

INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR
ESTATE (E&M) WORKS SECTION

Pre-bid queries and replies

Sl. No.	Name of Bidder	Query Sl. No.	Query	Clarifications
1	Bidder-1	i	Will the technical evaluation criteria taken into criteria during opening of price bid?	Bidders scoring 75% and above in the presentation round will qualify for opening of their price bid.
		ii	How we will arrive a common platform for evaluation of price bid?	The IITKGP may come up with a common set of revised requirements taking cue from single or combination of solutions offered by the bidders in the technical bid. The revised set of requirements, in such a scenario, will be shared with the technically qualified bidders to revise their price bid accordingly if they so require.
2	Bidder-2	i	Whether Aluminum cable will be allowed	Aluminum or Copper cable can be chosen by the bidder as per convenience and design requirement.
		ii	Water charge?	Vendor shall be provided a nearby source of water, however arrangement for tapping, supplying and metering the water shall be made by the vendor. Water shall be charged at 5 paise (Rs 0.05) per liter. Change in water charges if any, in future shall be adjusted accordingly. Water charges will remain the same during both construction and O&M period.

	iii	<p>Kindly provide the detail of as per following category</p> <p>1) Category A - shadow free roof detail.</p> <p>2) Category B - roof type and auto-cad design of selected roofs</p> <p>3) Category C - please specify (by marking) on map all the areas/roofs.</p> <p>4) Category D - please provide detail of land (as marked) on map, soil type, distance of delivery point</p> <p>Also, requesting IIT-Kgp to put Strengthening of existing roof/shed (if required to install solar plant) in scope of IIT-Kharagpur scope.</p>	Bidders are required to study and assess the site conditions and propose solutions for these categories suitably.
	iv	<p>Since this is a rooftop project and the plants would be spread over the multiple roofs at a varied distance. In this case multiple string inverters will be used. Thus making the minimum array size less than mentioned, Keeping the project size same.</p>	Refer to clause 4.7.
	v	<p>As per current market scenario the availability of modules with capacity between 330Wp - 320 Wp is higher which reduces the project timeline due to the less lead time in procurement.</p>	Minimum module capacity of 320Wp is required.
	vi	<p>In case of metal roof, non-penetrating structure are unstable. We request you to kindly allow the usage of the penetrating structure on the metal roof. Also for your better understanding we ensure you proper leakage protection for all metal roofs.</p>	May be allowed subject to technical adequacy of the solution. Technical details of such solutions shall be furnished by the vendor for the acceptance of IITKGP before execution at site.
	vii	<p>Now a days, all kind of inverters are build-in with protection. Thus, there is no additional requirement of Junction boxes.</p>	Junction box is required for termination of DC cables
	viii	<p>Mentioned requirements are as per the central inverter. This would require other supporting BOS like Transformer etc. To eliminate the same. We request you to kindly allow the usage of the String inverters for the individual roofs.</p>	We are not agreeable to any deviation in clause 4.7
	ix	<p>For each plant , an Online Monitoring shall be provided, We request you to eliminate requirement of a LCD</p>	Not agreed.

	x	Kindly allow AC cable as Aluminum on AC side, which is common in practice and also cable theft issue can also be minimised.	Clarified vide 2(i).
	xi	Kindly clarify the type of training required.	Clarified vide 4(iv).
	xii	Since, roofs type is diverse in nature so it becomes difficult to maintain 15% PLF for PPA tenure. so, requesting you to the minimum generation/Wp criteria and penalty thereof should be removed.	Not agreed.
	xiii	Water charges	Clarified vide 2(ii)
	xiv	We will not able to provide data on following parameters out of stated ones. *Also we are not sure about providing the access of remote control and monitoring they need	Monitoring of the data of string arrays should be done by the vendor for their own benefit.
	xv	We will provide the required system for the tender capacity only. Requesting you to remove the clause for integrating of existing 1.2 MW with tender capacity.	The existing plant data has to be integrated.
	xvi	Please clarify the service charge for water & electricity usage.	Water charges clarified vide 2(ii). Electricity charges are modified as follows:- a)One time connection charge = Rs15000/-. b)Demand Charge = Rs 400/- per kVA per month. c)Unit charge=Rs 10/- per kWh
	xvii	We are complying with highest O&M standards in the industry. Hence yearly third party verification (if required by IIT-Kgp), shall be counted in IIT-Kgp scope of work.	Not required

		<p>xviii Requesting you to kindly amend the clause as follows "Change in Law" means the occurrence of any of the following events after the Effective Date Bid Submission date resulting into any additional recurring/ non-recurring expenditure by the Developer or any income to the Developer</p>	<p>Accepted and clarified</p>
		<p>xix Requesting you to kindly amend the clause "Relief for change in Law" as follows Relief for change in Law: If as a result of Change in Law, the SPD suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect the SPD may so notify IIT-Kgp and propose reimbursement of such cost so as to place the SPD in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the cost increase, reduction in return or other financial burden as aforesaid. Upon notice by the SPD, the Parties shall meet, as soon as reasonably practicable, but no later than [30 (thirty)] days from the date of notice.</p>	<p>Not agreed.</p>

		xx	<p>Requesting you to kindly amend the clause "Assignment" as follows: -</p> <p>This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. The Developer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party("Assignment"), without the consent of the Power Purchaser.</p> <p>In case INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR seeks to transfer to any transferee all of its rights and obligations under this agreement, it shall require prior consent from Developer in writing, provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement.</p>	Not agreed.
		xxi	<p>Net-Metering would be challenging in absence of clear policy in west Bengal to allow more than 1 MW or not. And there is no such clause in RFS or PPA related to Deemed Generation which can define IIT-Kgp to pay for 100% units generated.</p>	All the energy shall be consumed internally.
		xxii	<p>Kindly provide the detail of number of connections (from Discom) with relevant parameters like contract demand, connectivity voltage etc. or if possible please provide last 12 month electricity bill of all connections.</p>	Please refer to the SLD in the link above. The plant will be captive generation plant where the entire energy will be consumed internally.
3	Bidder-3	i	Margin on total generation	A maximum of + 5% margin on the total installed capacity is allowed over and above 5.5MWp
		ii	Clarify outage compensation in PPA	The developer will not be responsible for any power outage from grid.

	iii	Due to any "Act of God" Clause 2.4 read like this. IIT Kharagpur Will not be held responsible for not consuming power from Solar Power Plant, due to uncontrolled circumstances arising out of fire, extreme weather conditions, floods and another event trend as "Act of God". That is beyond the controlled of IIT Kharagpur.	Due to any "Act of God" neither the IITKGP nor the Developer will be held responsible. Generation loss due to "Act of God" will not be penalized.
	iv	Price quoted shall be exclusive / inclusive of taxes.	Price quoted shall be exclusive of taxes but the breakup of the tax component have to be clearly mentioned in the quote
	v	Period of completion	The developer shall commission the project within 365 days from the date of award of Work. PPA shall come into effect immediately after the Work Order is issued subjected to article-16 (Termination)
	vi	Shall buy back details be provided?	Buy back details need not be provided.
	vii	SLB and Master lay out required	Web link is as follows: www.emw.iitkgp.ac.in & www.iitkgp.ac.in/campus-map
	viii	All rates of PPA and other payments shall be firm and fixed for the entire duration of the contract, no changes allowed. Whether any policy or regulatory exemption will be allowed.	Provisions related to "Change in law " will be applicable as per article 15.

		viii	What is the effective date from which change in law will be "considered"?	Change in law shall be considered from the date of submission of final price bid.
			Article (15.1.1)	
		ix	Is the maximum generation limit is 101.178 lakh units?	As per the RFP(article 5.5),institute shall not be obliged to purchase more than 101.178 lakh kWh of energy. considering 21% of CUF.
		x	Request for the Extension of the date of Submission	The Date Of submission of bid is extended from 14 th of November 2018 to 21 st Of November 2018.The date of power point presentation will remain unchanged.
4	Bidder-4	i	Responsibility of tree trimming	IITKGP will carry out tree trimming on the specific request of the developer.
			Clarification of degradation	Minimum generation of 1300 KWh /1 KWp is to be guaranteed with minimum generation of 7150 MWh in the first year. Subsequently 0.8% degradation resulting in total degradation of 20% in 25 years is accepted as per tender clause.
		iii	Is bid security is allowed Performance Bank Guarantee	Bank Guarantee as bid security is allowed.

		iv	Training to be provided	IIT employees or students may visit the site to get an on the spot training. of the practices and technology involved in the installation of solar plant
		v	LAN connectivity and data acquisition	The institute will provide a LAN port at every installation site and also assign an ip address to the data logger. The PC will be kept at the plant office and 33kV substation. The 50" screen will be kept at a suitable place which will display the solar generation, saving in cost and other relevant parameters. The data from the existing 1.2MW plant will also be integrated to the system. Naturally, The existing inverters are KACO make so the inverter proposed by the bidder must have the same communication protocol .
		vi	Can the tenure of Performance Bank Guarantee be lessened	Not agreed
5	Bidder-5	i	25% of overloading of inverter is allowing or not	Overloading of inverter is allowed as per OEM datasheet
		ii	By directional meter requires for both rooftop and land based plant	Bi directional meter is required for both rooftop and land based plant. The responsibility of installation of all By directional meters rests with the developer.
		iii	Whether the plant can be handed over in parts and batches as and when installed.	Yes, the plant can be handed over in parts and batches as and when installed. The institute will commence

				the purchase of energy as per the tariff of the L1 bidder .
		iv	Whether imported PV panels are allowed	May be allowed subject to acceptability of technical specifications of the panels by IIT KGP
6	Bidder-6	i	Please provide the format of Bank guarantee for submission of Earnest Money deposit	Annexure-1
		ii	The PBG amount may please be reduced and it shall be evaluated on the basis of 10% amount of the estimated annual bill to be paid by AAI as per the Quoted Tariff for the Contracted Energy.	Not approved
		iii	We request IITKGP to reduce the validity of performance security for only 24 months from the date of LOA.	Not agreed
		iv	As this proposed project is under RESCO scheme and the investment is made by the Power Producer, it is proposed that IITKGP should furnish a Letter of Credit /equivalent Bank Guarantee for an amount equivalent to 2 months of billing as a payment security mechanism.	Not agreed
		v	We request IITKGP to relax the LD as 0.5% per week instead of 1%.	Not agreed
		vi	As per table 1.1, Clause 3.7, Article 20 "Scheduled Commissioning date", it has been mentioned that the project should be completed with 365 days from the date of LOA. We understand from the given clause that PPA should be signed within 6 months from the date of LOA. Please confirm on the understanding.	Clarified vide 3(v).

		vii	1. It is suggested that late payment surcharge of 1% per month shall be paid by the purchaser in the event of delay in energy payments over and above the agreed deadline date.	Not agreed
			2. Also it is proposed that IITK should furnish a Letter of Credit /equivalent Bank Guarantee for an amount equivalent to 2 months of billing as a payment security mechanism.	Not agreed
		viii	Please mention the timeline for completion of the Conditions precedent.	90 days from the date of issue of Work order
		ix	We request IITKGP to provide water at free of cost without any charges.	Not agreed. Clarified vide 2(ii).
		x	1. We request IITKGP to provide Electricity at free of cost without any charges.	Not agreed.
			2. Also clarify on electricity provision during PPA period.	No electricity charges during PPA period. During construction electricity charges will be levied vide 2 (xvi) above.
		xi	We propose that a necessary provision to include 100% off-take of power shall be included in the PPA. Accordingly, in the event of any default by Buyer to consume	This provision is not required.
			100% of the power generated by Producer, the buyer shall compensate the producer for the energy unutilized at the tariff rate to be agreed as part of the tender.	Not agreed.

		xii	In the event that off-take of power is not met by IITK the power that would have been generated during such period shall be compensated to the developer at the agreed price. The event shall include the events listed below, but not limited to the following	Not agreed.
			1. Non-availability of grid for generation and supply of power	In case of grid failure which is very rare, the bidder will not be penalized for under generation.
			2. Equipment failure if any at consumer's end	Not relevant and not likely to arise.
			3. Tampering of meters	Not likely to arise.
		xiii	Any other regulatory charges as applicable shall be payable by IITKGP. (Discom Charges)Kindly confirm.	Not applicable
		xiv	Please provide the Clauses 5.7.2 and 5.7.3 as mentioned.	Please Ignore clause 5.6.2 , 5.6.3 and 5.6.4.
		xv	We kindly request IITKGP to link this said clause with Early Termination clause (3.3).	Following Early termination, the institute will exercise its prerogative on whether to buy back the plant or not. In case institute wants the buy back ,the modalities are mentioned in clause 3.3
			It is understood from this clause that, in case of early termination by either party, the early termination clause (3.3) shall apply and IITKGP agrees to buy back the solar power plant installed at the Institute.	
			Please clarify on the same.	
		xvi	WE request IITKGP to consider the buyback value which shall be mutually agreed between the both IITKGP and the developer	Please refer clause 3.3 of the bid document.

7	Bidder-7			
		i	In case the bill is not paid a monthly interest of 1.5% should be added. (This is just to assure our banks that we repay our loans on time)	Not agreed. Bill will be paid on priority just as the institute pays the DISCOM bill.
		ii	Incase IIT-K is not able to use the power generated, we still need to be paid. Reasons can be – No load, shadow on modules, grid outage, etc	Not agreed.
		iii	This has to be decided for each year before bidding with mutually agreed depreciation values. This is standard for any PPA and the most important clause for a RESCO project	Not agreed.
		iv	“The plants will generate power at 415V which will be stepped up to 11kV.....from the point of generation of solar power in the land”. Is this applicable for roof top plants or only ground mount large capacities? For ground mount we use central inverters which may have different o/p voltage than 415V	This is applicable for land mounted plant whose location will be very far from the nearest substation.
		v	“the construction site shall be kept out of bounds.....imposed loads” Ground mount only or also roof top area?	This is a standard safety requirement for a construction job. It is applicable wherever human safety issues are concerned
		vi	Water and wells need to be provided by IIT-k or charges need to be paid to developer as this is a variable which is difficult to factor into costing for bidding	Clarified vide 2(ii).
		vii	Request you to keep minimum wattage to 320Wp and conversion efficiency to 16% as this is the standard	Agreed
		viii	JBs and Dc distribution boards not required for string invertors	JBs are required for connection terminals of DC cables in central invertors.
		ix	“The output of the inverter system is to be connected with grid at 11kV systems...” For rooftop plants output should be in the same	Yes, the roof top plants will be connected to local 415V grid and the

			building at LT voltage level (415V)	land mounted plant is to be connected at 11kV
		x	“Controlling and monitoring the entire power system through remote a local terminal” What does it imply by “controlling”? Usually only monitoring ability is given	Only data acquisition and data monitoring.
		xi	“Wires” Only FRLS copper wires.....used” Copper wires shall be only from modules to inverters/JB/. Rest all will be aluminum	Clarified vide 2(i).
		Xii	“ Voltage Variation of +15%.....secondary side” 15% is very high. Normally 5% is sufficient as inverters can operate upto +/- 20% of rated voltage	This is a standard distribution transformer specification. Should you feel that it should be 5% only, IITKGP has no objection.
		xiii	“ CONSTRUCTION OF SUBSTATION AND SERVICE ROOM” Outdoor type breakers and panels shall be used hence service room not required.	Not agreed.
8.	Bidder-8			
		i	The Performance Security shall be initially valid for 12 months from the date of LOA. Thereafter Performance Security shall be returned to bidder on successful commissioning of plant	Not agreed
		ii	Term of Agreement/PPA: The term of the Agreement shall be for a period of 25 years commencing from the date of commissioning of start and ending on the Expiry Date	The PPA will be required to be signed 30days after the issue of Work Order.
		iii	In the event of early termination of the Agreement, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR agrees to buy back the solar power plant installed at the Institute at the MNRE benchmark cost at the time of signing of PPA.	Please refer Clause 3.3.2 of the bid document.
		iv	Time Limit for completion for a 5.5 MW project of this nature must be at least 365 days from issuance of LOA	Agreed
		v	"... specified in this Clause 4 (the "Conditions Precedent") by the Developer within_____ days from the Effective Date" - Request you to kindly clarify the stipulated timelines for completion of effective date	90 days from issue of LOI the condition precedent have to be cleared
		vi	the Scheduled Commissioning Date and the Expiry Date shall be	Clause 5.6.1,5.6.2,5.6.3 is withdrawn

			deferred, subject to the limit prescribed in Clause 5.7.2 and Clause 5.7.3 for a reasonable period but not less than 'day for day' basis	
		vii	Please provide list of rooftops, land parcels, boundary walls, parking sheds, roads, water bodies etc. where installation needs to be carried out.	Clarified vide 2(iii).
		viii	Please clarify if Ground Mount capacity can be reduced to zero as per tender terms	As per the bid document.
		ix	If it is technically feasible, bidder should be allowed to decide on evacuation point.	Agreed
		x	This is only a template of the agreement and based on the Proposals, timing and other inputs from the proposal, INDIAN INSTITUTE OF TECHNOLOGY KHARAGPUR on a mutually agreed basis reserve the right to modify and improve any clauses/articles and include any other special terms and conditions or clauses in the PPA.	Not agreed
		xi	Request you to kindly clarify if minimum CUF is 14% or 1300 kWh per kWp (1300 kWh is 14.85% CUF)	1300kWh per 1kWp
		xii	Request you to kindly supply electricity at grid tariff	Already clarified in 2(xvi) above.
		xiii	It should be clarified if Other technologies like solar thermal, fuel cell, Wind Energy Converters shall be considered under C - Innovative category	Only PV is allowed
		xiv	Aluminum Cables should be allowed on AC Side as well as from SCB to Inverter	Clarified vide 2(i).
		xv	The financial bid submission should be called after detailed presentation on technical proposal as IIT kharagpur would finalize innovative technologies to be installed by the successful bidder.	Clarified vide 1(ii).
		xvi	Confirmation on requirement of Net Metering or 100% off take	The plant will be a captive plant and the entire energy produced will be consumed
		xvii	Some innovative technologies may not fulfil Technical specifications specified in Tender document same should be relaxed for category C and bidder should be allowed to propose	Not agreed.

			the specifications	
		xviii	C & B category would comparatively require more time than rooftop and ground mounted thus part commissioning should be allowed	Agreed. So PPA shall be signed within 30 days of the issue of Work Order.
		xix	Bid refers 5.5 MWp DC capacity but there is no mention of minimum AC capacity. Liberty to design and propose AC capacity against contracted 5.5 MWp should be given to the bidder.	Overloading is allowed provided it is within the given limit of inverter data sheet
		xx	Bid refers 5.5 MWp DC capacity but there is no mention of minimum AC capacity. Liberty to design and propose AC capacity against contracted 5.5 MWp should be given to the bidder.	Trees to be trimmed by IIT kharagpur in consultation with the developer.
		xxi	Master Layout depicting Boundary and proposed land (area) for Ground mount installation of IIT kharagpur is required for proposal and estimation	Clarified vide 3(vii).
		xxii	Distribution SLD of IIT Kharagpur is required for proposal and estimation	Clarified vide 3(vii).

Annexure-1

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To

WHEREAS _____(Name of bidder) (hereinafter called "the bidder " has submitted its RFP dated _____ (Date) for the execution of (Name of Contract)_____ (hereinafter called "the RFP") in favour of Indian Institute Of Technology, Kharagpur hereinafter called the " Employer ";

KNOW ALL MEN by these presents that we, _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at _____ (hereinafter called "the Bank" are bound unto the

employer for the sum of Rs_____

(Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

(a) If the bidder withdraws its RFP during the period of RFP validity specified in the RFP; or

(b) If the bidder having been notified of the acceptance of his RFP by the Employer during the period of RFP validity;

(i) Fails or refuses to execute the Agreement, if required; or

(ii) Fails or refuses to furnish the performance security or security Deposit, in accordance with of Terms and Conditions of this RFP.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand without the Employer having to substantiate his demand,

provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein,

- 1) our liability under this Bank guarantee shall not exceed
Rs _____ (Rupees _____
_____ only)
- 2) The bank Guarantee is valid upto _____ and
- 3) 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 _____ (mention period of the Guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 20 _____

SIGNATURE OF THE BANK