



ADDENDUM 1 - CLARIFICATION TO QUERIES - GUVNL'S WIND TENDER (PHASE II-R) DATED 01.03.2019

Anent to the re-tendering process of GUVNL's Wind Tender (Phase II-R) vide RfS dated 01.03.2019 incorporating all acceptable suggestions made during the Pre-Bid Meeting held on 12.03.2018 in (Phase II) in the RfS and PPA, GUVNL is in receipt of some queries / suggestions by the prospective bidders.

GUVNL's clarifications / reply to the same are as under:-

Sr. No.	Clause in RfS / PPA	Queries / Suggestions by Prospective Bidders	Revised Clause / Clarification
1.	Clause 3.4.4 (i) of the RfS – Technical Eligibility Criteria & Clause 3.18 A (i)	Many Bidders have raised query whether there is any specific format for pre-bid OEM tie-up? Clarification has been sought regarding documents that could be considered as a documentary evidence for Pre-bid tie-up.	<p><u>GUVNL's Reply / Clarification</u></p> <ul style="list-style-type: none"> • Clause 3.18 A (i) – Documents to be submitted offline last bullet point “Documentary evidence for pre-bid OEM / EPC tie-up for Design, Engineering, Supply & Procurement, Construction, Operation & Maintenance, etc.” shall be deleted • Format 6.1 – Covering Letter – Point no. 2 shall be modified and replaced as under:- 2. “We hereby declare that we have requisite OEM / EPC tie-up for Design, Engineering, Supply & Procurement, Construction, Operation & Maintenance, etc. for our proposed Wind Project with M/s _____, M/s _____ and M/s _____ We further declare that we shall develop our proposed project from either of the aforesaid OEM / EPC Contractor / WTG Manufacturer and we undertake not to change the same after our bid submission. (Since minimum 3 names are to be declared, but if more names are to be given then a separate list may be attached)”



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2.	Clause 3.4.4 (i) of the RfS – Technical Eligibility Criteria & Clause 3.18 A (i)	<p>Bidders have raised below mentioned queries regarding Pre-Bid OEM Tie-up Criteria:-</p> <ul style="list-style-type: none"> • Where one OEM tie-up is finalized (with firm expression of interest and commercial terms), whether it is necessary to provide tie-up with other two OEMs? • Could there be separate tie-ups for WTG supply / E&C and BOP Works? • Where the Bidder itself is an OEM, whether it is necessary to provide tie-up with other two OEMs? • Whether the Bidders are permitted to bifurcate the Project amongst the three OEMs or whether the Bidder be permitted to choose and finalize one of the OEMs for actual Project execution. 	<p><u>GUVNL's Reply / Clarification</u></p> <ul style="list-style-type: none"> • The criteria of “not less than three Pre-bid OEM tie-ups” to be declared by the Bidders while bid submission has been kept in line with Hon'ble GERC's Order dated 26.02.2019 in Review Petition no. 1775 / 2018. • Single consolidated work contract <u>or</u> sub-contracts for E&C and/or BOP Works – both shall be allowed. • Bidders (irrespective of whether being OEM themselves) have to mandatorily declare “not less than three Pre-bid OEM tie-ups” at the time of bid submission. • Bidders have to choose and finalize one or more OEMs declared during bid submission for execution of Project. Further, it is to clarify that Bidders are also permitted to bifurcate the awarded project capacity amongst the three / more OEMs specified by them.
3.	Clause 3.4.4 (v) of the RfS	<p>Clause 3.4.4 (v) of the RfS provides that if data pertaining to financial eligibility criteria (net-worth) is in USD, then equivalent rupees of net-worth will be calculated using RBI reference rates prevailing at the closing of accounts on respective financial year. One of the Bidders have suggested to use RBI reference rate for all currencies even other than USD (for instance</p>	<p><u>Clarification</u></p> <p>The clause 3.4.4 (v) already specifies that <u>for currency other than USD, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.</u></p> <p>Hence, no change required</p>



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		GBP) for which reference rate is made available by RBI.	
4.	Clause 3.5.7 of the RfS and Article 8.1 (a) of the PPA – Force majeure	<p>One of the Bidders have raised concern on uncertainty in getting connectivity with GETCO / CTU grid for evacuation of power due to constraints faced by GETCO.</p> <ul style="list-style-type: none"> In accordance with the same it has been suggested to remove Clause 3.5.7 which provides that the Successful Bidder shall not be entitled to deemed generation in case of any delay in grant of connectivity. It has also been suggested to explicitly include event of non-availability of connectivity due to failure of CTU / GETCO in providing infrastructure as Force Majeure. 	<p><u>Clarification</u></p> <p>In order to facilitate the Bidders, a detailed indicative list providing tentative RE integration capacity (MW) has already been made available district-wise / sub-station wise on GETCO's website at the below mentioned link. http://www.getco Gujarat.com/getco_new/pages/reif.php.</p> <p>Besides, Bidders are free to choose the location(s) and sub-station(s) for their proposed Wind Power Project from the above list as amended / updated by GETCO from time to time.</p> <p>Hence, it is not likely that there shall be any delay.</p> <p>Hence, no change required.</p>
5.	Clause 3.6.2 of the RfS	Some of the Bidders have suggested to remove the clause for 100% identification of land at the time of bid submission.	<p><u>Clarification</u></p> <p>The clause is as per the Guidelines issued by MoP.</p> <p>Hence, no change required</p>
6.	Clause 3.7.4 (iii) of the RfS – Performance Bank Guarantee	Some of the Bidders have requested to reduce the EMD amount from Rs. 10 lakhs per MW to Rs. 5-6 lakhs per MW and the PBG amount from	<p><u>GUVNL's Reply:</u></p> <p>The EMD and PBG amounts are in accordance with the Guidelines issued by MoP.</p>



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		Rs. 25 lakhs per MW (inclusive of 18% GST) to Rs. 20 Lakhs per MW (inclusive of 18% GST)	With the view to encourage wider participation and better competition, GUVNL shall reduce the amount of PBG from the existing amount of Rs. 25 lakhs per MW (inclusive of 18% GST) to <u>Rs. 20 Lakhs per MW plus 18% GST.</u> Accordingly, the references of PBG amount mentioned at Clause 3.7.1, 3.7.4 (ii), Format 6.3 B of the RfS may be read as Rs. 20 Lakhs per MW plus 18% GST.
7.	Clause 3.7 of the RfS – EMD and PBG	One of the Bidders have suggested that EMD / PBG should not attract GST (SECI Bids do not require additional GST)	Clarification: GST is applicable on penalty / liquidated damages / delay payment charges. Event of default (if any) of Successful Bidder / Power Producer triggers penalization in form of forfeiture of EMD / PBG. The intent of specifying the amount of EMD / PBG etc. whether inclusive or exclusive of GST is in accordance with the applicability of GST on penalty. Hence, no change required.
8.	Clause 3.9.1 of the RfS	One of the Bidders has asked whether the Successful Bidder is permitted to form multiple SPVs for execution of multiple Projects and whether separate PPAs shall be executed for these multiple Projects	Clarification: No, multiple PPAs through multiple SPVs are not allowed. As already provided in clause 3.4 of the RfS, the Successful Bidder or its 100% Subsidiary SPV shall have to execute PPA with GUVNL for the project capacity awarded pursuant to the e-RA. Hence, no change required.



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9.	Clause 3.9.3 – Criteria for Generation of the RfS	One of the Bidders have requested to allow revision in CUF% every 3 years from COD instead of the existing provision of within 1 year from COD.	<p><u>Clarification:</u></p> <p>The clause is as per the Guidelines issued by MoP.</p> <p>Hence, no change required.</p>
10.	Clause 3.9.3 – Criteria for Generation of the RfS	Some of the Bidders have proposed to increase the CUF% Band Variation from the existing band of +10% & -15% (first 10 years) and -20% (11th to 25th year) to <u>+20% & -15% (first 10 years) and +20% & -20% (11th to 25th year).</u>	<p><u>Clarification:</u></p> <p>The criteria for declaring CUF% in the PPA and the CUF% band variation was discussed at length during the Pre-Bid Meeting held on 12.03.2018 wherein majority of the prospective bidders were of the view that +10 & -15% and +10 & -20% CUF Band variation as provided in GUVNL's tender documents was favorable.</p> <p>Hence, no change required.</p>
11.	Clause 3.9.3 – Criteria for Generation of the RfS	Installed capacity being allowed within +-5% of contracted capacity, query has been raised whether the CUF variation / actual generation shall be calculated on commissioned capacity or the contracted capacity	<p><u>Clarification</u></p> <p><u>Installed Capacity (commissioned capacity)</u> shall be considered for the purpose of calculation of CUF variation / actual generation.</p>
12.	Clause 3.9.3 – Criteria for Generation of the RfS	<ul style="list-style-type: none"> With regard to the Clause 3.9.3 (iii) of RfS providing for freedom to sell power to any entity in case of excess generation over 10% of declared CUF (with first right of refusal to GUVNL), one of the Bidders have suggested to increase the band of 10% to 20%. 	<p><u>Clarification</u></p> <p>The clause is as per the Guidelines issued by MoP.</p> <p>Hence, no change required</p>



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		<ul style="list-style-type: none"> • One of the Bidders have requested to purchase excess generation at 100% PPA tariff instead of 75% of PPA tariff. • One of the Bidders have requested to incorporate a provision regarding conveying GUVNL's acceptance / rejection within 20 days from issuance of such offer of excess generation. 	
13.	Clause 3.9.3 (ii) of the RfS and Article 3.1 (iv) (b) - Shortfall in Generation	Compensation for Shortfall in Generation during a contract years @ 75% of the PPA tariff may be reduced to 20 – 25 % of the PPA tariff.	<p><u>Clarification</u></p> <p>The clause is as per the Guidelines issued by MoP.</p> <p>Hence, no change required</p>
14.	Clause 3.9.3 (iv) of the RfS and Article 3.4 (iv) - Generation Compensation in Offtake Constraints Due to Grid Unavailability Beyond Delivery Point	Offset of Generation compensation against Grid unavailability (beyond Delivery Point) beyond 50 Hrs. in a contract year in that particular year itself against the provision to be offset in succeeding 3 Contract Years.	<p><u>Clarification</u></p> <p>The clause is as per the Guidelines issued by MoP.</p> <p>Hence, no change required</p>
15.	Clause 3.10 of the RfS – Financial Closure	Some of the Bidders have sought clarification whether they shall be eligible for allocation of Revenue / wasteland under this tender and requested to keep the instant tender outside the	<p><u>Clarification</u></p> <p>Revenue Dept., GoG vide letter dated 08.03.2019 has already conveyed Collectors to consider the applications for allotment</p>



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		ambit of current Revenue Land Allotment Policy dated 25.01.2019 (through HPC Mechanism)	of land to Wind Power Projects to be developed under GUVNL's Competitive Bidding. It is to further clarify that the <u>Non-Park based Wind Projects</u> shall be as per the prevailing land allotment policy and the applicability of GoG Policy dated 25.01.2019 (through HPC Mechanism) shall be limited to the Park based Wind Projects only.
16.	Clause 3.10 (b) (i) of the RfS – Financial Closure	Some of the Bidders have requested to increase the timeline for reporting Financial Closure or Project Financing Arrangements from the existing timeline of 7 months from PPA to 9 or 12 or 15 months from PPA citing difficulties in possession of land and other hurdles.	<u>Clarification</u> The clause is as per the Guidelines issued by MoP. Hence, no change required
17.	Clause 3.10 (b) (i) of the RfS – Financial Closure	Some of the Bidders have pointed out difficulties / procedural issues regarding accessibility of land, ROW issues, micro-siting, etc. and requested to remove the requirement of 100% possession / right to use of 100% land in the name of Successful Bidder or its Affiliate from Financial Closure requirements.	<u>Clarification:</u> The clause is as per the Guidelines issued by MoP. Besides, as stated hereinabove, the Revenue Dept, GoG has given directives to the Collectors to consider and process the applications for allotment of govt. wasteland / revenue land of the Successful Bidders / Winners of GUVNL's tenders. Hence it is not envisaged that there shall be difficulty in land allotment process. Hence, no change required.



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18.	Clause 3.10 (b) (ii) of the RfS - Financial Closure	One of the Bidders have cited reference of clause 3.10 (b) (ii) - No Objection Certificate (NoC) / Environmental clearance (if applicable) for the Project to be submitted at the time of Financial Closure and raised query whether NOC from Ministry of Defence is required to be furnished at the time of Financial Closure	<p><u>Clarification</u></p> <p>It is to clarify that clause 3.10 (b) (ii) of the RfS is regarding furnishing NoC / Environment Clearance. Clearance from Ministry of Defense (if required) is not required to be submitted at the time of Financial Closure. However, the Successful Bidder / Power Producer is required to obtain all statutory approvals, clearances and permits necessary for the Project (including but not limited to those mentioned in Schedule 2 of the Draft PPA) before commissioning of the Project.</p>
19.	Clause 3.10 (b) (vii) of the RfS	One of the Bidders have cited reference of clause 3.10 (b) (vii) - information about the wind turbines proposed to be installed in the project which also provides that the technology adopted as per latest RLMM list prepared by MNRE until SCOD of the Project shall be allowed.	<p><u>Clarification</u></p> <p>The Clause 3.10 (b) (vii) shall stand revised as under: "Information about the wind turbines proposed to be installed in the project. The technology adopted as per latest RLMM list prepared by MNRE until SCOD of the Project shall be allowed. <u>For avoidance of doubt, it is to clarify that tentative information about the WTG make, specifications, etc. (from the OEM tie-ups declared at the time of bid submission) listed in RLMM list or pending to be listed in the RLMM list shall have to be submitted. In case the same is pending to be listed in the RLMM List as on date of Financial Closure then details regarding likely time by which the same shall be listed shall have to be submitted to GUVNL.</u></p>
20.	Clause 3.10 (vii) (b) of the RfS	Few Bidders have requested that change in location should not be limited upto 7 months from PPA and hence should be deleted.	<p><u>Clarification</u></p> <p>The intent of allowing change in location upto 7 months from PPA i.e. upto Financial Closure is that MoP Guidelines</p>



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			<p>stipulates for 100% possession / right to use of 100% land in the name of Successful Bidder within the said timeline.</p> <p>Hence, no change required</p>
21.	Clause 3.10 of the RfS	Extension Charges for attainment of Financial Closure may be reduced from Rs. 10,000 per MW per day plus 18% GST to Rs. 1,000 per MW per day plus 18% GST in line with SECI Tranche-VI Wind Tender.	<p><u>Clarification</u></p> <p>It is essential to levy penalty as a disciplinary measure to ensure timely attainment of Financial Closure and thereby timely Project Completion. Besides, non-attainment of Financial Closure being an event of default, the penalty leviable should be equivalent to amount of PBG. Further, the proposed Extension Charges are returnable on successful commissioning of Project within the SCOD (on pro-rata basis, based on the Project Capacity commissioned on SCOD).</p> <p>Hence, no change required.</p>
22.	Definition of Delivered Energy – RfS and PPA	One of the Bidders have suggested to keep all transmission charges upto Delivery Point to the account of GUVNL in case of Projects connected through CTU Network.	<p><u>Clarification:</u></p> <p>In case of Projects connected through CTU Network, the CTU Charges and losses upto GETCO Periphery (if any) shall be to the account of Bidders.</p> <p>The Delivery Point being GETCO Periphery, STU (GETCO) charges and losses shall be to the account of GUVNL.</p> <p>Hence, no change required.</p>
23.	Clause 3.11.1 of the RfS and Article 4.1.7 of the	One of the Bidders have requested to allow part commissioning in the parts of 10 MW instead of the existing provision of 25 MW	<p><u>Clarification</u></p> <p>The clause is as per the Guidelines issued by MoP.</p>



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	PPA – Part Commissioning		Hence, no change required
24.	Clause 3.11.1 of the RfS and Article 4.1.7 of the PPA – Part Commissioning	Few Bidders have requested to allow 100% PPA tariff on part commissioning irrespective of whether it is commissioned early three months prior where 75% of PPA tariff shall be payable as per the tender documents.	<p>Clarification</p> <p>The clause is in accordance with Hon'ble GERC's Order dated 26.02.2019 in Review Petition no. 1775 / 2018.</p> <p>Hence, no change required</p>
25.	Clause 3.11.3 of the RfS and Article 4.1.9 (b) of the PPA – Penalty for delay in commissioning	<p>Bidders have requested to modify the Penalty clause for delay in commissioning as under:-</p> <ul style="list-style-type: none"> Encashment of Performance Bank Guarantee on per day basis and proportionate to the balance Capacity not commissioned in case of Delay upto <u>9 months</u> (instead of 6 months) from SCOD. Some of the Bidders have requested to remove the penalty of tariff reduction of 0.50 paisa / kWh / day in case of delay in commissioning of the project beyond 6 months from SCOD. 	<p>Clarification</p> <p>It is necessary to discourage non-serious players / defaulting Project Developers and penalize them to ensure timely completion of project.</p> <p>Hence, no change required.</p>
26.		One of the Bidders have inquired whether a Project set up in any other State (Eg., Tamil Nadu, Karnataka, Maharashtra etc.) having ISTS Stage-II connectivity can participate and qualify in the instant tender as connection through CTU network is permissible and Delivery / Metering /	<p>Clarification</p> <p>Only the Projects proposed to be developed and set up in the State of Gujarat shall be allowed to participate in the instant tender. Inter-State Projects shall not qualify.</p>



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		Interconnection point can be a CTU sub-station in the instant tender.	
27.		One of the Bidders have suggested that in case the 100 MW capacity for CPSUs / SPSUs / Govt. Controlled Organizations is unclaimed (partial or full), then the balance capacity may be offered to other Unsuccessful Bidders at L1 rate.	No change required.
28.		Some of the Bidders have requested to extend the bid submission date for 2 – 4 weeks.	No change required.
29.		One of the Bidders has raised doubt and asked what is the basis of transmission losses from pooling s/s to GETCO s/s when the Metering Point is GETCO s/s.	<p><u>Clarification</u></p> <p><u>Metering Point shall be GETCO s/s.</u></p> <p>However, in case the project is installed in <u>existing Pooling Station</u> (where the energy is recorded) and onward connected to GETCO, then delivered energy shall be arrived at by deducting the normative transmission losses between Wind Farm Pooling Station and GETCO's receiving sub-station from the energy recorded at Pooling Station.</p>
30.	Definition of SCOD - PPA	Some of the Bidders have requested to increase the SCOD from the existing timeframe of <u>18 months from PPA</u> to 24 months from PPA in view of uncertainty in getting connectivity with GETCO / CTU.	<p><u>Clarification</u></p> <p>The clause is as per the Guidelines issued by MoP.</p> <p>Hence, no change required</p>



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31.	Article 6.4 of the PPA – Rebate	One of the Bidders have suggested to reduce the rebate percentage i.e. (SBI MCLR + 7%)/52 per week or part thereof considering the already low tariff at which the power shall be purchased pursuant to the e-RA.	<p><u>Clarification</u></p> <p>The clause is in accordance with the standard industry practice.</p> <p>Hence, no change required</p>
32.	Miscellaneous	One of the Bidders have raised concern that the GETCO's indicative list of tentative RE integration capacity is not updated.	<p><u>Clarification</u></p> <p>GETCO is in the process of updating the RE Integration List(s) and the same shall be available on their website in due course.</p> <p>In order to facilitate the Bidders, a detailed indicative list providing tentative RE integration capacity (MW) has already been made available district-wise / sub-station wise on GETCO's website at the below mentioned link. http://www.getcoqujarat.com/getco_new/pages/reif.php.</p> <p>Bidders are free to choose the location(s) and sub-station(s) for their proposed Wind Power Project from the list of tentative RE integration capacity as amended / updated by GETCO from time to time.</p>
33.	Miscellaneous	Some of the Bidders have suggested to specify ceiling tariff in the Tender	<p>No change required</p>