPC business. This restriction will reduce the competition significantly.</p>	As per Amendment-1
28	IFB	2.2.7-1 – IFB (4 of 9)	<p>Design and implementation of plant string level monitoring scheme with compatible software, hardware and cabling for accessing the SCADA data remotely at a location in SECI, New Delhi</p>	<p>If we use Y connector then it is not possible for each string monitoring, we can propose dual string monitoring..pls confirm it.</p>	As per Tender Document Original bid conditions will prevail

29	SECTION-II (ITB)	Clause No. 1.2.1 table [Page No. 6	Performance bank guarantee for EPC Contract and Operation & Maintenance:	As per the tender the Contractor shall submit Performance Bank Guarantee (PBG) for 5% of the contract value valid for 5 years and Performance Bank Guarantee for 2% of the contract	As per Tender Document Original bid conditions will prevail
30	SECTION-II (ITB)	Clause No.2.1.6/Page No.	It is mandatory for every bidder to submit their bid online. However, the bidder must also submit all the requisite original bid documents in hard form to the address	As per the referred clause, we understand that only Bid Security, Transaction Fee (DD)) and Pass phrase documents need to be submitted in Hard Form in Envelope-I. Requestin you to	As per Amendment-1
31	SECTION-II (ITB)	Clause No.2.1.9/Page No. 10 of 33	The Bidder shall submit the duly signed and stamped 'Bid document' as token of acceptance along with the other prescribed documents. Bids received without the prescribed Bid document and not complying with the terms and conditions of bidding documents shall be ignored.	Requesting SECI to clarify whether duly signed and stamped tender document or Bid document need to be submitted?. Also clarify this Bid document need to be submitted online or hard form?	As per Amendment-01
32	SECTION-II (ITB)	Clause No.2.8/Page No. 11 of 33	All the Bidders are requested to mention the name of their authorized representative, if any, with full address in the Bid. Power of attorney (PoA) and Board resolution in the prescribed Format shall be submitted along with the bid.	As per the referred clause, Bidder agrees to provide POA in prescribed format and where as Board resolution can not provided in the requested format. We request employer to accept our standard board resolution and please waive off the project specific board resolution clause.	All the Bidders are requested to mention the name of their authorized representative, if any, with full address in the Bid. Power of attorney (PoA)/ Board Resolution (BR), as applicable, in the prescribed Format shall be submitted along with the bid. In case of board resolution, there is no prescribed format. However, the Board resolution should clearly indicate the authorization of the person. Appendix-16 is for Board resolution
33	SECPION-II (ITB)	Clause No.3.4.1 /Page No. 17 of	Single Stage-Two Envelope Bidding procedure shall be followed through e-tendering for the subject package as under:	We request employer to clarify, if bidder wants to submit bid for both the packages then. i). How to upload bid documents for each package online?	When submit the Bid Mention for PACKAGE-A AND PACKAGE-B on Envelop Separately for Offline submission of Document. In online
34	SECTION-II (ITB)	Clause No.3.4.5/Page No. 19 of 33	(i) The outer/ common envelope shall clearly bear the following identification: <b>"Bid Documents for setting up of 100 MW (AC) for Package-A And 100 MW(AC) for Package-B Grid connected Solar PV Power Plant in the state of Madhya Pradesh on Turnkey basis"</b>	We request employer to clarify, if bidder wants to submit bid for only one package still the identification shall be as <b>"Bid Documents for setting up of 100 MW (AC) for Package-A And 100 MW(AC) for Package-B Grid connected Solar PV Power Plant in the state of Madhya Pradesh on Turnkey basis"</b> and accordingly same for other envelopes.	As per S.No.-33 of this Amendment-1
35	SECTION-II (ITB)	Clause No.3.4.3/Page No. 19 of 33	Envelope — II: Price Bid It contains only price bid in the prescribed format mentioned at Appendix 5: Format for Financial Proposal under Section VI — Forms and formats. The bid shall	We understand that the price bid shall be submitted only in Online. Hence the Envelope-II will not be applicable for hard form document submission. Please confirm.	As per Amendment-1 (ANNEXURE-II)
36	SECTION-II (OTB)	Clause No.3.4.5/Page No. 19 & 20 of 33	(i) The outer/ common envelope shall clearly bear the following identification: <b>"Bid Documents for setting up of 100 MW (AC) for Package-A And 100 MW(AC) for Package-B Grid connected Solar PV Power Plant in the state of Madhya Pradesh on Turnkey basis"</b> (ii) Cover-I / Envelope -I shall bear the following identification: <b>"Cover-I / Envelope-I: Techno — Commercial Bid for 100 MW (AC) for Package-A And 100 MW(AC) for Package-B Grid connected Solar PV Power Plant in the state of Madhya Pradesh on Turnkey basis"</b> (i) Cover —II / Envelope -II shall bear the following identification: <b>"Cover-II / Envelope-II: Price Bid for 100 MW (AC) for Package-A And 100 MW(AC) for Package-B Grid connected Solar PV Power Plant in the state of Madhya Pradesh on Turnkey basis"</b>	We understand that the price bid shall be submitted only in Online. Hence the Envelope-II will not be applicable for hard form document submission. Please confirm.	As per Amendment-1 (ANNEXURE-II)
37	Section II (ITB)	Clause 1.2.1 Page No. 5 of 32	ii. The Contractor shall furnish within 14 days from the date of issue of Operational Acceptance, an unconditional and irrevocable bank guarantee for due Performance as per Format attached and which shall be for 5% of the total Contract Value (i.e., total sum of all the supply contract, erection contract and civil works contract) and valid for 60 months from the date of Operational Acceptance.	SECI will have PBG of 10% for 90 days beyond DLP (12months) from LoI date i.e. 30 months (15 + 12 +3), as performance guarantee for said project, in parallel bidder shall have to submit 5% of BG for total contract value after OA (which is at 15 + 1 month), which is making duplication of BG's during same duration of next 14months. Bidder requests submission of 5% BG to be after 16th month against return of 10% PBG submitted at the time of LoI.  Also after 16th month the 5% BG shall be of O&M value only rather than total contract price, kindly accept our proposal.	As per Amendment-1
38	Section II (ITB)	Clause 1.2.1 Page No. 5 of 32	iii. The Contractor shall furnish within 14 days prior to the date of expiry of the bank guarantee mentioned at (ii) above, an unconditional and irrevocable bank guarantee for due Performance as per Format attached and which shall be for 2% of the total Contract Value (i.e., total sum of all the supply contract, erection contract and civil works contract) and valid for 60 months from the date of expiry of bank guarantee mentioned at (ii).	Bidder requests to keep 2% BG (for 6th to 10th year) value only for O&M value rather than total contract price, kindly accept our proposal.	As per Tender Document Original bid conditions will prevail

39	Section II ITB	Clause 1.2.1 Page No. 5 of 32	The Contractor shall furnish within 10 days from the date of issue of Letter of Intent (LOI), an unconditional and irrevocable bank guarantee against mobilization advance, which is interest bearing, the Rate of interest being the SBI base rates prevailing on the 7th day prior to the Date of opening of Techno-commercial Bids, as per Format attached and which shall be i. For 10% respectively for supply contract, erection contract and civil works contract individually. ii. Valid for 15 months from the date of issue of LOI.	Bidder request the bank guarantee on mobilization advance shall be interest free, kindly accept our proposal	As per Amendment-1
40	Section II of ITB and Section VI of Forms and Formats	Clause 3.9.8 Page No. 21 of 32 Point- b and Appendix 3 Page No. 8 of 19	NPV of annual O&M Price exclusive of taxes quoted for 10 (ten) years as given in Appendix 3: Bid Evaluation criteria. <b>And</b> Net Present Value (NPV) of O&M Contract Price including taxes for ten years to be calculated at a Discount rate of 10.81 % p.a.	There is conflict in both clauses, kindly clarify whether bidder has to consider NPV of O&M contract value inclusive or exclusive of taxes quoted for 10 years, kindly clarify.	As per Amendmant-1 the NPV of O And M contract value inclusive of taxes quoted for 10 years.
41	Section No. II - ITB	Clause 3.20, Page 29 of 32		Will there be two reverse auction to be held separately for each package?	e-revertse auction shall take place seperately for each Packages at defferent time schedule.
42	Section No. II - ITB	Clause:1.2.1 ITB Page 5 of 33		PBG of 5% and 2% of the overall contract value is asked for 5 years and then 5 years respectively post operational acceptance. This is hitting the margins of the EPC contractor without giving any additional benefit to the Employer. Can this PBG be restricted to the O&M contract value instead of overall contract value.	As per Amendment-1
43	2.11-II – ITB (14 of 33)		A third party inspection agency (“Third Party Inspectors” or “TPI”) may be appointed by the Employer, at its sole discretion, to conduct any kind of inspection regarding procurement	Pls mention the which material will be inspected,If all materal inspect then time delayed due inspect will affect the project completion time ,so there should some time relaxation for delayed in inspection.	As per Tender Document Original bid conditions will prevail
44					
45	SECTION-111 (GCC)	Clause No.29.4/Page No. 36 of 51	In the event of the Employer requiring any variations; reasonable and proper notice shall be given to the Contractor as well, to enable it to make arrangements accordingly, and in cases where goods or materials are already prepared/ procured, or any designs, drawings or patterns made or work done that require to be altered, a reasonable sum in respect thereof shall be allowed by the Employer	Requesting employer to modify this clause as below: In the event of the Employer requiring any variations; reasonable and proper notice shall be given to the Contractor as well, to enable it to make arrangements accordingly, and in cases where goods or materials are already prepared/ procured, or any designs, drawings or patterns made or work done that require to be altered, <u>the actual cost incurred by the contractor including overheads and profit in respect thereof shall be paid by the Employer.</u>	As per Tender Document Original bid conditions will prevail
46	SECTION-111 (GCC)	Clause No.29.2/Page No. 36 of 51	If any suggested variations would, in the opinion of the Contractor, if carried out would prevent it from fulfilling any of its obligations or guarantees under the Contract, it shall notify the Employer thereof in writing and the Employer shall decide forthwith whether or not the same shall be carried out and if Employer confirms its instruction, the Contractor shall carryout the work as per the instructions.	If any variations impacts completion schedule, the Employer shall provide time extension for completing the project to the extent such variations affected completion schedule.	As per Tender Document Original bid conditions will prevail
47	SECTION-111 (GCC)	Clause No.38.8/Page No. 43 of 51	The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to insure its men and materials utilized by it under the Contract,	We request employer to consider 100% of payment for the works completed till the occurrence of Force Majeure event, if the contract is cancelled due to force majeure. During the O&M period if the generation is affected due to force majeure, then the target generation shall be adjusted considering the number of days affected due to force majeure.	As per Tender Document Original bid conditions will prevail
48	SECTION-111 (GCC)	Clause No.53/Page No. 49 of 51	If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, 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, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the Performance of any of its obligations	For EPC Contractors most of the supply items are bought out items, Hence we request employer to consider Change in Law provision for Bought out items also Please accept.	As per Tender Document Original bid conditions will prevail

			under the Contract. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor /assignee of Foreign Contractor (if applicable). This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and shall also not be applicable on bought out items dispatched directly from sub-vendor works to site. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.		
49	SECTION-111 (GCC)	Clause No.48.3/Page No. 46 of 51	The mechanical structures, electrical works and overall workmanship of the grid connected solar power plant must be warranted for a minimum of 10 years.	The referred clauses are contradict to each other, requesting employer to modify.	The mechanical structures, electrical works and overall workmanship of the grid connected solar power plant must be warranted for a minimum of 10 years.
	SECTION-V (Technical specifications)	Clause No. 12.3/Page No. 122 of 129	The mechanical structures, electrical works and overall workmanship of the grid connected solar power plant must be warranted for a minimum of 5 years.		
50	SECTION-111 (GCC)	Clause No.48.1 /Page No. 46 of 51	PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25	Requesting employer to clarify when is the Commencement of the Module warranty period.	As per Tender Document when the Bidder provide Bidder's detailed Warranty / Guarantee certificate.
51	SECTION-111 (GCC)	Clause No.41/Page No. 44 of 51	Any hazardous material used during construction or used as part of the plant has to be taken back by the supplier for recycling or dumping purpose after its operating / working life, so that it may not affect the environment or any living being. Bidder(s) have to comply with Rajasthan State Pollution Board regulation.	Requesting employer to modify as Madhya Pradesh State pollution board regulation.	As per Amendment-1
52	SECTION-111 (GCC)	Clause No.48.3/Page No. 45 of 51	The mechanical structures, electrical works and overall workmanship of the grid connected solar power plant must be warranted for a minimum of 10 years.	Except the PV modules, for most of the critical equipment o the solar power plant, the manufacturers can provide warranty for maximum 5 years from the date Of supply. Hence it is difficult for the EPC contractor to provide warranty for entire solar power plant components for 10 years. We request SECI to reduce the warranty period to years from the date of commissioning. Please accept it.	Warranty for 10 years as per GCC
53	SECTION-111 (GCC)	Clause No.6.1.5/Page No. 12 of 51	The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Employer or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Employer and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.	As per the law either party can give notice of intention to commence arbitration within 3 years. Request SECI to change the referred clause accordingly.	As per Tender Document Original bid conditions will prevail
54	SECTION-111 (GCC)	Clause No.6.1.6 Page No.12 of 51	Should the Adjudicator resign or prolonged absence from work assigned due to unforeseen circumstances, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. Failing agreement between the two within twenty eight (28) days, the new Adjudicator shall be appointed at the request of either party or by the Appointing Authority specified in SCC. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between the Employer and the Contractor.	We request SECI to change the referred clause as below: Should the Adjudicator resign or prolonged absence from work assigned due to unforeseen circumstances, or should the Employer and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. Failing agreement between the two within twenty eight (28) days, the new Adjudicator shall be appointed at the request of either party or as per the Arbitration and Conciliation Act, 1996. The adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as adjudicator under the contract. This cost shall be divided equally between the Employer and the Contractor.	As per Tender Document Original bid conditions will prevail
56	SECTION-111 (GCC)	Clause No.6.2.4.1/Page No. 13 of 51	The Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator designated in the SCC	We request SECI to change the referred clause as below: The Employer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed as per the Arbitration and Conciliation Act, 1996. Please Accept.	As per Tender Document Original bid conditions will prevail



57	SECTION-III (GCC)	Clause No. 12.2.1/Page No. 18 of 51	The Contractor shall, if required, within 10 (ten) days from the date of Issue of LOI, provide a Bank Guarantee in an amount equal to the advance mobilization payment calculated in accordance with ITB Clause 1.2.1 of this NIT, and in the currency mentioned in ITB Clause 2.9.2, with an initial validity of up to Fifteen months from the date of issue of LOI for the Facilities in accordance with GCC Clause 26. However, in case of delay in completion of facilities under the package, the validity of the security shall be extended by the period of such delay.	We request SECI to change the referred clause as below; However, in case of delay in completion of facilities for the reasons attributable to Contractor under the package, the validity of the security shall be extended by the period of such delay.	As per Tender Document Original bid conditions will prevail
58	SECTION - III (GCC)	Clause No.12.3.1/Page No. 18 of 51	The Contractor shall, within fourteen (14) days of the issue of LOI, provide Bank Guarantee (s) for the due Performance of the Contract for an amount and validity mentioned under ITB Clause 1.2.1. However, in case of delay in demonstration of the Performance Test (PR test) and Operational Acceptance, the validity of all the contract Performance Bank Guarantees shall be extended by the period of such delay plus ninety days	We request SECI to modify the referred clause as below: However, in case of delay in demonstration of the Performance Test (PR test) and Operational Acceptance for the reasons attributable to Contractor, the validity of all the contract Performance Bank Guarantees shall be extended by the period Of such delay plus ninety days	As per Tender Document Original bid conditions will prevail
59	SECTION-111 (GCC)	Clause No. 14.1 No.  20 of 51	The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Employer shall however be free to reproduce all drawings, documents, specification and other material furnished to the Employer for the purpose of the contract including, if required, for operation and maintenance of the facilities.	In many places of NIT document, the words defined in its "Definition" are not with first letter in capital. Eg. contract and facilities in this referred clause. We request employer to replace the words contract and facilities with Contract and Facilities.	As per Amendment-1
60	SECTION-111 (GCC)	Clause No. 15.3/Page No. 21 of 51	15.3 The obligation of a party under GCC Sub-Clauses 15.1 and 15.2 above, however, shall not apply to that information which 15.4 Now or hereafter enters the public domain through no fault of that party 15.5 Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto. 15.6 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.	We request employer to modify the referred clause as below. 15.3 The obligation of a party under GCC Sub-Clauses 15.1 and 15.2 above, however, shall not apply to that information which a. Now or hereafter enters the public domain through no fault of that party b.Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto. c.Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. d.Independent developed by either party.	As per Tender Document Original bid conditions will prevail
61	SECTION-111 (GCC)	Clause No.29/Page No. 36 of 51	Power to vary or Omit Work	We request SECI to replace the word "work" and "variation" With "Work" and "Variations" wherever required..	
62	SECTION-111 (GCC)	Clause No.29.4/Page No. 36 of 51	In the event of the Employer requiring any variations; reasonable and proper notice shall be given to the Contractor as well, to enable it to make arrangements accordingly, and in cases where goods or materials are already prepared/ procured, or any designs, drawings or patterns made or work done that require to be altered, a reasonable sum in respect thereof shall be allowed by the Employer.	We request SECI to modify the referred clause as below: In the event of the Employer requiring any variations; reasonable and proper notice shall be given to -the Contractor as well, to enable it to make arrangements accordingly, and in cases where goods or materials are already prepared/ procured, or any designs, drawings or patterns made or work done that require to be altered a reasonable sum equal to cost incurred by Contractor including profit or mutually agreed amount in respect thereof shall be allowed by the Employer.	As per Tender Document Original bid conditions will prevail
63	SECTION-111 (GCC)	Clause No.34.2/Page No. 38 of 51	In case the Contractor fails to achieve successful commissioning of plant by the due date indicated in schedule, the Employer shall levy Liquidated Damages on the Contractor at the rate of 0.10% per day of the value of the remaining work for first sixty days (The value of remaining work shall be consider based on difference between the total contract price and Bills Submitted for Payment by the Bidder). For next fifty days of delay in successful commissioning of plant, Liquidated Damages @ 0.10% per day of the Total Contract value shall be applicable. However, total amount on account of LD shall be maximum of 5% (five percent) Of the total contract value.	We request SECI to modify the referred clause as below: In case the Contractor fails to achieve successful commissioning of plant for the reasons attributed to Contractor by the due date indicated in schedule, the Employer shall levy Liquidated Damages on the Contractor at the rate of 0.10% per day of the value of the remaining work for first sixty days(The value of remaining work shall be consider based on difference between the total contract price and Bills Submitted for Payment by the Bidder). For next fifty days of delay in successful commissioning of plant, Liquidated Damages@ 10%. per day of the Total Contract value shall be applicable. However, total amount on account of LD shall be maximum of 5% (five percent) of the total contract value.	As per Tender Document Original bid conditions will prevail

64	SECTION-111 (GCC)	Clause No.35.2/Page No. 38 of 51	If it shall appear to the Project Manager that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contractor are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the Project Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Project Manager in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contracts. The decisions of the Project Manager in this regard shall be final and binding.	We request SECI to modify the referred clause as below: If supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contractor are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the Project Manager or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within 30 days or within mutually agreed period, the Project Manager may on expiry of notice period rectify or remove and re-execute te the time or remove and replace with others, the materials	As per Tender Document Original bid conditions will prevail
65	SECTION-111 (GCC)	Clause No.35.11/Page No. 40 of 51	If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Employer may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which the Employer may have against the Contractor in respect of such defects.	We request SECI to modify the referred clause as below: If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a mutually agreed time (which shall in no event be considered to be less than seven (7) days), the Employer may, following a notice to the Contractor, proceed to do such work, and the costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which the Employer may have against the Contractor in respect of such defects.	As per Tender Document Original bid conditions will prevail
66	SECTION-111 (CCC)	Clause No.35.13/Page No. 40 of 51	In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time. Such obligation shall be in addition to the defect liability specified under Clause 35.2.	We request SECI to reframe the clause as its not clear.	As per Tender Document Original bid conditions will prevail
67	SECTION-III (GCC)	Clause No.36.1/Page No. 40 of 51	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 the Employer 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	We request SECI to modify the referred clause as below: If the Contractor fails to deliver or execute any or all of the goods due to the reasons attributable to Contractor within the time period(s) under the Contract or any extension thereof granted by the Employer 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	As per Tender Document Original bid conditions will prevail
68	SECTION-III (GCC)	Clause No.37.1 /Page No. 41 of 51	In case of non-Performance, in any form or change of the covenant and conditions of the Contract by the Contractor, Employer 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 Employer in this regard shall be final and binding.	We request SECI to modify the referred clause as below: In case of non-Performance due to reasons attributable to Contractor, in any form or change of the covenant and conditions Of the Contract by the Contractor, Employer 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.	As per Tender Document Original bid conditions will prevail
69	SECTION-III (GCC)	Clause No.54 (Page No. 49 of 51	54.1 The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the Performance of any of its obligations under the Contract by reason of any of the following:	We request SECI to modify the referred clause as below: 54.1 The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the Performance of any of its obligations under the Contract by reason of any of the following:	As As per Tender Document Original bid conditions will prevail
			54.1.1 Any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure), unforeseen/ differed site conditions as provided in GCC Clause 52 (Unforeseen/ differed site Conditions).	54.1.1 Any Occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure), unforeseen/ differed site conditions as provided in GCC Clause 52 (Unforeseen/ differed site Conditions).	
			54.1.2 Any changes in laws and regulations as provided in GCC Clause 53 (Change in Laws and Regulations) or by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.	54.1.2 Any changes in laws and regulations as provided in GCC Clause 53 (Change in Laws and Regulations) or by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.	
			54.1.3. For the delays attributed to Employer.	54.1.3. For the delays attributed to Employer.	
70	Section III GCC	Clause 39.1 Page No. 43 of 51	During the Contract period, i.e., during Construction and O&M, all insurance related expenses shall be borne by the Contractor. The goods supplied under the Contract	The insurance of the assets during O&M period is on customer name so the permium shall be in customer scope, as the asset belongs to customer, request to kindly provide clarity on	As per Tender Document Original bid conditions will prevail
71	Section III GCC	Clause 13.5 and	Service Tax, if any, shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer.	With reference to SECI Amendment -02 for tender SECI/SD/1/NIT/2015/IREDA50, same shall be incorporated for this tender by releasing amendment for this clause.	As per Amendment-1
		Clause 13.7	Any new tax introduced or revision in respective applicable tax rates after the date of techno-commercial bid opening, shall be paid/reimbursed by the employer subject to submission of requisite documentary evidence by the bidder. <b>However, any variation in Service Tax and Work Contract Tax shall not be payable.</b>		

72	Section III GCC	Clause 53 Page No. 48 of 51	If, after the date seven (7) days prior to the date of Bid submission, in the country where the Site is located, 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, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion 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. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor/assignee of Foreign Contractor (if applicable). This adjustment shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and shall also not be applicable on bought out items dispatched directly from sub- vendor works to site. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.	Bidder request SECI to kindly provide clarity on direct transaction. For bidder all items are bought only. Is high sea sail or EICI allowed in this case and if yes, then in that case the transaction again will be brought out only.  Also, with the current news of GST equivalent to 17-18% avg. can get imlement by the government in next financial year, this will bring scenario of tax change, what will be SECI stand for this change in tax for the current contracts in pipeline which will get allocated before that implementation, kindly provide clarity.	As per Tender Document Original bid conditions will prevail
73	Section No. III - GCC	Clause:47 Page 45 of 51		The process of adjustment of LDs is not mentioned. For example it is not clear if generation LD will be adjusted every year from the O&M contract payment or would it be one time for the complete O&M period on estimation basis based on first year PLF demonstration.	LD will be adust every year from O & M Contract price and BG
74	Section No. III - GCC	Clause: 48 Page 45 of 51		Under whose scope is to bear the cost of extension of warranty of various componenets beyond the standard manufacturers warranty period. We request that Employer should bear this cost.	As per Tender Document Original bid conditions will prevail
75	GCC - III Clause 8.5	16 of 51	MNRE Exemption Exemption as per GOI orders can be availed	Will Coal India Ltd will issue MNRe exemption certificates for excise and customs and will provide the authorisation and documents for availing the certificates on their behalf.	It is Bidder responsibility to avail exemption etc. However, SECI/CIL shall provide requisite support.
76	48.3-III – GCC (46 of 51)		The mechanical structures, electrical works and overall workmanship of the grid connected solar power plant must be warranted for a minimum of 10 years	As per industry practice the warranty for workmanship of the plant is for one year i.e. the Defect Liability period. Request to accept the same.	
77	SECTION-111 (GCC)	Clause No.48.1/Page No. 46 of 51	PV modules used in grid connected solar power plants must be warranted for peak output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.	As per PV Module warranty 10% degradation is allowed for 1st 10 years, but whereas as per CUF guarantee only O. 7% degradation per year is allowed from 2nd year to till 10th year i.e. $9 \times 0.7\% = 6.3\%$ , which is contradicting to PV Module Warranty. We request emmployer to consider 3% degradation during first year and 0.78% degradation per year from 2nd year to 10th year, which will be equal to 10% module degradation $1 \times 3\% + 0.78\% \times 9 = 10\%$ .	As per Tender Document Original bid conditions will prevail
	SECTION-VI (Forms and Formats)	Clause No.21 / Page No. 6 of 128	We agree to guarantee following minimum Plant Performance parameters:  Performance Ratio (PR) not less than 0.78 at the time of Operational Acceptance and plant Capacity Utilization Factor (CUF) not less than 18% at the end of first year from the date of Commissioning and further 0.7% degradation in module output for successive years form second year onwards for remaining O&M period.	Please accept.	As per Amendment-1
78	SECTION-IV (SCC)	Clause No.7.8/Page No. 5 of 16	Bidders are expected to make their own study of solar radiation profile and other related parameters of the area & make sound commercial judgment about the Performance Ratio and CUF. It shall be the responsibility of the Bidder to access the Corresponding solar insolation values and related factors of solar plant along with expected grid availability. The Bidder should access all related factors about the selected Site for the Project before giving commitments of PR and CUF of the proposed Project	Its not possible for EPC contractor to predict/ estimate the expected grid availability for 10 years of CUF gurantee period, Hence requesting employer to remove grid availability from bidder's scope. If there is any short fall in CUF due to grid unavailability, the guranteed CUF shall be adjusted considering the duration of grid unavailability. Please accept.	Non Availability of grid shall be consider in CUF calculation
79	SECTION-IV (SCC)	Clause No.8/Page No. 5 of 16	The time lines for execution of the contract is (15) Fifteen Months from the date of award of LOI/ NTP and as per the indicative milestones mentioned below	The time lines for execution of the contract shall be from the date of award of contract instead of LOI date. Please accept,	As per Tender Document Original bid conditions will prevail

80	SECTION-IV (SCC)	Clause No. 14.3 (V)/Page No. 10 of 16	Contract Value (CV): The firm sum quoted by the Successful Bidder in its Financial Proposal is the Sum of individual contract values for supply, erection and civil works under different work order packages as mentioned below: a. Supply Contract Value: Total value mentioned against the Supply package mentioned at SCC clause 14.1.1 and Bill of Quantities. b. Erection Contract Value: Total value mentioned under the Erection Testing and commissioning works package mentioned at SCC clause 14.1.2 and Bill of Quantities. c. Civil Contract Value: Total value mentioned under the Civil and allied works package mentioned at SCC Clause 14.1.3 and Bill of quantities. d. O&M Contract Value: Total value mentioned under the Operation & Maintenance works mentioned at SCC clause 14.1.4 and Bill of Quantities	Please clarify, total contract value includes O&M Contract value too??	As per Tender Document all contracts value are mention.
81	SECTION-IV (SCC)	Clause No.26.3/Page No. 13 of 16	26.3. The Contractor will construct/ provide a temporary facility/ arrangement at site or otherwise for the office of Employer's employee/ consultant at the time of construction of the Solar Power Plant. All the temporary facilities constructed for the purpose of execution of the contract shall be removed after taking necessary permissions from the Employer immediately after Operational Acceptance.	Please provide details regarding size of the temporary facility and numbers to be provided by contractor for the office of Employer's employee/ consultant at the time of construction of the Solar Power Plant.	One no. temporary site office shall be design for five no. of person with following facilities: i) Adequate storage space ii) Small Pantery iii) Wash room with one EWC and One set of Urinals, Washpasen and water cooler.
82	SECTION-IV (SCC)	Clause No.26.2/Page No. 13 of 16	The Contractor shall continue to provide all the monitoring services, licenses, software, access to all information (real-time or stored) that were being used during the to the Employer.	Please clarify , What is the meaning for monitoring services, The contractor is not responsible to provide any services after completion of his O&M Period. Please confirm.	As per Tender Document it is during in the O And M
83	SECTION-IV (SCC)	Clause No.25.4/Page No. 13 of 16	In case the Project fails to generate any power continuously for 1 month any time during the O&M period, apart from the force majeure and grid outages as certified by competent authority from STU / CTU, it shall be considered as "an event of default". In the case of default the entire Bank Guarantee will be encashed	If the plant fails to generate guaranteed power output/CUF(%) any period of time during the period due to force majeure and or grid outages, then the performance short fall LD for CUF(%) shall not be imposed on contractor. Requestin employer to accept	LD for CUF will not be leived incase of force meajure and grid non Availability condition.
84	SECTION-IV (SCC)	Clause No.25.3/Page No. 13 of 16	Liquidity Damages for during O&M period shall be charged at a rate of: Difference in units derived from committed and achieved CUF x Rs. 6.5; for period after commissioning till the O&M contract closure. The CUF shall be evaluated as per the formula mentioned at Clause 7 of TS of this NIT.	There is no maximum limit mentioned for the performance shortfall LD applicable for shortfall in PR and CUF. We request SECI to consider 5% as the maximum limit for the performance shortfall LD.	As per Tender Document Original bid conditions will prevail
85	SECTION-IV (SCC)	Clause No.25.2/Page No. 12 of 16	In case of any defect in the system after commissioning, the Contractor shall repair it within 48 hours. Otherwise LD shall be charged for shortfall in generated units beyond 48 hours as per Tariff derived in SCC Clause 25.3, and the same shall be deducted from their payments due / Bank guarantee submitted to the Employer.	If the defect is major or any of the components need to be replaced, it is impossible for the EPC contractor to arrange it within 48 hours or mutually agreed time based on serverity of the repair. Hence we request SECI to modify accordingly. Please accept.	As per Amendment-1
86	Section IV SCC	Clause 14.1.1 (Pont (iv)) Page	5% of the total price of land & supplies of Plant and Equipment shall be paid on demonstration of CUF for the successful first year of operation.	Bidder requests the said 5% payment shall be released against bank guarantee of equivalent amount, kindly accept our proposal.	As per Tender Document Original bid conditions will prevail
87	Section IV SCC	Clause 14.1.1 (Pont (iv)) Page	5% of the total price of Erection, Testing and Commissioning shall be paid on demonstration of CUF for the successful first year of operation.	Bidder requests the said 5% payment shall be released against bank guarantee of equivalent amount, kindly accept our proposal.	As per Tender Document Original bid conditions will prevail
88	Section IV SCC	Clause 14.1.1 (Pont (iv)) Page	5% of the total price of Civil Works shall be paid on demonstration of CUF for the successful first year of operation.	Bidder requests the said 5% payment shall be released against bank guarantee of equivalent amount, kindly accept our proposal.	As per Tender Document Original bid conditions will prevail
89	Section IV SCC	Clause 25.2 Page No. 13 of 16	In case of any defect in the system after commissioning, the Contractor shall repair it within 48 hours. Otherwise LD shall be charged for shortfall in generated units beyond	Bidder request to clarify whether maximum cap for this LD will be same LD which is for generation shortfall, kindly clarify	Yes LD in this event shall be for short fall of generation only
90	Section IV SCC	Clause 25.3 Page No. 13 of 16	Liquidity Damages during O&M period shall be charged at a rate of: Difference in units derived from committed and achieved CUF x Rs. 6.5; for period after commissioning till the O&M contract closure. The CUF shall be evaluated as per the formula mentioned at Clause 7 of TS of this NIT	No maximum cap is mentioned for this LD. Bidder requests to keep the maximum cap to 5% of the O&M value.  Whether the LD in case of shortfall in CUF will be every year basis, kindly clarify	As per Tender Document Original bid conditions will prevail
91	Section IV SCC	Clause 25.4 Page No. 13 of 16	In case the Project fails to generate any power continuously for 1 month any time during the O&M period, apart from the force majeure and grid outages as certified by competent authority from STU/ CTU, it shall be considered as "an event of default". In the case of default the entire O&M Bank Guarantee will be encashed	Bidder request to clarify that in case this situation arises in 3rd year then 5% of O&M BG shall get encashed and if this happens in 6th year then 2% of O&M BG shall get encashed, kindly provide clarity on this understanding	As per Amendment-1

92	Section No. IV - SCC	Clause 8, Page 6/16		We request you to increase the overall timelines for executing the project as 9 months (after excluding 6 months for land arrangement) is too short to commission the DCR based project and also transmission line availability for such a large project may require enhancement of grid capacity.	As per Tender Document Original bid conditions will prevail
93	Section No. IV - SCC	Clause 8, Page 6 of 16		Provided commissioning & operational acceptance dates (445 days and 455 days) are not confirming to the required PR test procedure of 30 days. Please clarify. We also request you to include grid synchronisation period within the timelines.	As per Tender Document Original bid conditions will prevail
94	Section No. IV - SCC	Clause 14.7 for Invoices of Bids, Page 10/16		Please clarify the time required by Employer to process the invoices.	The Payment against the Invoice would be made within 30 days after duly certification of the Invoice.
95	Section No. IV - SCC	Clause:14.6.1 Page 10 of 16		We also request you to have a provision of Letter of Credit for making all the payments to the contractor.	As per Tender Document Original bid conditions will prevail
96	14.1.1 of SCC Section - IV	7 of 16	Payments Terms Last 5% payment on supply is after 1st year of operation after demonstration of CUF	Request to release last 5% payment against supply after 30 days of Operational Acceptance or Release 30% payment against Operational Acceptance instead of 25%  Also requesting for the below mentioned payment terms: 10% advance against ABG, 60% against despatch, 20% pro rata against receipt of material at site, and 10% after 30 days of commissioning on submission of PBG for performance security	As per Tender Document Original bid conditions will prevail
98	14.3 of SCC Section - IV	9 of 16	Employer: Coal India Ltd is the Employer/Consignee	Kindly clarify the Employer for bidder will be SECI or Coal India Ltd. Kindly clarify who will be the authority for making payment & issuing of C Form	SECI will execute the project behalf of COAL INDIA LIMITED, COAL INDIA LIMITED issuing C form.
99	7.8 -IV - SCC		7.8. Bidders are expected to make their own study of solar radiation profile and other related parameters of the area & make sound commercial judgment about the Performance Ratio and CUF. It shall be the responsibility of the Bidder to access the corresponding solar insolation values and related factors of solar plant along with expected grid availability. The Bidder should access all related factors about the selected Site for the Project before giving commitments of PR and CUF of the proposed Project.	(PR) and not CUF is dependent on lot of factors like irradiance, grid downtime etc which is beyond the control of the bidder. Please include some correction factors for the same. Also kindly confirm the metering point/battery limit. Whether this is within plant boundary or till GSS end.	Capacity utilization factor shall be calculated as per following formula. $CUF = EN / (8760 * P_{nom} * CF)$ , where EN- number of units recorded at the ABT metre at 33 kV busbar in grid substation after excluding auxiliary consumption. $P_{nom}$ - Installed DC capacity. CF - CUF Correction factor The correction factor for CUF shall be calculated at the end of each year, by factoring module degradation and any shortfall in radiation as per the formula given below. $CUF \text{ correction factor (CF)} = (\text{measured radiation} / \text{reference radiation (i.e. 1865 kWh/m}^2)) * (1 - \text{module degradation factor} * \text{number of years of operation after final acceptance of the plant})$ . CUF of 18% is estimated a reference GHI 1865 kWh/m <sup>2</sup> . Example for the purpose of illustration: During the third year of operation if it is observed that the annual radiation is 1750 kWh/m <sup>2</sup> , the CUF correction factor is: $CUF \text{ correction factor} = (1750 / 1865) * (1 - 0.0075 * 2) = 0.924$ The measurement of solar radiation shall be based on the pyranometer data which are installed on horizontal plane at the site location. For redundancy two numbers of pyranometers to be installed in distant locations in the plant premises. The radiation data output of the pyranometers shall be compared with nearest Solar Radiation Resource Assessment (SRRRA) station data. The variation observed between the SRAA data and plant data shall be consistent and in case of any discrepancy (i.e. more than ± 5% variation or data missing) the SRRRA station data will be used for computation

100	SECTION-V	Clause 1.2 / Page 6 of 129	Minimum values of PR and CUF of the plant after netting off the auxiliary consumption.: PR : 0.78 & CUF : 18% ainst installed DC at STC	PI clarify whether this requiremnet is for first year only.	PR is to be shown at all times during the plant life of 25 years. However, CUF is for the first year and shall be finalized after taking due condisderation for annual degaradation.
101	SECTION-V	Clause 2.2.1 / Page 8 of 129	Plant layout to ensure optimum availability for generation during the day time without any shading.	Shading shall be kept minimum according to the land parcel available without compromising on the general requirement. Kindly accept.	The shadow losses are to be minimized for the optimum generation based on the bidder's design to achieve the desired PR and CUF.
102	SECTION-V	Clause 5.2 / Page 21 of 129	The glass used to make the crystalline silicon modules shall be toughened low iron glass with minimum thickness of 4.0 mm for 72 cell module and 3.2 mm for 60 cell module.	Front glass used shall be low iron tempered glass with reflective coating and 3.2mm thickness with no negative tolerance. PI accept.	Original bid conditions will prevail
103	SECTION-V	Clause 5.4 / Page 21 Of 129	NO yellowing of the back sheet with prolonged exposure shall occur	Backsheet supplied shall be such that if at all any discoloration occur, it will not hinder module power output.PI accept	Original bid conditions will prevail
104	SECTION-V	Clause 5.7 / Page 21 of 129	The crystalline silicon based modules supplied should be of Potential Induced Degradation (PID) free modules and the test certificate from third party lab complying with the same shall be provided.	Supplied modules shall be PID resistant, tested for 60C/ 85% RH, -1000V potential between frame & module terminals for 96hrs.Kindly accept	Original bid conditions will prevail
105	SECTION-V	Clause 5.19 / Page 22 of 129	Modules should have rugged design to withstand tough environmental conditions and high wind speeds (minimum up to 180 km/h).	Modules shall be able to withstand a load of as per IEC 61215.P1 accept.	Wind conditions of the site must also to be considered as design criteria. Original bid conditions will prevail.
106	SECTION-V	Clause 5.19 / Page 22 of 129	The module mismatch of the modules connected to an inverter should be less than 2%.	Mismatch losses cannot be specified as it is not possible to measure the same at site. However CUF requirement shall be met. Kindly accept.	It is the bidders' responsibility to have the similar modules in forming the string. The output, as compared with other strings must not deviate more than 2%.
107	SECTION-V	Clause 6.2.3 / Page 25 of 129	Provision Of adequate number of spare terminals	PI clarify the no: of spare terminal required.	As per the practice, it is taken as 10%. However, bidder can justify the requirement and selection.
108	SECTION-V	Clause 6.2.6 / Page 26 of 129	The Array Junction Box will also have suitable surge protection. In addition, over voltage protection shall be provided between positive and negative conductor and earth ground such as Surge Protection Device (SPD). The maintenance free shall be done as the relevant standards.	Array junction box shall be connected with the main earth grid in the solar field which will be connected to earth pits. PI accept.	Surge Protection in must.As per Tender Document Original bid conditions will prevail
109	SECTION-V	Clause 6.2.7 / Page 26 of 129	If the solar PV module is not equipped with reverse blocking diode, than each Array Junction Box will have suitable Reverse Blocking Diodes of maximum DC blocking voltage of with suitable arrangement for its connecting. The bypass & reverse blocking diodes should work for temperature extremes and should have efficiency Of 99.98%, confirmed by appropriate IBC standards	Fuses shall be provided at the positive input side in string monitoring boxes as reverse blocking diodes cause losses. We request you to accept the same. Reverse blocking diodes will increase voltage drop in DC system and reduce energy efficiency, Energy efficient solar PV power plants do not use bloc diodes.	Original bid conditions will prevail
110	SECTION-V	Clause6.7.3 / Page 31 of 129	DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1kV only. However, the cables used from array junction box to inverter can be XLPO Aluminium with 1.1kV rating as per relevant standards.	DC cables from Module to Junction box will be Single core Copper cable as per TUV2pfg Standards and from Junction box to Inverter will be XLPE Single core armoured Aluminium cable as per IS 7098.Kindly accept	Original bid conditions will prevail
111	SECTION-V	Clause 687.4 / Page 31 of 129	Wires with sufficient amp city and parameters shall be designed and used so that maximum voltage-drop at full power from the PV modules to inverter should be less than 1.5% including diode voltage drop	Voltage drop of & DC wiring loss of 1.5% shall be maintained at STC condition. Kindly accept.	Original bid conditions will prevail
112	SECTION-V	Clause 6.7.4 / Page 32 of 129	The wiring for modules interconnection could be in the weather resistant pipe of reputed make. All the buried cables can be run through HD pipe/ DWC conduit. However, for crossing with road, drain and trenches etc., the cable must pass through GI pipe Of appropriate size.	Module interconnection shall be done with solar grade cables supplied with the modules that are designed for harsh weather conditions-Hence it is not required run it in pipes.However unarmored Cu cable from string to SMB shall be run through HDPE conduit and armored cables from SMB to inverter shall be laid directly.Properly size hume pipes shall be provided at road crossings.PI accept	If it is required to cover the module interconnection cables wherever it is exposed directly to sunlight. If the bidder is using the buried cables as armoured, the same may be accepted without conduit, provided they are under safe conditions and with minimum maintenance efforts. Hume pipes of suitable sizes for crossing of roads, drain and trenches may be accepted.
113	SECTION-V	Clause6.9.1 / Page 33 of 129	Bidder to provide ESE type lightning arrester, placed at strategic locations to protect the plant from lightning and shall not cause any shadow on the solar	Shadow shall be kept minimum as it cannot be completely eliminated while providing lightning protection for solar field. PI accept.	The same may be accepted provided the bidder is still achieve the desired PR and CUF.
114	SEer10N-V	Clause 6.9.4 / Page 33 of 129	The lightning conductor shall be earthed through flats and connected to the grounding mats as per applicable Indian Standards with earth pits. Three earth pits shall be provided for each lightning arrester. Each lightning conductor shall be fitted with individual earth pit as per required Standards including accessories, and providing masonry enclosure with cast iron cover plate having locking arrangement, watering pipe using charcoal or coke and salt as required as per provisions of IS.	Number of earth pits shall be decided based on the soil resisitivity at the location. However, net resitivity per LA shall be kept below as per NFC 17-102. Kindly accept.	NFC 17- 102 along with relevent Indian standards must be followed for installation of Lightning arrester installation.

115	SECTION-V	Page 62 of 129	The SCADA shall be string level monitoring compatible and shall have features of remote access to real time data. SCADA shall have features for generating the day ahead schedule of generation based on historical data/ suitable logic. Also, System must be capable of sending the telemetry data to local SLDC via GPRS GSM Suitable mode.	Please provide statutory requirements for Local SLDC	These are Regulation/ Norms brought out by CEA/CERC/ SERC time to time which are notified in their respective Web sites and hence available in the public domain. The bidders needs to refer these and shall have to comply with.
116	SECTION-V	Page 63 of 129	The PC/ Workstation shall be of industrial type, rugged & robust in nature to operate in hostile environment. The PC will have minimum intel processor (4th generation) having 2 x 1 TB HDL) with 4 (YB RAM. The pc shall also have 17" TM' color monitor, DVD drive with writer, USB Drive, Scroll mouse & UPS with 4 hours backup. The Bidder can the best work station for the purpose.	As SCADA server will be placed inside SCADA room with AC facilities, We suggest Server Grade PC. Please confirm	Original bid conditons will prevail. The printers and PC's of IT grade can be accepted only when the SCADA room is HVAC enabled. However, the objective of using the devices should not be compromised. The bidder must furnish the calculations for HVAC design and implementation.
117	SECTION-V	Page 63 of 129	SCADA shall be provided with reliable power supply along with backup supply for atleast one hour to cater to outage of Grid.	In clause 6.39.12 backup supply in mentioned is one hour whereas in clause 6.39.16, backup supply mentioned is 4 hours. kindly clarify.	Back up supply for SCADA server is to be 4 hours only.
118	SECTION-V	Scope & basic schemes	Power plant SID (MV & IN)	Please provide Key Single Line Diagram (SLD) of plant and clarify the Medium & low voltage Power Distribution Scheme requirements of the Plant like Radial/ ring type, inter connection details among inverter rooms and main control room, etc.	The Key SLD and LV/ MV design schemes are to be decided and designed by the bidder in order to keep the optimum generation and relevent regulations
119	SECTION-V	Scope basic schemes	Power evacuation SLD (W/ EHV)	Please provide Power evacuation Single Line Diagram (SLD) of plant and clarify the Power Evacuation Philosophy like capacity and number of EHV feeders, Step-up Power transformers, redundancy, etc. for each block of 100MW.	Power evacuation is to be done at 132kV or 220kV based on the suitability of the desired connecting substation, keeping the state grid relulations intact. The bidder is required to design the system optimally and required to have the scheme approved from the concerned DISCOM authorities and SECI.
120	SECTION-V	Clause 2.1.9; 6.1.3 / Page 7,36,37 of 129	Inverter Duty Transformer - Ratings and Specifications	The Inverter output voltage depends upon the manufacturer's specification and the Inverter Duty Transformer shall be of either 3 winding (HV, LV1, LV2) or 5 Windings (HV, LV1, LV2, LV3, LV4). Kindly Confirm.	5 Windings (HV, LV1, LV2, LV3, LV4) transformers may also be accepted provided they are type tested and of proven reliability. Bidder has to provide the necessary documentation in support of the above.
121	SECTION-V	Clause 6.1.3 / Page 36,37 of 129	Impedance voltage (%) is apesified as 4% for IDT.	The Impedance voltage (%) of IDT shall be as per system requirement and inverter manufacturer's recommendation based on the make selection. Please Confirm.	The values mentioned are indicative only. The impedance of the IDT will be as per the system requirement only and complying to the updated Indian Standards.
122	SECTION-V	Clause 6.1.4 / Page 39 Of 129	Auxiliary Transformer	Please provide the detailed specification for aux. transformer and clarify type of transformer indoor outdoor	The rating and type of aux. transformer shall be based on the bidders' design complying to all relevent Standards.
123	SECTION-V	Clause 6.1.4 / Page 39 of 129	Auxiliary Transformer	We propose Auxiliary Transformer to be tapped from the Inverter Duty Transformer IN windings and shall be sized for 100% load requirement. Kindly Confirm-	The rating and type of aux. transformer shall be based on the bidders' design complying to all relevent Standards. The bidder must submit the load requirements and calculations in support to their selection and design scheme.
124	SECTION-V	Clause 6.19.13; 6.38.3; Page 43,59 of 129	Tariff Metering Location	We presume that CT-PT for Tariff Metering is of EHV level (132kV/ 220kV), one at plant boundary and another at substation, and not of 33kV level.	The power evacuation shall be made at EHV level (i.e., 132kV or 220kV) based on the requirements of the connecting substation. The location of the tariff meters shall be as per the requirement of MPUVNL and CERC metering regulations.
125	SECTION-V	Clause 6.2.5 / Page 50 of 129	Special Protection Relays	Please Confirm the requirement Of special protections like differential/ distance protections for the EHV transmission Line/ UG Cable feeders.	All the protections are to be provided as per the best practice and DISCOM requirement. The protection scheme must be as per the recommendation of DISCOM.
126	SECTION-V	Clause 6.2.6 / Page 50,51 of 129	System Earthing	Please Clarify the type of system earthing (Solidly earthed/ resistively/ Un earthed) for all the voltage levels (Grid side/EHV/MV&LV)	Earthing shall be as per the relevent standards for LV/ MV/ EHV systems.
127	SECTION-V	Clause 6.3.2 / Page 55 of 129	HT Switchgear for inverter room inter connections	Pls. confirm type of HT switchgear to be used for inverter room inter connections with the control room- Indoor panel type/ outdoor ring main units.	Original bid conditons will prevail.
128	SECTION-V	General	Inverter room inter connections-UG cable/ OHL	Pls, confirm whether Over Head Lines (OHL) with outdoor ring main units shall be proposed for inter connecting inverter rooms with the control room.	Usually the OHL within the solar field are avoided as it may cause shadow on the solar panels and thereby affect the generation. Hence it is advised to use UG cables for interconnecting inverter rooms and connecting with control room
129	SECTION-V	Clause 6.32.1 / Page 55 of 129	MF/MIVM requirement.	We presume that all the HT feeders of inverter room & control room shall be having MF/M and main outgoing feeders of control room HT panel shall have TVM. Pls, confirm.	TVM are to used specifically for the outgoing HT feeder from every inverter room. Also, outgoing feeder for main HT panel(s) must have TVM. Metering panels have to be installed separately.
130	SECTION-V	Clause 6.34.6 Page 56 Of 129	Switchgear Panel - Earthing equipment	We have not considered any integral earth switch or earthing truck in the Scope as the same is not specifically asked in the technical specification, Please confirm.	
131	SECTION-V	Clause 6.41 / Page 63,64 of 129	DC Battery & Charger	We propose to have the control supply derived from the UPS at each Inverter rooms, and in Control room to have dedicated from DC Battery & Charger. Please confirm.	It is to be decided by the bidder under its best design. The same is to be supported by the relevent calculations and approved by SECI

132	SECTION-V	Clause 6.4.2 / Page 64 of 129	Power and Control Cables specifications	Please specify the Short Circuit withstand rating and duration for sizing HT cable.	The same is to be decided as per the interconnecting substation chosen by the bidder for power evacuation.
133	SECTION-V	Clause 6.41.1 / Page 64 Of 129	Max. voltage drop for cable sizing.	Please consider max. voltage drop as 5% for sizing HT cable in place of 2% as specified.	Original bid conditions will prevail
134	SECTION-V	Clause 6.43 / Page 65,66 of 129	Power Evacuation	Please provide Switchyard SLD and clarify the requirement of bus bar schemes (if any)	To be decided by the bidder for its best design conforming to the relevant standards
135	SECTION-V	Clause 6.4.3 / Page 65,66 of 129	Step-up Power transformer	Kindly specify the rating and number Of Power Transformers to be used, and the number Of feeders (eg. For 100MW: as 1 feeder of 100MW capacity or 2 feeders of 50MW each) that is to be connected to the nearby substation.	To be decided by the bidder for its best design conforming to the relevant standards
136	SECTION-V	Clause 6.1.10 / Page 24 of 129	All fasteners shall be of stainless steel - SS316. Nut & bolts, supporting structure including module mounting structure	The fasteners for MMS shall be: 1) For Module mounting to purlin/rails shall be consider as Stainless steel ( SS-304). 2) For other Mounting structural member connections - GI bolts shall be used. GI Bolts and nuts shall confirm to IS 12427 : 2001; IS 1367 : Part 3 : 2002 and IS 1367 : Part XIII : 1983.	All fastners for fixing the Modules shall be of stainless steel Grade SS316 and those for MMS shall be of Stainless Steel grade SS304. SS304 fastners shall be provided with additional protective corrosion resistant coating
137	SECTION-V	General Aspects		We Propose to use cold form steel members for module mounting structure. The cold form steel members shall comply with IS:811 and the structure will be designed as per IS:801. Kindly Confirm.	
138	SECTION-V	Clause 6.1.7 / Page 29 of 129	The coating shall be as per ASTM A792 / A792M-10 standard Al — Zan alloy with hot dip process and thickness of 150GSM or galvanization of 80 microns on both sides to suit the 25years requirement,	We propose the pre galvanised cold form steel for super structure (Rafter, Purlin, Rails & Bracing) and cold form hot dip galvanized for vertical post, for example the galvanisation Shall be provided accordingly as specified below A) Hot dip galvanized steel shall confirm to IS: 26291985, IS: 4759-1996. The minimum coating thickness shall be 1) For 5mm thickness — 610 GSM. 2) For 2mm to 4mm thickness — 460 GSM B) Pre-galvanized cold formed steel shall confirm to IS: 277. 1) The minimum coating thickness for I thick and above is 350 GSM	All steel sections shall be provided with weather protective coating with hop dip galvanising conforming to IS 2629. The galvanization shall be done after fabrication and cutting of holes etc. to ensure proper coating on allcut surfaces. Coating thickness shall be as per IS 2629 with minimum 80 microns.
139	SECTION-V	Clause 8.9.3 / Page 118 of 129	The Bidder shall estimate the water requirements for Cleaning the photovoltaic modules at least once in every week or asper the soiling conditions prevailing at site, in order to operate the plant at its guaranteed plant performance. Also, bidder is required to plan the water storage accordingly.	The general practice of cleaning cycle for modules is once in 15 days. We request SECI to accept the cycle to 15 days.	Cycle of cleaning is to be decided based on the particulate deposition on the solar modules. The bidder can go with its best judgement based on the site location selected by him.
140	SECTION-V	Clause 8.9.3 / Page 118 of 129	All the pipes thus laid must be buried in ground at least 150mm below FGL,,	Please specify the piping requirements in case of rock at surface and difficulty in cutting surface rocks instead of buried piping.	The storage shall be made to cater the need of module cleaning water for two cycles atleast.
141	SECTION-V	Clause 8.9.3 / Page 118 of 129	Underground RCC Water Tank: Contractor has to estimate the water requirement for cleaning the modules with a frequency of at least once a week or as per the soiling conditions prevailing at site.	The general practice to size the under ground tanks for storage capacity is for three days. We request SECI to accept the storage tank size for three days capacity.	As per Tender Document Original bid conditions will prevail
142	SECTION-V	Clause 8.9.3 / Page 118 of 129	Suitable approach road and internal solar photovoltaic roads to carry safe & easy transportation of equipment and material at the project site shall be made. The road should provide easy and fast approach to each location Of the plant	We request M/S. SECI, to mention the type of road and Width required for main approach road to control r Example - WBM or Bitumen Road)	i) Main approach road from nearest existing road upto Main Control Room (MCR) shall be five (5) meter wide with 0.5 meter wide shoulders of WBM on either side. The approach road shall be provided with Bitumam topping. ii) The peripheral road shall be 2.5 meter wide WBM road with 0.5 meter wide WBM shoulders on either side. iii) All other internal road shall 3.75 meter wide WBM roads with 0.5 meter wide WBM shoulders on either side.  All roads shall be minimum 150 mm above grade level and shall be provided with suitable road side drain for effective drainage of surface runoff. .
143		23	For all tests to be carried out, whether in the premises of the Contractor or any Sub-Contractor, the Contractor, shall provide labor, materials, electricity, fuel, water, stores, apparatus and instruments etc. free of charge as may reasonably be demanded to carry out such tests of the plant in accordance with the Contract. The Contractor shall provide all facilities to the Employer or its authorized representative to accomplish such testing.	We understand that all the Expenses i.e. Lodging, boarding and Transportation cost from Inspector work place to Test place is to be arrange by Employers. Please confirm.	Original bid conditions will prevail. Please refer IFB Clause 2.11.2 for details



144		100	Terms of Payment for Procurement of land and Supply of Plant & Equipment	We request you to separate the Payment terms( Land and supply) for Procurement of land and Supply of Plant & Equipment. It will block the cash flow so propose to release the 100% payments including taxes and duties against land purchase after agreement between CIL and contractor.	As per Tender Document Original bid conditions will prevail
145		102	Recovery of the mobilization advance and interest component on the advance amount shall be made from the progressive payments released to the Contractor as per terms above. The amount of interest to be recovered from a particular bill shall be calculated at SBI base rate (per annum) prevailing on the 7th day prior to the date of opening of techno – commercial bid on the value of advance corresponding to the percentage of total progressive payment being released	The advance payments shall be interest free against the advance bank guarantee.	As per Tender Document Original bid conditions will prevail
146		116	Technology: Solar PV Mono/ multi-crystalline modules of high efficiency (>15% Multi, >17% mono) and the cells and modules both shall be made in India.	As per our knowledge very few companies are manufacture the solar cell in india, we are requested to kindly allow the solar cells shall be imported as well as Indian make and module shall manufacture in India. Kindly confirm.	As per Tender Document Original bid conditions will prevail
147		144	Power Transformers utilized shall be 3 phase, Oil Filled, 50 Hz and associated Switchgear of approved make	Kindly provide the approved vendor make list for transformers and associated switchgear equipments.	No Approved vendor shall be provided.
148		176	The bidder shall provide type test reports and datasheet/ GTP for all equipment used for the project	We will provide only Technical data sheet during bidding stage. Kindly confirm.	Type test report and GTP of all the equipment is mandatory
149	Section V	Clause 7.5 221 of 366	Capacity Utilization Factor (CUF) shall be calculated as per the following formula: $CUF = EN / (8760 * Pnom)$	With reference to SECI Amendment -01, clause 22D for tender SECI/SD/1/NIT/2015/IREDA50, same shall be incorporated for this tender by releasing amendment for this clause.	Capacity utilization factor shall be calculated as per following formula. $CUF = EN / (8760 * Pnom * CF)$ , where EN- number of units mrecorded at the ABT metre at 33 kV busbar in grid substation after excluding auxillary consumption. Pnom- Installed DC capacity. CF - CUF Correction factor The correction factor for CUF shall be calculated at the end of each year, by factoring module degradation and any shortfall in radiation as per the formula given below. $CUF \text{ correction factor } (CF) = (\text{measured radiation} / \text{reference radiation (i.e.1865kWh/m}^2)) * (1 - \text{module degradation factor} * \text{number of years of operation after final acceptance of the plant}).$ CUF of 18% is estimated a reference GHI 1865kWh/m2. Example for the purpose of illustration: During the third year of operation if it is observed that the annual radiation is 1750 kWh/m2, the CUF correction factor is: $CUF \text{ correction factor} = (1750/1865) * (1 - 0.0075 * 2) = 0.924$ The measurement of solar radiation shall be based on the pyranometer data which are installed on horizontal plane at the site location. For redundancy two numbers of pyranometers to be installed in distant locations in the plant premises. The radiation data output of the pyranometres shall be compared with nearest Solar Radiation Resource Asesment (SRRRA) station data. The variation observed between the SRAA data and plant data shall be consistent and in case of any discrepancy (i.e. more than $\pm 5\%$ variation or data missing) the SRRRA station data will be used for computation
150	Section V	Clause 2.1.11 7 of 129	Very fast responsive microprocessor based Directional and Reverse power flow protection should be provided to ensure isolation of the solar power plant from the grid at the time of any fault or/and any additional suitable protection.	Bidder suggests that as there shall be bidirectional flow of Power hence Reverse Power Protection is not required, kindly consider.	The protection is to be provided to protect the solar plant from the grid surges
151	Section V	Clause 2.4 8 of 129	If the bidder anticipates any degradation of the modules more than 0.75% of the module output during the first year, it shall be taken care of to meet guaranteed generation to avoid liquidated damages/ compensation on account of Generation Performance Guarantees.	As the module degradation in first year is usually 2.5 to 3% as per performance Warranty from module Manufacturer these days, then the guaranteed generation shall include this factor, kindly clarify.	The Module degradation provided by the Supplier shall be consider for CUF calculation.
152	Section V	Clause 3.1 9 of 129	The solar cells and modules used in the solar PV power plants must both be made in India.	Bidder requests to consider solar PV modules manufactured in China as well.	The modules shall be with DCR content only for the 100MW DCR.
153	Section V	Clause 3.2.7 10 of 129	33 kV/415 V Auxiliary transformer	Bidder recommends to consider outdoor type ONAN Aux Transformer of Voltage ratio: (Inverter LV)/ 415 V, as distribution auxillary system.	It is the choice of the bidder, provided it follows all the necessary safety and operational conditions as per the relevent codes
154	Section V	Clause 6.7.5 31 of 129	Only terminal cable joints shall be excepted. No cable joint to join two cable ends shall be accepted.	Bidder requests to consider Straight through joints in MV Cable ( 33 kV Cable).	Cable joints are to be avoided as joints are more prone to failures. However, the joints are only accepted if the laying length of cable is more than the drum length and required as per the site actual conditions, the same may be accepted after due assessment by SECI. The joint kit shall be of reputed make and to be installed by the certified cable joiner.

155	Section V	Clause 6.7.14 41 of 129	CT ratio & Rated VA Burden, short time thermal rating ,class of accuracy : Minimum burden required (as per design): 1. Metering core – 40 VA 2. Protection core – 10 VA	The VA burden for CT as 10 VA will suffice the purpose for metering and protection. Bidder requests to consider the same.	The detail for burden mention in the NIT are for reference only. However, the actual burden for the CT/PT must be calculated as per design and must be duly vetted and approved by the competent authority in DISCOM
156	Section V	Clause 6.11.4 & 6.13 35 of 129	All the transformers shall be suitable for outdoor installation with the 3 phase 50 Hz in which the neutral is effectively earthed and they should be suitable for service under fluctuations in supply voltage upto +10 % to -15 %	Bidder request transformer's VECTOR Group and voltage shall be as per Inverter requirement	All the inverter duty transformers must be as per the local grid conditions however, the LT side of the transformers can be as per the inverter manufacturers recommendations provided it must meet the local grid conditions.
157	SECTION V	Clause 6.1.7 133 of 366	The array structure shall be made of mild steel members of suitable sizes with weather protection coating. The coating shall be as per ASTM A792/ A792M-10 standard Al – Zn alloy with hot dip process and thickness of 150GSM or galvanization of 80 microns on both sides to suit the 25years requirement. It is to ensure that before application of this coating, the steel surface shall be thoroughly cleaned of any paint, grease, rust, scale, acid or alkali or such foreign material as are likely to interfere with the coating process. The bidder should ensure that inner side should also be coated.	As Al- Zn Alloy 300 GSM Coating IS NOT AVAILABLE IN INDIA , Bidder suggests to prefer TO GO FOR IS2062 E250 BASE METAL WITH HOTDIP GALVANISING PROCESSES AS PER IS4759 , BY THIS WE CAN ACHIEVE 150 GSM ON BOTH SIDES, kindly clarify.	Original bid conditions will prevail
158	SECTION V	Clause 8.1 221 of 366	Topographical survey shall have to be done by the Successful Bidder of the proposed site at 10m interval with the help of Total Station or any other suitable standard method of survey.	Bidder requests to kindly change the interval from 10m to 25m as per general practise, kindly clarify.	Original bid conditions will prevail
159	SECTION V	Clause 8.12 228 of 366	The drains must be constructed with brickwork/ RCC/ RR masonry as suitable for the site conditions. The drains outfall must be connected to the nearest drain outside the plant premises. RCC Hume pipe of appropriate size at the crossing of road and drains and at required locations. The peripheral drain may be of brick pitching which is backed up by cement mortar bed and all joints are filled up with cement mortar in C.M. 1:4, no pointing and plastering is required. Alternate suitable drain can also be explored. Drains are required to provide weep holes with PVC pipes at an interval of 2m.	bidder requests to kindly add stone pitched section to the list of desired lining. Also drain to be provided as per requirement and wherever required. We suggest that weep holes not required. Drains to collect water at plant end and recharge pits to be provided wherever required, kindly clarify.	Original bid conditions will prevail
160	Page no : 11 of 16	25 Liquidated Damages (LD) for PR and CUF deviations ,25.1	During the Operational Acceptance any shortfall in the Performance Ratio (PR) as determined through the PR Test Procedure specified in Clause 7 of Section V: Technical Specification, will attract imposition of liquidated damages. For every 0.01 shortfall in PR below 0.78 by the bidder, a LD of 0.1% of the total Contract Value shall be levied.	We suggest to consider the LD on total Contract Value minus the cost of land .	As per Tender Document Original bid conditions will prevail
161	Page no : 13 of 16	25 Liquidated Damages (LD) for PR and CUF deviations ,25.2	In case of any defect in the system after commissioning, the Contractor shall repair it within 48 hours. Otherwise LD shall be charged for shortfall in generated units beyond 48 hours as per Tariff derived in SCC Clause 25.3, and the same shall be deducted from their payments due / Bank guarantee submitted to the Employer.	It is not practical to find out defect in 48 hours particularly when the defect is in one of very small part of the installed equipment. As such any penalty /LD beyond 48 hours is not feasible for any impact of generation loss. If the plant meets the CUF/PR , then any consideration of LD for this account @ repair within 48 Hrs should be revisited by the employer .	Whenever a fault occurs, the Contractor has to attend to rectify the fault & the fault must be rectified within the 48 hours from the time of occurrence of fault, failing which the Contractor will be liable for additional liquidated damages as per reference to the generation parameters accumulated in similar/ associated equipment of the plant (for eg. if a block consists of 4 inverters and one inverter is down for more than 48 hours, then the generation for faulty inverter shall be calculated as the average of accumulated generation for the other 3 inverters over the 48 hours duration of fault as the deemed generation) and the LD shall be levied on the deemed generation as per the tariff of Rs. 6.5 per unit. The contractor must maintain all the records pertaining to all such faults and necessary measures taken.
162	Page no : 10 of 129	3. Detailed Scope of Work ,3.2.1	The Identification and procurement of suitable land for installation of 2 x 100 MW Photovoltaic Solar Power Plant within the state of Madhya Pradesh, India. The land should be sufficient for quoted capacity of power plant, Construction of control room, <b>requisite testing facilities</b> at site, safety and security requirements and provision for other things that may require for successful operation and maintenance of plants and equipment.....	Please may clarify about the requirement in detail for requisite testing facilities .	The test facilities in solar radiation and other weather parameter measurement setup
163	Page no : 10 of 129	3. Detailed Scope of Work ,3.2.6	Step up transformers (Inverter Duty with suitable intermediate voltage, not less than 33kV, before evacuating it to 132kV or 220kV) in relevance with state grid code and inverter manufacturer requirements. Intermediate voltage level may be explored by the bidder but not less than 33kV.	We argue that for optimised design the internal step up voltage may be allowed for 22Kv or 11 KV also before evacuating it to 132kV or 220kV.	Original bid conditions will prevail
164	Page no : 13 of 129	3. Detailed Scope of Work ,3.2.23	One Solar Observatory including testing facilities. The Solar Observatory with associated systems shall include but not be limited to the following: 1. Four sets of Pyranometers at distant apart in the plant premises 2. Each set shall have one pyranometre on module plane and another on horizontal surface to earth.	Please clarify if the required quantities of items mentioned in Solar Observatory are required when the two projects of 100 MW each are located distant apart or are they required in the same quantity even if both the 100MW projects are located at one place.	Two different set of solar observatory is required i.e., one for every 100MW project irrespective of the location.

165	Page no : 13 of 129	3. Detailed Scope of Work ,3.8	Obtaining statutory approvals /clearances on behalf of the Employer from various Government Departments, not limited to, the following-	We would like to understand if the delay occurs to avail certain statutory approvals as mentioned along with others as CTE & CTO certificates then how the employer will compensate such delay .	The contractor has take care of on permit of clearness. As per Tender Document Original bid conditions will prevail
166	Page no : 21 of 129	5. Photovoltaic Modules	Total capacity of PV Modules to be supplied for the proposed 2x100MW (AC) project is minimum of 2 x100MWp +10% which is the cumulative rated capacity of all solar PV module under supply as per relevant IEC standards under Standard Temperature Condition (STC).	Please clarify if 10% for additional capacity is must or it can vary with respect to required PR/CUF for the PV plant .	10% addition DC in must
167	Page no : 23 of 129	6.Module Mounting Structure:6.1.3	Design drawings with material selected and their standards shall be submitted for prior approval of Employer within 14 days of NTP	Any design and drawing can possible only after soil reports and contour survey done .We realise that 14 days is very less time to prepare the design drawings. Please may extend this time to 30 days atleast.	Accepted
168	Page-24 of 129	6.Module Mounting Structure:6.1.11	Modules shall be clamped & bolted with the structure properly. The material of clamps shall be Al / Steel having weather resistant properties. Clamp – bolt shall use EPDM rubber and shall be designed in such a way so as not to cast any shadow on the active part of a module.	We need clarification if the clamp is must or only suitable screw also accepted by the employer . Also we suggest to avoid any EPDM rubber as the module frames may have better earthing connectivity with MMS members .	The fixing arrangement for the modules shall be as per the module manufacturer only. Bidder is requested to provide suitable documentation in order to support his fixing machenism
169	Page-24 of 129	6.Module Mounting Structure:6.1.16	Civil foundation design for Module Mounting Structures (MMS) as well as control room,equipment room and power equipment shall be made in accordance with the Indian Standard Codes and prevailing soil conditions.	Please may clarify if ramming or micro piling type foundations are accepted for PV module structures?	It is not recommended for ramming of piles as the MMS legs are coated with Zn (or alloy) for protection, which can substantially deteriorated with ramming procedure.
170	Page-28 of 129	6. PV Array Configurations Structure:6.2.7	If the solar PV module is not equipped with reverse blocking diode, than ..... Reverse Blocking Diodes of maximum DC blocking voltage of 1000V with suitable arrangement for its connecting. The bypass & reverse.....99.98%, confirmed by appropriate IEC standards.	If suitable fuse provisions are there in JBs , then the need of revese blocking diods may be excluded to maintain the DC efficiency.With the use of T connectors for 02 strings, blocking diods are not required subject to the modules are having bypass diode in built. Please suggest.	Original bid conditions will prevail
171	Page-51 of 129	6.26.7 Protective Relays	Each string/ array and MMS of the plant shall be grounded properly.	Please clarify if each DC string need to be grounded?	It is required to have every no current carrying metallic component is to earthed properly. In view of that necessary earthing arranements are to be provided. The earthing drawings are to be submitted to SECI for approval.
172	Page-59 of 129	6.39 Metering System	Separate metering system has to be provided for L.T. (incoming) and H.T. (outgoing) supply	Please clarify these meters are TVM or ABT .We understand ABT meters are only required at interface points with GSS.	Only ABT meter is required as per the recommendation of DISCOM for the energy accounting purpose. The meter must be capable of recoring the import and export generation.
173	Page-119 of 129	8.11 Peripheral Boundary/ peripheral wall:	The objective to provide a peripheral wall/ fencing is to demarcate the boundary and to keep..... The boundary wall must be provided with a rugged main entry gate (s). The construction of peripheral wall and the main entry gate must conform to the relevant IS standards and practice.	Please clarify the requirement is boundary wall or fencing with chain link type?	It is required to have a boundary wall only with 2m height and concentrina rings over the top.
178	SECTION-IV (SCC)	Clause No. 14.3 ii/Page No. 9 of 16	The bidder shall furnish a detailed break-up, including bill Of materials, for the Price Component of all the packages which shall be mutually discussed and finalized with the Employer. Progressive payment for Erection and Civil works will be made against monthly bills based on certification by the Project Manager/ Engineer In-Charge for the work completed.	Please confirm, Within how many days from the data of submission of invoices, the payments shall be released.	The Payment against the Invoice would be made within 30 days after duly certification of the Invoice.
179	SECTION-IV (SCC)	Clause No.7.6/Page No. 5 of 16	During O&M contract, the plant performance will be evaluated based on annual Capacity Utilization Factor. Second year Onwards linear degradation of the module output (i.e., 0.75% per year) shall be considered for the calculated CUF every year.	The referred clauses are contradict to each other, It is not clear the applicable module degradation is 0.7% or 0.75%. Requesting employer to clarify module degradation to be considered from 2nd year.	As per SCC will prevail.
	SECTION-VI (Forms and Formats)	Clause No.21/Page No. 6 of 128	We agree to guarantee following minimum Plant Performance parameters: Performance Ratio (PR) not less than 0. 78 at the time of Operational Acceptance and plant Capacity Utilization Factor (CUF) not less than 18% at the end of first year from the date of Commissioning and further 0.7% degradation in module output for successive years form second year onwards for remaining O&M period.		As per Amendment-1
	SECTION-VI (Forms and Formats)	Appendix 4:/Page No. 9 of 128	The Contractor shall demonstrate plant Capacity Utilization Factor (CUF) not less than 18% at the end of first year from the date of Operational Acceptance, and a linear degradation of 0.7% in module output from second year onwards for the remaining		As per Amendment-1
180	SECTION-V (Technical specifications)	Clause 5/ Page 21 of 129	Total capacity of PV Modules to be supplied for the proposed 2x100 (AC) project is minimum of 2x100 MWp+10% which is the cumulative rated capacity of all solar PV module under supply as per relevant IEC standards under Standard Temperature	Please clarify 10% additional DC capacity required is 10% of 100 MWp (or) 10% of 200 MWp (2x100 MWp). Please change it as 2 x (100 MWp +10%), if 10 MWp is the additional DC capacity required	Amended as 10% additional DC capacity required is 10% of 100 MWp (or) 10% of 200 MWp (2x100 MWp).
181	SECTION-VI (Forms and Formats)	Appendix 4, Note: 1 [Page No. 9 of 128}	CUF shall be demonstrated against the DC Capacity to be installed at STC	i. As per tender document, bidder is allowed to install additional modules i.e. > 100+10 <sup>0</sup> /0MWp to meet the guranteed generation requirements, in such case Guaranteed CUF shall be calculated considering DC Capacity as 100+100/0MWp without considering (( 100+ 10%) MWp )additional capacity installed. Please confirm. ii. The annual degradation shall be calculated cons e 100+ 1 without considering the additional capacity installed by bidder ((100+10%) MWp). Please confirm	CUF is on proposal DC capacity only.i.e 100 MW +10%=110 MW

182	SECTION-VI (Forms and Formats)	Appendix 5, /Page No. 12 of 128	TABLE 5A: Total EPC Contract Price(including Taxes/ Duties and other Levies) for Package-A	TABLE 5A: Total EPC Contract Price doesn't cover all supply items- Only major items are covered in it. For effecting transit sale / import sale, it is primary requirement to provide a separate price schedules for supply, erection and for civil & other works. Also the supply	This is for evaluation purpose. Detailed BOQ shall be taken from successful bidder afterwards.
183	SECTION-VI (Forms and Formats)	Clause 21/ Page No. 6 of 128	We agree to guarantee following minimum Plant Performance parameters: Performance Ratio (PR) not less than 0.78 at the time of Operational Acceptance and	It is difficult for EPC contractor to provide generation/ CUF guarantee as solar radiation, ambient temperature, grid availability, Force Majeure, etc are not in the control of the EPC	As per Tender Document Original bid conditions will prevail
184	SECTION-VI (Forms and Formats)	Appendix 20/ Page No. 8 of 128 and Page No. 71 of 128	AND WHEREAS vide Clause 12.2 of Section III: General Conditions Of Contract, Mobilization Advance up to 10% (10 percent) of the original contract value of Rs.....is payable to the Contractor against Bank Guarantees, the Contractor hereby applies for Mobilization Advance of (..... % percent) amounting to ...../(Rupees.... of the Contract Price, Now, we the undersigned, Bank of being fully authorized to sign and to incur obligations for and on behalf of and in the name of Bank of ...hereby declare that the said Bank will guarantee the Employer the full amount of Rs (Rupees.... as stated above. We, Name of Bank], do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the Contractor to the extent of Rs. .... /- (Rupees ..... ) without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor.	We request SECI to modify the referred clause as below: AND WHEREAS vide Clause 12.2 of Section 111: General Conditions of Contract, Mobilization Advance up to 10% ( 10 percent) of the original contract value of ...is payable to the Contractor against Bank Guarantees, the Contractor hereby applies for Mobilization Advance of —0/0 (— percent) amounting to Rs...../- (Rupees.....) of the Contract Price, Now, we the undersigned, Bank of .... being fully authorized to sign and to incur obligations for and on behalf of and in the name of Bank of .....hereby declare that the said Bank will guarantee the Employer the full amount of Rs. ...../- (Rupees. .... (.....) . as stated above. We, . [Insert Name of Bank], do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the Contractor to the extent of Rs.(.....) (Rupees... without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor provided a prior notice Of seven (7) days has been sent to the Contractor.	To As per Tender Document Original bid conditions will prevail
185	SECTION-VI (Forms and Formats)	Appendix 20/ Page No. 8 of 128 and Page No, 71		We request SECT to include the following clause: The value of this Guarantee shall be reduced by the amounts of the advance payments adjusted by Employer from the invoice of the Contractor. Following receipt by the BANK	As per Tender Document Original bid conditions will prevail
186	SECTION-VI (Forms and Formats)	Appendix 20/ Page No. 8 Of 128 and Page No. 71 of 128	At any time during the period in which this guarantee still valid of the Contractor fails to fulfil its obligation under the Contract, it is understood that the Bank will extend this guarantee under the same condition for the required time on demand by the Employer at the cost of the Contractor.	We request SECI to modify the referred clause as below: At any time during the period in which this guarantee still valid of the Contractor fails to fulfil its obligation under the Contract, it is understood that the Bank will extend this guarantee under the same condition for the required time on demand by the Employer at the cost of the Contractor provided a prior notice of seven (7) days has been sent to the Contractor	As per Tender Document Original bid conditions will prevail
187	SECTION-VI (Forms and Formats)	Appendix 20/ Page No. 9 of 128 and Page No. 72 of 128	The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns. Notwithstanding anything contained herein: Our liability under this Bank Guarantee shall not exceed Rs..... /- (Rupees.....) this bank Guarantee shall be valid up to.... [insert date of validity in accordance with Clause 1.2.1 of Section II: ITB] We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee). In witness whereof we of the Bank have signed and sealed this Guarantee on the .....day of ..... being herewith duly authorized. .....	We request SECI to modify the referred clause as below: The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns. Notwithstanding anything contained herein: Our liability under this Bank Guarantee shall not exceed (Rs. .... /- ) (Rupees.... the amounts of the advance payments yet to be adjusted/ recovered, whichever is lower this bank Guarantee shall be valid up to....insert date of validity in accordance with Clause 1.2.1 of Section II: ITB] We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....( date of expiry of Guarantee). In witness whereof we of the Bank have signed and sealed this Guarantee on the ..... -day of being herewith duly authorized.	As per Tender Document Original bid conditions will prevail
188	SECTION-VI	Appendix 12(a) / Page No.	The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by .....	We request SECI to modify the referred clause as below: The Guarantor Bank shall make payment hereunder on first demand "provided a prior notice of seven (7) days has been sent to the Contractor" without restriction or conditions and notwithstanding any objection by -	As per Tender Document Original bid conditions will prevail
	(Forms and Formats)	24 Of 128 and Page No. 40 of 128	[Insert name of the selected Contractor] and/or any other person. The Guarantor Bank shall not require CIL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against CIL in respect of any payment made hereunder	[Insert name of the selected Contractor] and/or any other person. The Guarantor Bank shall not require CIL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against CIL in respect of any payment made hereunder	

189	SECTION-VI (Forms and Formats)	Appendix No. 25 of 128 and Page No. 41 of 128	The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to CIL and may be assigned, in whole or in part, (whether absolutely or by way of security) by CIL to any entity to whom CIL is entitled to assign its rights and obligations.	We request CIL to waive off this referred clause.	As per Tender Document Original bid conditions will prevail
190	SECTION-VI (Forms and Formats)	Appendix 12(b) / Page No. 27 of 128 and Page No. 42 of 128	The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ..... [Insert name of the Contractor] and/or any other person. The Guarantor Bank shall not require CIL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against CIL in respect of any payment made hereunder	We request SECI to modify the referred clause as below: The Guarantor Bank shall make payment hereunder on first demand "provided a prior notice of seven (7) days has been sent to the Contractor" without restriction or conditions and notwithstanding any Objection by - (Insert name of the Contractor) and/or any other person. The Guarantor Bank shall not require CIL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against CIL in respect of any payment made hereunder	As per Tender Document Original bid conditions will prevail
191	SECTION-VI (Forms and Formats)	Appendix 12(b)/Page No. 28 of 128 and Page No. 44 of 128	The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to CIL and may be assigned, in whole or in part, (whether absolutely or by way of security) by CIL to any entity to whom CIL is entitled to assign its rights and obligations.	We request CIL to waive off this referred clause.	As per Tender Document Original bid conditions will prevail
192	Section VI Forms and Formats	Check List Page 240 of 366	-	Appendix 3 is not mentioned in the Check list whereas a form for it is given in the tender document. Bidder requests SECI to give clarity whether Appendix 3 has to be submitted by bidder or not, kindly clarify.	As per Amendment-1
193	Section VI Forms and Formats	Appendix 1 Page No. 6 of 129 - Point No. 21	21. We agree to guarantee following minimum Plant Performance parameters: Performance Ratio (PR) not less than 0.78 at the time of Operational Acceptance and plant Capacity Utilization Factor (CUF) not less than 18% at the end of first year from the date of Commissioning and further 0.7% degradation in module output for successive years from second year onwards for remaining O&M period.	With reference to SECI Amendment -01, clause 22D for tender SECI/SD/1/NIT/2015/IREDA50, same shall be incorporated for this tender by releasing amendment for this form.	To be Amend to degradation in Module is 0.75%
194	Section VI Forms and Formats	Appendix 4 Page 9 of 129	The Contractor shall demonstrate plant Capacity Utilization Factor (CUF) not less than 18% at the end of first year from the date of Operational Acceptance, and a linear degradation of 0.7% in module output from second year onwards for the remaining O&M period.	With reference to SECI Amendment -01, clause 22D for tender SECI/SD/1/NIT/2015/IREDA50, same shall be incorporated for this tender by releasing amendment for this form.	SAME AS ABOVE
195	Section VI Forms and Formats	Appendix 16 Page 41 of 129	Format for Board resolutions for Package-A	With reference to SECI Amendment -01, clause 9 for tender SECI/SD/1/NIT/2015/IREDA50, same shall be incorporated for this tender by releasing amendment for this form (that there should be no prescribed format for board resolution).	All the Bidders are requested to mention the name of their authorized representative, if any, with full address in the Bid. Power of attorney (PoA)/ Board Resolution (BR), as applicable, in the prescribed Format shall be
196		General		Bidder requests SECI to provide clarification, whether any documentary evidence towards land positioning has to be submitted by bidder at the time of bid submission, kindly clarify	To be Intimate
197		General		Bidder request SECI to kindly consider payment methodology via LC (Letter of Credit) towards supply portion, as the same is incorporated by PSU's for secured payment mechanism, kindly accept our proposal.	To be Intimate
198		General		As mentioned in RfS released by SECI, for Inverter / other equipments where warranty has been mentioned as 5years and the warranties are getting expired after 5th year, whether SECI shall pay additional cost towards replacement of equipment as warranty for equipment is already expired or bidder need to consider in it's O&M cost from 6th to 10th year, kindly confirm	As mention in Clause 48.
199	Section No. IV - SCC	Clause 2. Project Site, Page-3 of 16	Project site shall be identified by the bidder in the state of Madhya Pradesh..... For this purpose a minimum of 500 acres suitable land is required (5 acer per MW). The bidder is required to keep in mind the connectivity of the plant from nearest 132kV/220kV substation of CTU/STU as the case may be based on the location of Land.	Please may confirm if lesser size of land can accommodate for the efficient PV plant of 100MW, then also 5 acre per MW of land is mandatory?	As per Tender Document Original bid conditions will prevail
200	Section No. IV - SCC	Clause No. 14 Terms of Payment ,14.1.1, Page no : 7 of 16	For Procurement of land and Supply of Plant & Equipment including PV Modules, Inverter and BOS up to site (FOR basis) including transportation and insurance along with mandatory spares	We may argue to segregate the land payments from other BOP items of the PV plant .The Land cost should clear during registration of the land itself. Further is there any limit on the land price?	As per Tender Document Original bid conditions will prevail
201	Section No. IV - SCC	Clause No. 16 Taxes and Duties:16.1, Page no : 11 of 16	Proper tax invoices, raised against the different work packages viz. Supply, Erection and Civil works must be submitted mentioning the tax component clearly and separately.	Please confirm if 'FORM- C' will be available from the employer? Also please confirm if high sea transaction also possible by the employer?	COAL INDIA LIMITED give this form.

202	Section No. IV - SCC	Clause 1, Page 3 of 16		Please clarify and elaborate on the definition of Domestic Content Requirement (DCR). Is it allowed to import partially manufactured cells? Or is it allowed to import only upto wafers. Please clarify in terms import of material/products which are used for manufacturing the cells.	To be Amend
203	Section No. IV - SCC	Clause 1, SCC, Page 3 of 16		What is the procedure which the Employer will adopt to check whether the contractor has followed the Domestic Content Requirement in its true sense or if there is any infiltration in it.	To be Discuss
204	Section No. VI - Forms & Formats	Appendix 4 Page No 9 of 129		Since PLF and PR targetted demonstration is on DC (STC) capacity and therefore there is no provision for the contractor to increase the capacity in case it feels that such targets are not achievable.	As per Amendment-1
205	Section -VI Forms & Formats	28 of 128 & 25 of	PBG for performance security & BID security  Assignment Clause "The Guarantor Bank acknowledge that this BANK GUARANTEE is not personal to PPT and may be assigned, in whole or in part, (whether absolute or by way of security) by PPT to any entity to whom PPT is entitled to assign its rights & obligations."	This is an onerous clause for assignment as per banks and they ask for 100% margin against issuing of Bank Guarantee. The PBG which impacts our cash flow and ultimately our cost. So request concerned authority to remove the clause.	As per Tender Document Original bid conditions will prevail
207		1.2 6 of 128	CUF: 18% CUF on DC installed capacity	Request to consider guarantee of CUF on AC capacity.	As per Tender Document Original bid conditions will prevail
208	General		Limitation of Liability	There is no limitation of liability clause in the tender. We request SECI provide limitation of liability clause applicable for this contract and limit total liabilities of the contractor under this contract to 100% of the EPC contract value.	The total liabilities of the contractor under this contract shall be 100% of EPC contract value.