

Reply to Pre-bid Queries for tender “Works Contract on LSTK basis for Setting up 50 MW (±5%) Windfarm Projects each in the States of Madhya Pradesh and Maharashtra”

Sr. No.	Sec. No. / CI No. / Pg	<u>Tender Clause</u>	<u>Observation / Queries.</u>	<u>Proposed Clarification</u>
1.	SEC-I/1.0 (i)/Pg. 2 of 248	Bidder (s) to propose the most suitable site(s). Offers are invited in 4 lots where 2 lots are for each state (Maharashtra and Madhya Pradesh). Each lot shall have cumulative capacity of 25 (+/-5%) MW with maximum 2 sites of having minimum capacity of 10 (+/-5%) MW at any one site. Bidder (s) may quote for more than one project in different lots based on their eligibility as per Bidder's Qualification Criteria (BQC).	It is proposed that min. bid capacity to be offered should be 50 MW (+/- 5%) WPP in each state (Mah. & MP) wherein a bidder can offer 2 sites and under such 50MW (+/- 5%) capacity one sites can be offered as min. 10 MW (+/- 5%) capacity. We request to amend this condition in entire tender document.	Tender condition shall prevail.
2.	SEC-I/ 1.0 (ii)/Pg. 2 of 248 SEC-III/ 3.2.1.4 /Pg. 12 of 248 SEC-IV/CI. 4.5.1.4/Pg. 49 of 248	Duration of Contract: b. Comprehensive O&M Contract for maximum 10 years from the date of stabilization of the complete wind project. Order for Comprehensive O&M Contract shall be placed after the completion of 1 year warranty period post stabilization of the project extendable thereafter on discretion of the Owner. (First year O&M charge to be included in the quoted price). Order for Comprehensive O&M Contract for 9/10 years from the date of stabilization of the complete wind project as per financial bid. Initial contract for 5 years and extendable thereafter on discretion of the Owner.	We propose BPCL to reconsider the O&M contract for at least 10 years from the date of stabilization and further to be extended for next term of 10 years as per mutually agreed rates in vogue as per existing terms & conditions, considering the fact that the O&M contractor needs to invest into substantial facilities & deploy infrastructure for the effective O&M of each lot of 25 MW (which should be increased to 50 MW at least & O&M term to 10 years min.): <ul style="list-style-type: none"> Experienced Manpower such as Engineers, Technicians, procurement team, O&M Management team, local resources, transport vendors, security services, site stores, logistic support, etc. for providing the O&M Services. O&M services require resources and facility build-up at site level. In view of above, we request for amending this tender provision to min. 10 years of first O&M term.	Tender condition shall prevail
3.	SEC-I/ 1.0 (viii)/Pg. 2 of 248 SEC-III/CI.	Earnest Money Deposit (EMD) (Bid Security): EMD of Rs. 100.00 LAKH / USD 120,000/- to be submitted as NEFT/BG for each lot against which bidders offering the quote. Indian Bidders or Net amount of ₹	The EMD of Rs.1 Crore is too high for a lot size of 25 MW and should be Rs. 25 Lakhs for at least 50 MW project size. Thus, we request BPCL to reduce the value of EMD (max. Rs.25 Lakhs / 50 MW bid size)	SEC-I/ 1.0 (viii) Tender conditions shall prevail SEC-III/CI. 3.3

	3.3/Pg. 12 of 248	100 Lakh only for each lot.....	to encourage for more participation.	Tender conditions shall prevail
4.	SEC-I/ 1.0 (xi)/Pg. 3 of 248	Last Date for bidding (On-line): 01.01.2024	We request BPCL to extend the due date by at least 5-6 weeks from the date of issuance of last clarification / amendment , giving bidders time to comply with the requirement of bidding document viz. arrangement of land geo-coordinates / Land & PE MoU with a 3 rd party, PE drawings, wind resource data, etc. and preparation of competitive & no deviation bid.	Last Date for bidding (On-line): Bidder to refer tender portal for last date for bidding.
5.	SEC-I/ 1.0 (xii)/Pg. 3 of 248 SEC-II/7 (vii)/Pg. 7 of 248 SEC-III/CI. 3.26/Pg. 38 of 248	Last Date for bidding (Physical): Not Applicable. No manual bids/offers along with electronic bids/offers shall be permitted. Submission of Hard Copy of Documents i. Hard copies of the TPIA..... 'Verified from Originals'. ii. EMD/MSE Certificate (whichever is applicable).	BPCL to kindly consider submission of Wind data in a CD by the bidder & Integrity Pact along with EMD BG under “Submission of Hard Copy of Documents” . We request for suitable amendment in this regard.	SEC-I/ 1.0 (xii) Last Date for bidding (Physical): Refer tender portal, As per clause 3.26. SEC-II/7 (vii) No manual bids/offers along with electronic bids/offers shall be permitted except Physical submission as per clause 3.26. SEC-III/CI. 3.26 Submission of following Documents: i. Hard copies of the TPIA..... 'Verified from Originals'. ii. EMD/MSE Certificate (whichever is applicable). iii. Wind data in Compact Drive(CD)/ Pen Drive. iv. Integrity Pact v. Indemnity bond as per Annexure XVIII. vi. Affidavit and / or declarations required as per SECTION VI-B clause 6.4 and its subclauses. vii. Any other document/information as specified elsewhere in the tender document
6.	SEC-I/ 1.0	Security Deposit Cum Performance Bank Guarantee	We request BPCL to kindly consider SD cum	SEC-I/ 1.0 (xvii)

	(xvii)/Pg. 3 of 248 SEC-IV/CI.4.8/Pg. 50 of 248	(SPBG): The Successful bidder shall submit security Deposit Cum Performance bank guarantee for an amount equivalent to 10 % of contract value (except O&M value) The Successful bidder shall submit security Deposit Cum Performance bank guarantee for an amount equivalent to 10 % of EPC contract value (X1) within 15 days of issue of LOA	PBG as 3% of the total contract value (except O&M), within 21 working days , in place of 10% of CV in line with Office Memorandum No. F.9/4/2020-PPD dated 12/11/2020 issued by the Ministry of Finance, Govt. of India. Further, the submission of SD cum PBG shall be submitted within 21 working days of issue of LOA , in place of 15 days. We request for consideration & suitable amendment in this regard.	Tender condition shall prevail SEC-IV/CI.4.8 The Successful bidder shall submit security Deposit Cum Performance bank guarantee for an amount equivalent to 10 % of EPC contract value (X1) within 21 days of issue of LOA.....
7.	SEC-I/ 1.0 (xx)/Pg. 4 of 248	Validity of Offer: Offers shall be valid for a period of 180 days from bid closing date or extension, if any.	The offer validity period is too high as 100 MW capacity sites will get blocked for 6 months. It shall be difficult to block such high potential windy site (PLF @ 32% & 34%), PE, etc. for such longer duration in view of various upcoming tenders & other IPP deals for captive use. We request to BPCL to consider bid validity of 90 days in view of above reason.	SEC-I/ 1.0 Tender condition shall prevail.
8.	SEC-III/ 3.1.1/Pg. 11 of 248 In case of doubt, written queries should be raised within 14 days in case of open tenders from the date of publication of the tender. However, this shall not be a justification for request for extension of due date for submission of bids.....	Looking to the voluminous document (Annexure-1 to Annexure-15), it is quite difficult to read such voluminous documents (including the GCC, HSSE, Social Media policy etc) & raise all the queries. Therefore, we request BPCL to allow us at least another 7 days to submit our balance points on GCC, HSSE, Social Media policy documents etc., Also, bidders should be allowed to raise their queries at least upto 4-5 days before bid submission date. Request for consideration in this regard.	SEC-III/ 3.1.1 Request of bidders considered till the posting of corrigendum.
9.	SEC-III/ 3.1.1 (2 nd para) /Pg. 11 of 248	The bidder will declare the annual CUF of their site(s) at the time of Bid submission. The declared annual CUF shall in no case be less than 34% (Thirty Four Percent) P-90 for Maharashtra and 32% (Thirty Two Percent) P-90 for Madhya Pradesh.	We request to consider P-75 instead of P-90, as per prudent practice followed in the wind industry.	SEC-III/ 3.1.1 Tender condition shall prevail.

10.	<p>SEC-III/ 3.4 /Pg. 15 of 248</p> <p>SEC-III/CI. 3.4 (d) (V)/Pg. 16 of 248</p> <p>SEC-III/CI. 3.5.2.4.7.2/Pg. 25 of 248.</p> <p>SEC-III/CI. 3.26 (I)/Pg. 38 of 248</p>	<p>d) Document Verification: During BQC/EMD stage all vendors will have to submit *TPIA verified documents (*TPIAs which are accredited under “NABCB accredited bodies as per requirement of ISO/IEC 17020 as type “A” in QCI’s NABCB website (https://nabcb.qci.org.in/accreditation/reg_bod_insp_ectio_n_bodies.php)).</p> <p>Failure to submit the above documents as per Qualification Criteria will render the Bid liable to be rejected.....</p> <p>Document Verification:</p> <p>2. The certificate confirming both the Technical and Financial criteria above and all the documents submitted thereof, should be duly verified and certified by TPIA undertaking the certification.</p> <p>Hard copies of the TPIA certified Bid Qualification Criteria (BQC) documents and its supporting documents with Original Stamp of TPIA certified with comment ‘Verified from Originals’</p>	<p>It is shall be difficult for us to get the BQC document certified by TPIAs as against their original documents, as various documents are not available at our end for the WTG like certified power curve & thrust curve, besides other document.</p> <p>Hence, we request that at the bidding stage, bidder should be allowed to submit self-certified BQC documents as per prudent practice followed in other PSU tenders. However, TPIA verified document should be asked for submission only after award of contract to the successful bidder(s).</p> <p>In view of above, we request BPCL to kindly change the online bidding portal document submission requirements since few fields are mandatory in nature for “TPIA certified document” submission.</p> <p>We request for your consideration & amendment in this regard.</p>	<p>SEC-III/ 3.4</p> <p>Tender condition shall prevail.</p> <p>SEC-III/CI. 3.4 (d) (V)</p> <p>Tender condition shall prevail.</p> <p>SEC-III/CI. 3.5.2.4.7.2</p> <p>Tender condition shall prevail.</p> <p>SEC-III/CI. 3.26 (I)</p> <p>Tender condition shall prevail</p>
11.	<p>SEC-III/ 3.5.2.1 (B) /Pg. 20 of 248</p>	<p>i) Signed Agreement/PO copy/Work order/LOI or any other document which shows value of awarded works along with BOQ.</p> <p>ii) Commissioning Certificate/Final Bill certified by the client or any other document which conclusively proves completion and commissioning of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date, awarded value, Commissioned values, and Date of commissioning.</p> <p>iii) In case of combined works, clear calculations showing the bifurcated cost towards the</p>	<p>i) Since the BQC is not PO value based, therefore the applicability of contract value details may not be relevant. We request for its deletion as it shall be difficult for us to disclose the awarded value of other PSU clients, since we are bound by the confidently clause specified in such tenders. We request for suitable consideration in this regard.</p> <p>ii) Further, PSUs issue the completion certificate as per their own format, which may not include the awarded & commissioned contract values. As already requested above, since PO value-based BQC is not applicable in this tender, request for deletion of such requirements.</p> <p>We request BPCL to kindly amend such requirement.</p>	<p>SEC-III/ 3.5.2.1 (B)</p> <p>i) Signed Agreement/PO copy/Work order/LOI or any other document</p> <p>ii) Commissioning Certificate/Final Bill certified by the client or any other document which conclusively proves completion and commissioning of the awarded work. This document shall clearly mention Name of the client, Name of the job, Work Order / Purchase order / LOA No. and date and Date of commissioning.</p> <p>iii) Stands deleted</p> <p>iv) Tender condition shall prevail</p>

		similar work as defined above, duly certified by TPIA should be submitted.	iii) No PSU has ever asked such type of requirement & its not relevant as per the BQC requirements since PO value-based BQC is not applicable in this tender. We request to delete such requirement.	v) Tender condition shall prevail vi) Bidder shall submit proforma of Indemnity as per Annexure XVIII. (Separately for each lot) of the tender document failing which bid shall be rejected.
12.	SEC-III/CI. 3.5.2.3/Pg. 21 of 248	The availability of land to the bidder is a prerequisite a) The Bidder should give all relevant documents to satisfy OWNER regarding availability of land.	Land shall only be identified at time of bidding stage as land procurement shall be started only after the receipt of firm LOA / work order from client, as prudently followed in wind industry. We request to delete the requirement of land availability at bidding stage under BQC.	SEC-III/CI. 3.5.2.3 Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.
13.	SEC-III/CI. 3.5.2.3/Pg. 22 of 248	b) If the land offered is a private land, the Bidder shall furnish the following documents along with the bid: i. Copy of the Registered Sale Deed/Registered Lease deed in favour of the Bidder w.r.t. the land offered. In the event of the bidder being the lessee of the land offered, then such lease in favour of the bidder shall be for a minimum period of 30 years from the date of commissioning of the project and the said lease must not have any condition restricting sub lease in favour of the Owner. -Or- An Agreement to Sell/Agreement to Lease/MoU executed by the bidder with a	If the land offered is a private land, the Bidder shall furnish the following documents along with the bid: i. As land will not be in possession at bidding stage, we would not be able to submit the sale deed or registered lease deed copy to BPCL along with our bid. Only land identification details (i.e. geo-coordinates) can be submitted in the offer. The lease of private land on long term basis may please be considered for 27 years as against 30 years of lease term stipulated, since the WTG models are designed for 20 years of estimated life. Also, lease duration of 30 years will attract double stamp duty charges for entire 30 years tenor & will also increase the project cost of BPCL without giving any financial gains	SEC-III/CI. 3.5.2.3 Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.

		<p>third party (an individual or company) who is/are the landowner(s) and is in possession of such private land offered. In such cases, bidder must also submit an undertaking on non-judicial stamp paper from the Landowner stating that the landowner has no objection to get the land conveyed or leased for minimum 30 years from the date of commissioning of the entire project, as the case may be, to the Owner on the same lease/rental charges quoted by the bidder in financial bid, in the event of award of the contract to the Bidder.</p>	<p>for such extended time beyond 27 years.</p> <p>ii. BPCL is requested to allow provision of land arrangement (either sale deed or lease deed) through bidder itself or its 3rd party land aggregator (an individual or a company but not the landowner) with whom the bidder shall have a MoU for providing such offered land to BPCL (<i>MoU to be submitted with bid on non-judicial stamp paper</i>), without any additional charges other than as quoted by the bidder in its bid.</p> <p>Since, the offered land shall not be in possession of the bidder or its land aggregator, the land parcels shall be identified in terms of the geo-coordinates of each WTG location to be submitted by the bidder under its wind data details.</p> <p>Further, we would not be able to submit any Undertaking from Landowners towards NOC for allowing long term lease along with our bid, as this will disturb the procurement process, which will only start after we receive firm Work Order from BPCL, in line with the prudent practices followed in wind industry. The long-term lease deed will be signed between BPCL & the land aggregator or Landowner, whichever is applicable.</p> <p>We request for above amendment in this clause.</p>	
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14.	SEC-III/Cl. 3.5.2.3 / Pg. 22 of 248	<p>b) If the land offered is a revenue land, the Bidder shall furnish the following documents along with the bid:</p> <ul style="list-style-type: none"> i. Copy lease deed, if signed. ii. If Allotment Letter of competent authority is not available, the recommendation of allotment of offered land from the Nodal Agency will also be considered. In such case, the Bidder will have to submit an undertaking on non-judicial stamp paper that the land offered will be sub leased to the Owner within a period of maximum 9 (nine) months from the date of LOI/LOA after taking all necessary approvals/permissions as may be required for the purpose of such sub lease. <p>Copy of Allotment Letter in favor of bidder.</p>	<ul style="list-style-type: none"> i. Ok. ii. As per general practice followed in the wind industry, BPCL is requested to allow provision of land arrangement through bidder or its 3rd party land aggregator (an individual or a company) with whom the bidder shall have a MoU for providing such offered Rev. land to BPCL (<i>MoU to be submitted with bid on non-judicial stamp paper</i>), without any additional charges other than as quoted by the bidder in its bid. <p>However, it will not be possible to submit any Undertaking on non-judicial stamp paper that the land offered will be sub leased to the Owner within a period of max. 9 months from the date of LOI/LOA after taking all necessary approvals/permissions as may be required for the purpose of such sub lease. Rev. Land shall be sub-leased to BPCL till SCOD of the project as per prudent practice followed in wind industry (followed in SECI tenders / PSU tenders).</p> <ul style="list-style-type: none"> iii. As per above sub-clause, the option of availability of Allotment Letter is getting relaxed, then how can the Allotment Letter become mandatory in this sub-clause. We request BPCL to either shift sub-clause (iii) before sub-clause (ii) for sequential applicability or delete it from the 	<p>SEC-III/Cl. 3.5.2.3</p> <p>Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.</p>
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			<p>requirement, since it is already covered under (ii) above.</p> <p>We request BPCL for an amendment in this regard.</p>	
15.	<p>SEC-III/Cl. 3.16/Pg. 30 of 248</p> <p>SEC-III/Cl. 3.16.7 (iii) /Pg. 31 of 248</p> <p>SEC-III/Cl. 3.17.4/ Pg. 33 of 248</p>	<p>Bidder has the option to provide BPCL with ownership or long-term lease (minimum 30 years from the date of commissioning of the project) over the Land(s).</p> <p>NPV of Land lease/Sub lease rental (X-4) for 30 years from the commissioning of project, quoted by the bidder in BRS P-VI, if quoted.</p> <p>BPCL reserves the right to extend the original lease period for another 25 years or suitable period or surrender after completion of initial lease period, at its own discretion.</p>	<p>As explained in preceding clauses, long-term lease duration for Pvt. Land as 30 years is not required since it will attract double stamp duty charges for such 30 years tenor, thus will increase the project cost of BPCL without giving any financial gains for such extended time beyond 27 years, as WTG is designed for 20 years.</p> <p>We request to consider 27 years as max. lease period & amend this condition.</p> <p>Further, as est. AEP for only 10 years is being considered in bid Evaluation, therefore, the lease rental value upto 10th year of O&M should only be submitted by bidder in its price bid & same be considered for bid evaluation.</p> <p>However, for BPCL, reference of prices including applicable escalation, if any, upto 10th year can be considered for next 10 years term, if required for its internal usage.</p> <p>The owners of such private land may or may not agree extend the said lease period beyond initial lease period of 27 years. Also, the present ownership at that point may not be alive to consent it, which may become sub-judice matter at the later stage or the landowners may not even provide it for lease at this stage itself considering almost 50 years+ lease duration.</p>	<p>SEC-III/Cl. 3.16</p> <p>Bidder has the option to provide BPCL with ownership or long-term lease/ Sub-lease (minimum 26 years from the date of commissioning of the project) over the Land(s).</p> <p>SEC-III/Cl. 3.16.7 (iii)</p> <p>NPV of Land lease/Sub lease rental (X-4) for 26 years from the commissioning of project, quoted by the bidder in BRS P-VI, if quoted.</p> <p>SEC-III/Cl. 3.16.7 (ix) Table SI. No 4</p> <p>X-4 : NPV of Quoted Land lease charges for 26 years from the date of commissioning of the project</p> <p>SEC-III/Cl. 3.16.7 (ix) Table SI. No 6 to be read as SI. No. 5 and amended as:</p> <p>Y: Annual Energy Production (AEP) of Windfarm as per clause 4.23 for each year during the O&M period as per stipulated evaluation criteria of tender</p>

			<p>Thus, BPCL shall not have any discretion under this tender / contract to extend the lease beyond 27th year as no land-owner would accept such conditions.</p> <p>We request for amendment of all above clauses.</p>	<p>SEC-III/CI. 3.17.4</p> <p>Owner reserves the right to extend the original lease period for another 25 years on mutually agreed terms with the bidder/ Land Aggregator/ Landowners. In case of revenue lands, the conditions for such extension shall be governed by the local laws of the concerned state.</p>
16.	SEC-III/CI. 3.16.7 (i)/Pg. 31 of 248	Total EPC as per Sl. No. 4 of BRS No. P-I price (X-1) quoted by bidder in Bid Response Sheet P-I	<p>Kindly note Bid Response Sheet P-I is not available on BPCL e-tendering portal.</p> <p>Will it be created automatically upon filling all the schedules, we request for clarification in this regard.</p>	<p>SEC-III/CI. 3.16.7 (i)</p> <p>Total EPC as per Sl. No. 4 of BRS No. P-I price (X-1) quoted & auto computed, by bidder in Bid Response Sheet P-I</p>
17.	SEC-III/CI. 3.16.7 (iv)/Pg. 31 of 248	NPV of S & F charges (X-3) as quoted in BRS P-VII.	<p>As prudently followed in wind industry, BPCL shall have to appoint the QCA for Scheduling & Forecasting of its WPP, being owner of the project including all the related compliances.</p> <p>We shall only provide 10 minutes interval data of WTGs to BPCL or its designated QCA, for their S&F activity.</p> <p>Further, we also request BPCL to kindly delete the price schedule for S&F charges (BRS-VII) to be quoted by bidder.</p>	<p>SEC-III/CI. 3.16.7 (iv)</p> <p>Tender condition shall prevail</p> <p>SEC-III/CI. 3.16.7 (v)</p> <p>Total Annual Energy Production (AEP) for 10 years as evaluated. AEP furnished by the bidders and accepted by OWNER as per Clause No.4.23</p>
18.	SEC-III/CI. 3.16.7/Pg. 32 of 248	Cost per kWh will be calculated based on CAPEX and OPEX as quoted by bidder for the Guaranteed Baseline Annual Saleable Energy at metering point specified by the bidder The following methodology will be used for calculating the Cost per kWh.	<p>Since there is no Guaranteed Generation, we request BPCL to delete the word “Guaranteed Baseline Annual Saleable Energy at metering point” to be specified by the bidder as we shall submit the estimated annual energy production (AEP) at P75 & P90 levels only, without any guarantee. Therefore, we request BPCL to modify this clause.</p>	<p>SEC-III/CI. 3.16.7</p> <p>Cost per kWh will be calculated based on CAPEX and OPEX as quoted by bidder for Annual Saleable Energy at metering point specified by the bidder and accepted by BPCL The following methodology will be used for calculating the Cost per kWh.</p>
19.	SEC-IV/CI. 4.0/Pg. 43 of 248	DEFINITIONS & INTERPRETATION Acts / Codes shall mean, but not limited to the following, including the latest amendments, and / or		<p>SEC-IV/CI. 4.0</p> <p>DEFINITIONS & INTERPRETATION</p>

		<p>replacements, if any: -</p> <ol style="list-style-type: none"> 1. Electricity Act, 2003, if any. 2. CEA (Measures relating to Safety & Electric Supply) Regulations 2023 3. A.I.E.E Test Codes 4. American Society (ASTM Codes). 5. Relevant standards (IS Codes) 6. Arbitration and Conciliationthere under. 7. Environment (Protection)..... there under. 8. Other approved matter of the Contract. <p>.....</p> <p>DEFINITIONS & INTERPRETATION Commercial Operation Date (COD) of WEG shall mean the date on which the Power Producer / Developer synchronize the last Wind Energy Generator with the Grid system and certificate of Commissioning of WEG for the date is issued by Nodal Agency / MSETCL/MPPTCL</p>	<p>2. We request BPCL to note that our WTG is certified for CEA 2019, and this is in force today. We would not be able to comply with CEA 2023 requirements, which calls for change in design & thus revised Type Certification requirements.</p> <p>We request BPCL to amend this definition.</p> <p>Commercial Operation Date (COD) for each WTG shall be as per the commissioning certificate issued by the DISCOM / SNA for every individual WTG, as & when it is commissioned.</p> <p>We request BPCL to amend this definition, which is relevant to STU / EPC projects.</p>	<p>Acts / Codes shall mean, but not limited to the following, including the latest amendments, and / or replacements, if any: -</p> <p>Sr. No. 2 amended as:</p> <p>CEA (Measures relating to Safety & Electric Supply) Regulations as applicable.</p> <p>The rest other conditions shall prevail as per original tender.</p> <p>Commercial operation date and commissioning of project shall have same meaning and already defined existing tender condition as SEC-IV/CI. 4.0.</p>
20.	SEC-IV/CI. 4.0/Pg. 43 of 248	<p>DEFINITIONS & INTERPRETATION Completion Certificate Common Facilities Delivered Energy Date of completion Defect Liability Period</p>	<p>The clause number indicated in these definitions are incorrect.</p> <p>We request BPCL for suitable correction.</p>	<p>SEC-IV/CI. 4.0</p> <p>DEFINITIONS & INTERPRETATION</p> <p>Completion Certificate shall mean as defined in 4.22 of Section IV.</p> <p>Common Facilities As defined at clause number 4.31.</p> <p>Delivered Energy means the kilowatt hours of electricity actually fed and measured by the energy meters at the Delivery Point and as certified by Maharashtra/ Madhya Pradesh SLDC as per clause 4.22.3.</p> <p>Date of completion means the date of issue of completion certificate as per clause no. 5.22.</p> <p>Defect Liability Period” means the period of validity of the warranties given by the Contractor, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in Clause No.</p>

				<p>4.26 (Defect Liability) hereof</p> <p>Project Life Deleted</p> <p>Design Life means the designed life of WEGs and all associated equipment as per type certification and the same shall not be less than 20 years.</p> <p>Operational or Useful Life means the useful/operational life of WEGs and all associated equipment as per CERC and the same shall be 25 years.</p> <p>WEG/WTG/WEC shall mean Wind Energy Generator/Wind Turbine Generator/Wind Energy Converter and shall carry same meaning.</p>
21.	<p>SEC-IV/Cl. 4.0/Pg. 43 of 248</p> <p>SEC-IV/Cl. 4.9.4/Pg. 50 of 248</p>	<p>Effective Date / Zero Date shall mean the date of issue of Fax / Letter of Intent/ Letter of Acceptance.</p> <p>Commissioning schedule for the Windfarm shall be 21 (Twenty-One) months from the date of issue of LOI/LOA.</p>	<p>Kindly consider detailed LOA issuance date as “Effective Date / Zero Date” for the project.</p> <p>We request BPCL for suitable amendment in this regard.</p>	<p>SEC-IV/Cl. 4.0</p> <p>Tender condition shall prevail</p> <p>SEC-IV/Cl. 4.9.4</p> <p>Tender condition shall prevail</p>
22.	SEC-IV/Cl. 4.0/Pg. 44 of 248	GF means failure of power evacuation system beyond metering point i.e. MSETCL/MPPTCL system	We request BPCL to include breakdown / curtailment/ backdown sought by MSETCL/MPPTCL under this Grid Failure “GF” clause.	GF means failure of power evacuation system beyond metering point i.e. MSETCL/MPPTCL system including breakdown / curtailment/ backdown sought by MSETCL/MPPTCL up to the metering point.
23.	SEC-IV/Cl. 4.0/Pg. 44 of 248	Metering Point / Delivery point / interconnection point means the point at which energy supplied to MSETCL/MPPTCL shall be measured and shall be the bus bar of the MSTECL / MPPTCL/ CTU substation at which the wind power is injected.	We request to delete “ interconnection point ” from here as interconnection point is already defined separately under 7 th definition on page 44, to avoid ambiguity at latter stage.	Stands deleted.
24.	SEC-IV/Cl. 4.9.2/Pg. 50 of 248	The bidder shall submit a detailed Program Schedule in MS Project within the time frame agreed covering all activities with various key phases of supply and service obligations under the contract such as supply schedule and field erection activities within fifteen	We request BPCL to consider at least 2 months from LOA for submission of activity chart since the land procurement & other activities shall start by then, which shall be appropriate time for doing the planning	SEC-IV/Cl. 4.9.2
				Tender conditions shall prevail with following addition to existing clause:

		(15) days of the date of Letter of Intent (LOI)/ Letter of Award (LOA).	<p>activities for the project.</p> <p>We request for suitable amendment in this regard.</p>	<p>The detailed Program Scheule in MS Project shall be prepared considering activity chart enclosed as Annexure XVII.</p> <p>The duration considered for each activity in said Annexure can be modified suitably by bidders subject to earlier transfer of land in the name of Owner.</p>
25.	SEC-IV/CI. 4.9.5/Pg. 50 of 248	Transfer / Lease / Sub lease of land in the name of OWNER shall be got done within 9 (Nine) months from signing of contract agreement.	<p>As per general practice followed in the wind industry, Land is not banked now-a-days, as it leads to number of problems & also the state regulations doesn't allow banking of land in the name of a single entity beyond certain limits.</p> <p>Therefore, the land procurement starts only after the receipt of firm work order with advance from the customers. In wind projects, the land is transferable till SCOD of the project as per prudent practice followed in wind industry.</p> <p>The NA & other compliances may go beyond SCOD, which is the most time taking activity.</p> <p>We request for suitable amendment in this regard.</p>	<p>SEC-IV/CI. 4.9.5</p> <p>Covered in land related queries and its response</p>
26.	SEC-IV/CI. 4.10.1/ Pg. 51 of 248	Minimum monthly machine availability after stabilization should be 97% for Complete Windfarm for the next one month.	<p>We shall not be able to provide monthly MA guarantee (@ 97%) post stabilization period. However, after completion of stabilization period, we shall guarantee machine availability for the windfarm as per the final average MA guarantee clause (yet to be amended).</p> <p>We request BPCL to delete requirement of monthly machine availability.</p>	<p>SEC-IV/CI. 4.10.1</p> <p>Minimum monthly machine availability after stabilization should be 95% for Complete Windfarm for the next one month.</p>

27.	SEC-IV/CI. 4.10.2/ Pg. 51 of 248	SCADA has been commissioned and fully operational including connectivity at Owner's premises. There should not be any discontinuity for a minimum period of 15 days from the date of connectivity at owner's premises & it remains operational thereafter. In case of any interruption during test period of 15 Days test period will start afresh.	We request BPCL to consider SCADA connectivity at site CMCS level as a precondition for achieving stabilization of WTGs, as against connectivity at BPCL's office, which is prudently followed in wind industry. We request for suitable amendment in this regard.	SEC-IV/CI. 4.10.2 Tender condition shall prevail
28.	SEC-IV/CI. 4.19 (A)/Pg. 55 of 248	For Land: i. 90% on transfer of land in the name of owner, peaceful possession & execution of land deed by way of outright purchase or lease or Sub-lease or mixture of two or more and as per the detailed scope of Work. 10% against complete commissioning of entire system	We request to amend the payment terms to make them workable as under: i. 30% of Land Order value on submission of copy of Agreement to Sale (ATS) or Sale deed or Agreement to Lease, for WTG location land parcels in the name of Land Aggregator in case of private land, on pro-rata basis. In case of Govt. Rev. Land, the Land Lease Agreement of bidder or its Land aggregator, signed with the Govt., in case of Revenue	SEC-IV/CI. 4.19 (A) For Land: The tender condition shall prevail.

			<p>land, if applicable, on pro-rata basis.</p> <p>ii. 65% of Order Land value on signing of sale deed / lease deed / sub-lease deed in favor of BPCL, on pro rata basis.</p> <p>5% of Order Land value on commissioning of WTGs, on pro rata basis.</p>	
29.	SEC-IV/Cl. 4.19 (B)/Pg. 55 of 248	<p>B1) For supply of plant and equipment as quoted in Schedule of Prices BRS P – II</p> <p>i. 5% payment against approval of micro siting.</p> <p>ii. 65% payment against receipt of material at site on prorated basis.</p> <p>iii. 15% against erection, testing and pre-commissioning of WEGs on prorated basis.</p> <p>iv. 5 % against commissioning of WEGs on prorated basis.</p> <p>v. 5% on submission of completion certificate as per clause no. 4.23 of the Wind Energy Project</p> <p>vi. 3% payment against successful completion of Power Curve Verification test.</p> <p>vii. 1% after six months to be reckoned from completion of stabilization period.</p> <p>1% after twelve months to be reckoned from completion of stabilization period or completion of defect liability period whichever is later.</p>	<p>Since PBG shall be available with BPCL, last 2-3 milestone post commissioning, may please be deleted to improve the project cash flow to help the project achieve the substantial work progress.</p> <p>Any payments scheduled post commissioning, blocks the cash flow for which bidder has already delivered the equipment / services worth 100% value.</p> <p>In view of above, we request BPCL to kindly amend the Supply payment terms to make them workable as per below:</p> <p>i. 10% payment against approval of micro siting.</p> <p>ii. No change.</p> <p>iii. 15% on erection of WEGs, on prorated basis (<i>testing & pre-comm. falls under commissioning milestone, else this MS payment will get delayed near to commissioning & doesn't serve the purpose of having MS payments as such</i>).</p> <p>iv. No change.</p> <p>v. No change(Only correction as Cl. No. 4.22 in place of 4.23).</p> <p>vi. To be Deleted, as PBG shall already be available with BPCL.</p> <p>vii. Both to be Deleted.</p>	<p>SEC-IV/Cl. 4.19 (B)</p> <p>B1) For supply of plant and equipment as quoted in Schedule of Prices BRS No. P – II</p> <p>Tender condition shall prevail except sr. no "v." to be read as:</p> <p>v. 5% on submission of completion certificate as per clause no. 4.22 of the Wind Energy Project</p> <p>And</p> <p>In case of Private land whether outright purchase or lease or sub-lease, any payment under this head shall only be made to bidder after successful transfer of the land in the name of the Owner.</p>

30.	SEC-IV/CI. 4.19 (B)/Pg. 55 of 248	<p>B2) For Erection and commissioning works</p> <ul style="list-style-type: none"> i. 5% on start of foundation works (after approval of Reinforcement steel, design mix, etc.) ii. 55% on completion of Foundation on prorate basis. iii. 15% on completion of Erection of WEG and all equipment on prorate basis. iv. 10% on erection of evacuation system. v. 10% against commissioning of WEG on prorate basis. vi. 5% on submission of completion certificate as per clause no.5.23 of the Wind Energy Project. 	<p>B2) For Erection and commissioning works</p> <p>We request to amend the payment terms to make them workable as under:</p> <ul style="list-style-type: none"> i. 5% on start of foundation works (i.e. after approval of design mix,). ii. No change. iii. 15% on completion of Erection of WEGs on prorate basis iv. No change. v. No change. vi. No change..... (reference change Cl. No. 4.22 for Cl. No.5.23). <p>We request for above changes in these payment terms.</p>	<p>SEC-IV/CI. 4.19 (B)</p> <p>B2) For Erection and commissioning works as quoted in Schedule of Prices BRS No. P – III</p> <p>Tender condition shall prevail except sr. no “vi.” to be read as:</p> <p>5% on submission of completion certificate as per clause no. 4.22 of the Wind Energy Project</p> <p style="text-align: center;">And</p> <p>In case of Private land whether outright purchase or lease or sub-lease, any payment under this head shall only be made to bidder after successful transfer of the land in the name of the Owner</p>
31.	SEC-IV/Advance Payment /Pg. 57of 248	<p>ADVANCE PAYMENT:</p> <p>On specific request of the bidder, Owner may release interest BGs shall remain effective until.....BG shall be provided as per the attached Proforma in the tender document.</p> <p>Necessary insurance on the Product and hypothecation needs to be done in favour of the Owner..... No loading shall be done in the price bid on account of availing the advance as the same is interest bearing.</p>	<p>ADVANCE PAYMENT:</p> <p>We request BPCL to kindly delete the requirement of “Necessary insurance on the Product and hypothecation needs to be done in favour of the Owner” as this condition is not relevant to Advance Payment.</p> <p>Request for suitable amendment in this regard.</p>	<p>SEC-IV/Advance Payment</p> <p>Tender conditions shall prevail</p>
32.	SEC-IV/CI. 4.22.1/ Pg. 59 of 248	<p>The contactor shall submit Completion Report of the project to..... Four sets of as built drawings showing..... shall also be submitted.</p> <p>Four sets of as built drawings & for Electrical system study conducted through ETAP, etc. native files like .OTI to be submitted by bidder.....</p> <p>Certificate regarding completion of the facility in all respect including SCADA by the Engineer In-Charge / Consultants.</p>	<p>As the WTG & allied systems involves proprietary information in the form of design, details / calculations & assumptions, etc., therefore all such data is not possible for submission in public domain, as prudently followed in all PSU tenders.</p> <p>We request BPCL to kindly delete this requirement & amend this clause accordingly.</p>	<p>SEC-IV/CI. 4.22.1</p> <p>The contactor shall submit Completion Report of the project to the Owner. The Completion Report shall consist of the following documents:</p> <p>Sr. No. “ii” shall be read as:</p> <p>Technical documents as per scope of work & technical specifications according to which the work has been carried out.</p> <p>Four sets of as built drawings showing therein</p>

				<p>modification and corrections, if any, made during the course of execution signed by the Contactor. A soft copy of as built drawings shall also be submitted. As built shall include - Soft copy format shall also include PDF files.</p> <p>Copy of complete layout of the Windfarm including Evacuation system</p> <p>Copies of test Certificates for type / routine tests performed on major equipment and Works</p> <p>O&M Manuals – 3 sets Copies of Statutory clearances / permissions.</p> <p>Certificate / undertaking for making payment of all statutory requirements, labour wages and others and for any such claims.</p> <p>An undertaking confirming the payment of all statutory taxes & duties, or document (s) having evidence of paying statutory duties, taxes etc. as per requirement of concerned statutory authorities.</p> <p>Certificate regarding completion of the facility in all respect including SCADA by the Engineer In-Charge / Consultants.</p>
33.	SEC-IV/CI. 4.22.3/ Pg. 59 of 248	<p>Delivered Energy</p> <p>Delivered energy is the kilowatt hours of electricity actually fed and measured by the energy meters at the Delivery PointPooling Station and MSETCL's receiving sub-station from the energy recorded at Pooling Station.</p>	<p>As this clause has no relevance with the issuance of Completion certificate, we request BPCL to kindly delete this condition, since this has no role in our project execution part.</p> <p>We request for its deletion.</p>	<p>Bidder to refer clause 4.0 for definition of delivered energy.</p>
34.	SEC-IV/CI. 4.23/ Pg. 60 of 248	<p>ESTIMATED ANNUAL ENERGY PRODUCTION</p> <p>Bidder shall submit estimated Annual Energy Production.....</p> <p>4. Digitized contour map at contour intervals of 2 meter for the proposed site(s) for complex terrain and 10 m for uniform terrain and 10 m / 20 m for surrounding areareference wind mast</p>	<p>We request BPCL to consider Digitized contour map at contour intervals of 5 meter, which is prudently followed in EYA process.</p>	<p>SEC-IV/CI. 4.23</p> <p>Bidder shall submit estimated Annual Energy Production (AEP) of the offered Windfarm by using Wind Resource Assessment tools & will declare the annual CUF of Project in his bid submission. The bidder will declare the annual</p>

		location.	<p>CUF of their site(s) at the time of Bid submission. The declared annual CUF shall in no case be less than 34% (Thirty Four Percent) P-90 for Maharashtra and 32% (Thirty Two Percent) P-90 for Madhya Pradesh.</p> <p>The bidder shall submit the following details with the bid both in soft copy and hard copy: -</p> <p>Sr. 1 to 11 and other bid conditions shall prevail.</p> <p>Other conditions under this clause are amended up to following extent:</p> <p>Based on the above inputs, Owner / Consultant shall get the estimated deliverable generation worked out. If required, Owner / Consultant may ask for additional information. Further, Owner and Consultant's representative may visit the offered site(s) and collect site(s) specific information for which bidder will provide all the necessary assistance.</p> <p>Consultant, during site(s) visit, will collect actual energy generation of the WEGs installed in that area or nearby area from the date of installation of such WEGs and calculate the average annual energy generation so as to arrive at final Estimated Annual Energy Production of the offered site(s).</p> <p>Wind data submitted by the bidder for own mast should have NIWE report on verification procedure with data like Wind Power Density (WPD), annual mean wind speed etc. However, NIWE certificate could be submitted within one month of submission of bid.</p> <p>Estimated deliverable annual energy production (AEP) will be worked out by the consultant by giving effect of array efficiency, machine availability, grid availability, wind variation, internal consumption, and evacuation losses and as accepted by Owner, shall be considered for</p>
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				<p>financial evaluation of the Bids.</p> <p>Necessary corrections shall be carried out by Owner or its Consultant in the AEP furnished by bidders. The lower of the two-estimated generation, after corrections, shall be considered for evaluation of bids.</p> <p>No change in data once furnished by the bidder at the time of submission of the bid relating to estimation of generation like machine model, rotor diameter, hub height, location of site(s), micro-siting plan of the Windfarm etc; shall be permitted. However, during the execution of the project, in case it becomes necessary for the Bidder then changes in location may be accepted by Owner but this should not affect the annual energy estimation. In such an event Owner will get the estimation of generation of the Windfarm checked from the Consultant with the changed data and if the generation so worked out is found to be less than what was considered for financial evaluation, then the Bidder shall modify the financial parameters in such a way that the EBV shall be unchanged/ ensured.</p>
35.	SEC-IV/Cl. 4.23/ Pg. 62 of 248	<p>ESTIMATED ANNUAL ENERGY PRODUCTION</p> <p>Bidder shall submit estimated Annual Energy Production</p> <p>No change in data once furnished by the bidder at the time of submission of the bid relating to estimation of generation like machine model, rotor diameter, hub height, location of site(s), micro-siting plan of the Windfarm etc; shall be permitted. However, during the execution of the project, in case it becomes necessary for the Bidder then changes in location may be accepted by Owner but this should not affect the annual energy estimation. In such an event Owner will get the estimation of generation of the Windfarm checked from the Consultant with the changed data and if the generation so worked out is found to be less than what was considered for</p>	<p>Since the EBV is the bid evaluation criteria as per this tender, therefore we request BPCL to consider “EBV remaining unchanged” in place of “post-tax IRR to be maintained” as IRR is not the tender criteria. This change will not have any impact on BPCL in any way.</p> <p>We request for a change in this clause.</p>	<p>SEC-IV/Cl. 4.23</p> <p>ESTIMATED ANNUAL ENERGY PRODUCTION</p> <p>Bidders to refer the amended clause 4.23.</p>

		financial evaluation, then the Bidder shall modify the financial parameters in such a way that the post-tax IRR is maintained.		
36.	SEC-IV/CI. 4.25.1/ Pg. 65 of 248 4.26.2// Pg. 65 of 248 4.26.4// Pg. 65 of 248	All the standard tests in accordance with applicable standards shall be carried out at the manufacturer's works with 100 % inspection on all the major equipment and accessories viz nacelle assembly which includes Gearbox, Generator & control panel, rotor blades, towers, and power transformers covered by these specifications so as to ensure efficient operation and satisfactory performance of all the component/parts. The bidder shall furnish complete list and details of all such tests to be conducted on different equipment. The contractor shall furnish copies of all tests/ inspection reports of their works for reference/review to the owner/consultant.	Testing shall be carried out by the OEM's QC team on 100% quantity as per the QAPs for Nacelle & Hub Assembly (which also includes control panel, gear box & generator as an integrated part of Nacelle Assy.), Rotor Blades, Tubular Towers & 33/0.69 kV unit Transformers. We request BPCL to suitably amend this clause as we would not be able to provide separate inspection for gear box, generators, panels etc. as these sub-components get tested while Nacelles is tested. Also, we procure these sub-components in advance & bulk quantities. Thus, request BPCL for amending this clause.	SEC-IV/CI. 4.25 The typographical error has been corrected in sub-clauses and reproduced below for better clarity. This shall supersede earlier clause 4.25.1 and 4.26.2 at page no. 65 of 248. 4.25.1 All the standard tests in accordance with applicable standards shall be carried out at the manufacturer's works with 100 % inspection on all the major equipment and accessories viz nacelle assembly (Inclusive of generator, Gear box & Control Panel) rotor blades, towers, and power transformers covered by these specifications so as to ensure efficient operation and satisfactory performance of all the component/parts. The bidder shall furnish complete list and details of all such tests to be conducted on different equipment. The contractor shall furnish copies of all tests/ inspection reports of their works for reference/review to the owner/consultant. 4.25.1a All major equipment/critical items (towers, rotor blades, nacelle assembly and transformers) shall be inspected and tested through NABCB approved third party inspection agencies having experience of inspection of wind turbine's major equipment 4.25.4 OWNER reserves the right to carry out inspection up to 10% of the critical items (Clause 4.25.1a) by their own representative or consultant at the factory premises in line with approved QAP, as per EPC schedule furnished

				by the bidder after Award of Contract, so that implementation schedule could be adhered
37.	SEC-IV/CI. 4.25.3/ Pg. 65 of 248 And SEC-VI/CI. 6.32.3/ Pg. 89 of 248	After award of contract, Contractor should submit Validation of all design documents, design basis report, STADD file and design drawing for the for WTG which includes the lattice/hybrid structure details along with foundations. Also confirm that structure will withstand from corrosion for minimum 25 years of lifetime. The validation should be done from a reputed technical institute such as IITs, NITs etc.	The offered WTG model shall be Type Certified by Internationally Accredited Type Certification Agencies & the model shall also be approved by MNRE, Govt. of India and included in the RLMM issued on monthly / quarterly basis. <i>It shall not be possible to submit design validation details, which contain design part of WTG & design related calculations / value. However, the design validation of WTG including its foundation is part & parcel of WTG Type Certification process, only after successful validation, the Type Certification is issued by such accredited agencies.</i> However, as per CI.7.30 of Technical Specification of BPCL tender, we shall get the WTG foundation design vetted by IIT/NIT/SERC and submit the same to BPCL for reference & records. We request BPCL to delete the CI.No.4.25.3 and 6.32.3 in view of above.	SEC-IV/CI. 4.25.3 After award of contract, Contractor should submit Foundation design details and lattice/hybrid structure details/tubular documents duly vetted by NIT/ IIT for review and approval by PMC / Owner. SEC-VI/CI. 6.3.1 Following documents with technical offer wherever applicable in three copies each shall be submitted to Owner as well as Consultant for review and approval: Addition of new condition: HSSE plan and policy for construction and O&M period. SEC-VI/CI. 6.3.2. Contractor should submit Foundation design details and lattice/hybrid structure details/ documents duly vetted by NIT/ IIT for review and approval by PMC / Owner. Bidders to also confirm that structure will withstand from corrosion for minimum 20 years of designed lifetime from the date of stabilization. The WEG model offered(s) offered by the bidder(s) should be Type Certified & approved by MNRE, Govt. of India.
38.	SEC-IV/CI. 4.25.5/ Pg. 65 of 248	Prior to raise inspection call to BPCL, bidder shall: a) Inform 15 days well before scheduled date of inspection to BPCL/PMC. b) Furnish type test reports for all major equipment. c)	WTG components are very large in size, therefore it requires large area for storage. The manufacturing plants do not have such large storage areas available to store the WTG components like Nacelle Assy., Rotor	SEC-IV/CI. 4.25.5 Tender condition shall prevail.

		<p>d)</p> <p>e)</p>	<p>Blades, Tubular Towers & Transformer in assembled conditions.</p> <p>In view of the same, it is requested that the advance notice of 3 days shall be provided by us to BPCL to depute its representative for inspection at our / our vendor's factory as it would be difficult for us to keep finished components in store for such long time of 15 days, which is also not as per prudent practices prevailing in the wind industry.</p> <p>Request for suitable amendment in this regard.</p>	
39.	SEC-IV/CI. 4.26.3/ Pg. 66 of 248	<p>Post commissioning of the Windfarm, no O&M charges shall be paid to the contractor till successful completion of defect liability period of initial 12 months from the date of stabilization of the Project. However, statutory charges required after commissioning as indicated in the financial bid shall be paid to the authorities by the contractor well within the due date & time and same shall be reimbursed and paid by the Owner on production of bill along with the quarterly O&M charges.</p>	<p>As the statutory agencies would raise the payment demands in the name of BPCL being owner of the project, thus we will not be able to make any payments in our system for BPCL, as we are subjected to external audits. However, in case any of the statutory agencies claim any charges from us for the shared facilities, then BPCL shall reimburse us such charges apportioned for its capacity under such shared facility.</p> <p>Further, as per tender CI. No.6.16, all statutory charges & lease rental charges shall be paid directly by BPCL post commissioning of WTGs.</p> <p>We request BPCL to amend this clause as per above.</p>	<p>SEC-IV/CI. 4.26.3</p> <p>Tender condition shall prevail.</p>
40.	SEC-IV/CI. 4.28/ Pg. 67 of 248	<p>FUNCTIONAL & OPERATIONAL TESTS</p> <p>After stabilization of the complete project, the following tests should be carried out: 4.28.1..... 4.28.2.....</p>	<p>We request BPCL to consider conducting of Functional & Operational Test for WTGs in a batch size of 5-7 nos. at a given site, which is prudently followed in wind industry.</p>	<p>SEC-IV/CI. 4.28</p> <p>Tender condition shall prevail.</p>
41.	SEC-IV/CI. 4.29/ Pg. 68 of 248	<p>POWER CURVE PERFORMANCE TEST</p> <p>Power curve performance test on one WEG of each Windfarm i.e 25 MW ($\pm 5\%$) shall be conducted at each site(s) for ascertaining its performance with reference to certified power curve of the machine.</p>	<p>We request BPCL to consider only 1 test for each project of 50 MW in each state, in case the offered WTG model is not changing in both the lots of 25 MW each. In case a different WTG model is offered by</p>	<p>SEC-IV/CI. 4.29</p> <p>Tender condition shall prevail.</p>

		The test shall be conducted during first year of operation of the wind energy project in accordance with methodology detailed at Annexure X of this document	the bidder in any one lot in a state, then the bidder shall conduct 2 Power Curve tests separately for the offered WTG models in such state. We request for above amendment, as this change would reduce the burden on BPCL's capex without any commercial impact.	
42.	SEC-IV/Cl. 4.33/ Pg. 69 of 248	RIGHTS OF USE / ACCESS OF COMMON FACILITIES OWNER will have the right to use and create charge the Common Facilities for the life of the Windfarm. Bidder to mention complete mechanism for right of use as per BRS-20 (b).	Since BPCL shall enjoy the undivided share of common / shared facilities within the wind farm, therefore BPCL cannot create any charge on such common / shared facilities. The charge can only be on the WTGs which are exclusive to BPCL. We request for an amendment in this regard.	SEC-IV/Cl. 4.33 OWNER will have the right to use the Common Facilities for the entire life of the Windfarm, an agreement shall be signed as per Clause No. 6.4.5.4. Bidder to mention complete mechanism for right of use as per BRS-20 (b).
43.	SEC-V/Cl. 5.1/ Pg. 72 of 248 And SEC-VI(C)/Cl. 6.12 / Pg. 104 of 248	TERM OF O&M CONTRACT The Contractor here termed as "Operator" and term "Contractor", "bidder" and "vendor" elsewhere mentioned shall have same meaning unless and otherwise exclusively mentioned shall be responsible for Comprehensive Operation and Maintenance of the wind power project for 10 years from the date of stabilization of the complete wind project. Initial contract for 5 years and extendable thereafter on discretion of the Owner. COMPREHENSIVE OPERATION AND MAINTENANCE SCOPE 1st Para: Owner intends to entrust the comprehensive operation and maintenance (O&M) of the 25 MW ($\pm 5\%$) Windfarms with maximum 2 sites of having minimum capacity of 10 (+/-5%) MW at any one site for 5 years with a provision of extension for a total period of 10 years from the date of project stabilization of the project.	We request BPCL to kindly consider 20 years of comp. O&M and the rates to be quoted for initial 10 years term. The 1 st O&M contract term shall be for 10 years followed by an extension for another 10 years before completion of 10 th year, on mutually agreed rates in vogue at such time. The same model is being followed in PSU tenders. Please appreciate that the O&M service provider have to invest into creation of facilities, manpower hiring, spares & stores management, workshops, security services, etc. for providing O&M services for any wind project, which holds good & becomes optimized only when long term O&M contracts are offered & signed. The short-term O&M contract durations do not encourage bidding in the tenders in view of such high investments to be made by the bidders. We request for amendment in this regard.	SEC-V/Cl. 5.1 Tender condition shall prevail. SEC-VI(C)/Cl. 6.12 COMPREHENSIVE OPERATION AND MAINTENANCE SCOPE 1st Para: Tender condition shall prevail.
44.	SEC-V/Cl. 5.3/ Pg. 73 of 248	SCOPE OF WORK The Scope of Work for O&M Contract shall include but not limited to the following: -	As prudently followed in wind industry, BPCL shall have to appoint the QCA for Scheduling	SEC-V/Cl. 5.3 Tender Condition shall prevail

		<p>9. Scheduling & forecasting as per Regulations, if opted.</p>	<p>& Forecasting of its WPP, being owner of the project including all the related compliances. We shall only provide 10 minutes interval data of WTGs to BPCL or its designated QCA, for their S&F activity.</p> <p>Further, we also request BPCL to kindly delete the price schedule for S&F charges to be quoted by the bidder & accordingly BRS-VII shall be deleted.</p> <p>We request for above amendments.</p>	
45.	SEC-V/Cl. 5.4/ Pg. 73 of 248	<p>(ii) Maintain at the Plant accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant which shall include detail of power output, other operating data, repairs performed and status of equipment, all such records to be maintained for the lifetime of the Windfarm. Upon expiry of term, the operator shall hand over such records to the Owner. However, Owner shall have access to all such records at any time.</p>	<p>Please note that such voluminous data is not possible for us to store, we are currently operating >15,000 MW wind project capacities in India and thus we will be able to maintain the data for a period of 2 years from its creation. Meanwhile, whenever the data is submitted to BPCL, such data should be stored by BPCL themselves at their end only.</p> <p>We request for an amendment in this regard.</p>	<p>SEC-V/Cl. 5.4</p> <p>(ii) Maintain at the Plant accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant which shall include details of power output, other operating data, repairs performed and status of equipment, all such records to be maintained for 2 years.</p> <p>Monthly report shall cover machine wise generation, breakdown hours as specified (Schedule/Unscheduled/Grid Failure/Force Majeure) in the tender and 10 minutes data logs of each machine as recorded at Local Control System (LCS). Graphical/tabulated representation of WEG performance viz z viz power curve of the offered model.</p> <p>Also, access to live operational data with viewing rights through web based/mobile device-based platform to be given to owner for monitoring. In this the parameters monitored should be covering all the parameters as displayed in LCS. The remote connectively should have provision of downloading all the parameters such as units, wind speed, three phase voltage & currents, temperatures of all critical equipment as available at LCS provided for O&M team.</p>
46.	SEC-V/Cl. 5.6.3/ Pg. 74 of 248	<p>The operator shall keep Machine availability during 4 months of high wind season i.e. from May to August as minimum 97% and for balance 8 months it shall</p>	<p>We shall be able to offer average Machine availability for the windfarm from April to Sept. as min. 96% and from Oct. to March as min.</p>	<p>SEC-V/Cl. 5.6.3</p> <p>The operator shall keep Machine availability during 4 months of high wind season i.e. from</p>

		<p>be kept minimum 96%. In case, the stabilisation period falls during high wind season the machine availability will be considered for the remaining high wind months for the first year</p>	<p>95%.</p> <p>Offering 97% avg. MA for windfarm during 4 months of high wind season would not be possible to offer as we would end up payment penalty under such high MA guarantee.</p> <p>We request BPCL to kindly consider the same which is prudently followed in wind industry.</p>	<p>May to August as minimum 96% and for balance 8 months it shall be kept minimum 95%. In case, the stabilization period falls during high wind season the machine availability will be considered for the remaining high wind months for the first year</p>
47.	SEC-V/Cl. 5.6.4/ Pg. 74 of 248	<p>The Bidder shall keep the annual average minimum machine availability for the individual WEG at not less than 85%.</p>	<p>We would not be able to offer Machine Availability on individual WTG basis & request BPCL to delete this requirement, which shall not encourage bidding in this tender.</p> <p>We request for consideration in this regard.</p>	<p>SEC-V/Cl. 5.6.4</p> <p>Stands deleted</p>
48.	SEC-V/Cl. 5.6.7/ Pg. 75 of 248	<p>For working out of Annual Average Machine Availability (M.A) of the Windfarm following formula shall be considered:</p> <p>Annual Average M.A of the Windfarm shall be calculated in the following manner:</p> <p>i. Overall MA of Wind Fam for a year:</p> $\text{MA of Windfarm} = \frac{\{\text{No. of WEGs} \times 8760\} - \{\text{SUM of total (FM + S + U+GF)}\} \times 100}{\{\text{No. of WEGs} \times 8760\} - \{\text{SUM of total (FM +GF)}\}}$ <p>ii. Overall MA of Windfarm for a respective month</p> $\text{MA of Windfarm} = \frac{\{\text{No. of WEGs} \times 24 \times (28/29/30/31)\} - \{\text{SUM of total (FM+S+U+GF)}\} \times 100}{\{\text{No. of WEGs} \times 24 \times (28/29/30/31)\} - \{\text{SUM of total (FM +GF)}\}}$	<p>Since the <i>Machine Availability is not on annual average basis for the wind farm & also not being offered on individual basis, therefore, we request BPCL to kindly delete related formulae</i> for calculating these MA factors including its compensation formula as per Cl.5.81. (ii).</p> <p><i>Further, the Average M.A of each WEG for each period shall be calculated as under:</i></p> $\text{M.A for WEG} = \frac{\{\text{No. of Hours} - (\text{GF} + \text{FM} + \text{S} + \text{U})\} \times 100}{\{\text{No. of Hours} - (\text{GF} + \text{FM})\}}$ <p>Further, the Avg. MA of the Windfarm for each 6 monthly term shall be calculated as per below formula:</p> $\text{Avg. MA of the WPP (6 monthly)} = \frac{\text{Sum of MA calculated for each WEG during respective period (6 months)}}{\text{Sum of MA calculated for each WEG during respective period (6 months)}}$	<p>SEC-V/Cl. 5.6.7</p> <p>Tender conditions shall prevail.</p>

			<p>No. of WEGs installed at site.</p> <p>No. of Hours = Number of total hours for a machine in that period (i.e. 8760/2 = 4380 Hours) GF = Grid Failure hours, FM = Force Majeure hours S = Scheduled Maintenance Hours for a machine U = Unscheduled or Forced Maintenance Hours for a machine</p> <p>We request for amendment in this regard.</p>	
49.	SEC-V/Cl. 5.7.1/ Pg. 76 of 248	<p>Power Factor</p> <p>It will be the responsibility of the Operator to maintain power factor of the Windfarm not less than the minimum requirement of MSETCL/MPPTCL/Grid Code so as to minimize drawal of Reactive Power from State grid system.</p>	<p>We request for deletion of penalty from Operator's scope.</p>	<p>SEC-V/Cl. 5.7.1</p> <p>Tender condition shall prevail.</p>
50.	SEC-V/Cl. 5.7.2/ Pg. 76 of 248	<p>Levy of Reactive Power (KVARh) Charges</p> <p>In the event of levy of any charges by State grid on account of lower power factor than the minimum mandatory requirement, such charges at actual amount shall be deducted from the operator's bills / outstanding operator's credit amount.</p>	<p>In the event that the annual Reactive Power drawn by the WTGs cumulatively exceeds 5% (five percent) of units generated by all the WTG cumulatively per annum and the Owner having to pay penalty to state grid for the excess Reactive Power drawn over such 5%, the Operator shall compensate the Owner for such excess Reactive Power drawn at the prevailing rate charged by state grid for such Reactive Power for the excess over 5%, subject to a maximum of 10% of the annual O & M charges for such year.</p> <p>We request for suitable amendment in this regard.</p>	<p>SEC-V/Cl. 5.7.2</p> <p>Tender condition shall prevail.</p>
51.	SEC-V/Cl. 5.7.3/ Pg. 76 of 248 And SEC-V/Cl.	<p>Guarantee for Transmission Losses</p> <p>Total Annual Average Losses with a caping of 5% & same will be considered during estimation of Annual Energy Production.</p> <p>Transmission Loss</p>	<p>The Operator warrants the loss of energy during transmission from the WTG controllers to the authorized metering point of state grid located within the Wind Farm shall not be more than 5% per annum for all the WTG's put together.</p> <p>In the event of such transmission loss</p>	<p>SEC-V/Cl. 5.7.3</p> <p>Tender condition shall prevail</p> <p>SEC-V/Cl. 5.7.3</p>

	5.7.3/ Pg. 77 of 248	Excess transmission losses than the guaranteed above will be payable by Operator to Owner at Rs. 6 (Six) per kWh . Such loss will be recovered on annual basis as actuals.	exceeding 5% for all the WTG's put together in any year, then the Operator shall compensate the Owner for such loss @ 2% of the annual O & M Charges for every 1% of excess transmission loss over 5 % subject to a maximum of 10% of annual O&M Charges.	Tender condition shall prevail
52.	SEC-V/Cl. 5.8 & 5.8.3 / Pg. 76 & 77 of 248	PRE-DETERMINED MUTUALLY AGREED COMPENSATION The Operator shall pay to in clause 5.7.3 in the manner given hereunder. However, maximum liability for these factors i.e. on account of lower machine availability and higher transmission losses together shall not exceed 70% of O&M charges of the concerned year.	We request BPCL to kindly consider max. cap on penalties under O&M as 50% of annual O&M charges for respective year , as 70% penalty cap hardly enable us to get any payments for services to be rendered in case of any penalty getting imposed. We request for your consideration in this regard.	SEC-V/Cl. 5.8 Tender condition shall prevail. SEC-V/Cl. 5.8.3 Tender condition shall prevail.
53.	SEC-V/Cl. 5.8.1/ Pg. 76 - 77 of 248	(iii) For Machine Availability of Complete Windfarm below 97% as per requirement of HW months & 96 % as per requirement of LW months: The Operator shall pay compensation @ 2% of annual O&M Charges for every 1% fall in machine availability for the respective period of availability. For arriving at the amount of compensation during free O&M period, the annual O&M charges for the second year as quoted by the bidder shall be considered.	As we shall be able to offer the Avg. Machine Availability guarantee for windfarm basis on 6 monthly basis (April to Sept. and Oct. to March), therefore the compensation shall also be on the basis of O&M charges applicable for respective periods (pro-rata) and not on yearly rate. The Operator shall pay compensation @ 2% of half yearly O&M Charges for every 1% fall in machine availability below guaranteed machine availability for the respective 6 monthly period. For arriving at the amount of compensation during free O&M period, the annual O&M charges for the second year as quoted by the bidder shall be considered. We request BPCL to consider amendment in above provisions.	SEC-V/Cl. 5.8.1 (iii) For Machine Availability of Complete Windfarm below 96% as per requirement of HW months & 95 % as per requirement of LW months: The Operator shall pay compensation @ 2% of annual O&M Charges for every 1% fall in machine availability for the respective period of availability. For arriving at the amount of compensation during free O&M period, the annual O&M charges for the second year as quoted by the bidder shall be considered.
54.	SEC-V/Cl. 5.11/ Pg. 78 of 248	INSURANCE INSURANCE BY OWNER Insurance policy for Fire and allied perils including earthquake, flood, storms, cyclone, tempest, theft and burglary , and any other purpose, as deemed fit	INSURANCE BY OWNER We request BPCL to consider amending this provision as under: The Owner shall obtain insurance policy/ies	SEC-V/Cl. 5.11 INSURANCE INSURANCE BY OWNER Insurance policy for Fire and allied perils

	<p>by OWNER, shall be taken by OWNER regularly during O&M contract period. In case of any loss / claim covered under the policy, O&M contractor shall immediately inform the same to OWNER & facilitate OWNER in filing the claim with Insurance Company. Thereafter, Contractor shall submit all required documents to OWNER for onward submission to Insurance Company for filing claim and take all necessary measures required to protect the interest of OWNER for settlement of such claim.</p> <p>The Contractor shall replace the damages to equipment which occur on account of events covered under such Insurance Policies, without waiting for settlement of the insurance claim, on the basis of estimation duly approved by OWNER. OWNER shall issue LOA / PO, wherever applicable, to go ahead and carry out repairs / replacement. On settlement of such claims by the Insurance Company, OWNER will bear the additional cost of replacement / repair over and above the insurance claim settled. In the event of rejection of the above claim by Insurance Company, the entire replacement / repair cost will be borne by the Contractor and the amount, if any, given by OWNER for repair / replacement will be refunded back by the contractor.</p> <p>In case of claim against fire (not attributable to Force Majeure), theft & burglary, OWNER shall only reimburse to the contractor to the extent claim received from the Insurance Company and the differential cost of replacement / repair over and above the insurance claim settled, if any, will be borne by the Contractor. In the event of rejection of the above claim by Insurance Company, entire replacement / repair cost will be borne by the Contractor.</p>	<p>for the AUM from the date of commissioning of WTG, at its own expense, covering risk of Fire and Special Perils, theft, burglary and house breaking and third party liability cover due to Fire & act of God ("AOG") perils, and/or such other risks as may be advised by O&M Contractor from time to time. The Owner shall also need to obtain public liability insurance, as applicable under the Applicable Law, and third-party insurance for the AUM. The insurance policies obtained by the Owner shall be in force on and from the Date of Commissioning of WTG and throughout the Term of O&M.</p> <p>The Owner shall file the claims for all the aforementioned insured events. The Owner shall provide a copy of such insurance policy/ies to the O&M Contractor. The Owner shall be solely liable for any loss incurred / suffered by it, due to its failure to obtain the insurance policy/ies, or due to any shortfall or insufficiency or short settlement in the insurance cover or claim. Rectification/restoration of the affected AUM shall commence only after the insurance survey and other formalities required by the insurance company for making such claims and confirmation from the Owner.</p> <p>However, the O&M Contractor shall commence the rectification / restoration of the affected AUM only upon receipt of 100% (hundred percent) of the agreed advance payment from the Owner.</p> <p>The Contractor shall replace the damages to equipment which occur on account of events covered under such Insurance Policies, only after settlement of the insurance claim and after receipt of advance payment from the Owner, on the basis of estimation duly approved by Owner. Owner shall issue LOA / WO, wherever applicable, to go ahead and</p>	<p>including earthquake, flood, storms, cyclone, tempest and any other purpose, as deemed fit by OWNER, shall be taken by OWNER regularly during O&M contract period. In case of any loss / claim covered under the policy, O&M contractor shall immediately inform the same to OWNER & facilitate OWNER in filing the claim with Insurance Company. Thereafter, Contractor shall submit all required documents to OWNER for onward submission to Insurance Company for filing claim and take all necessary measures required to protect the interest of OWNER for settlement of such claim.</p> <p>The Contractor shall replace the damages to equipment which occur on account of events covered under such Insurance Policies, without waiting for settlement of the insurance claim, on the basis of estimation duly approved by OWNER. OWNER shall issue LOA / PO, wherever applicable, to go ahead and carry out repairs / replacement. On settlement of such claims by the Insurance Company, OWNER will bear the additional cost of replacement / repair over and above the insurance claim settled. In the event of rejection of the above claim by Insurance Company, the entire replacement / repair cost will be borne by the Contractor and the amount, if any, given by OWNER for repair / replacement will be refunded back by the contractor.</p> <p>OWNER shall also take Insurance policy for theft & burglary and in case of claim, the Contractor shall replace the damages to equipment which occur on account of events covered under such Insurance Policies, without waiting for settlement of the insurance claim, on the basis of estimation duly approved by OWNER. OWNER shall issue LOA / PO, wherever applicable, to go ahead and carry out repairs / replacement. On settlement of such claims by the Insurance Company, Contractor shall bear the additional cost of</p>
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			<p>carry out repairs / replacement. On settlement of such claims by the Insurance Company, Owner will bear the additional cost of replacement/repair over and above the insurance claim settled.</p> <p>In case of claim against fire (not attributable by Force Majeure), theft & burglary, Owner shall only reimburse to the contractor to the extent claim received from the Insurance Company and the differential cost of replacement / repair over and above the insurance claim settled, if any, will be borne by Owner. We request for above changes in existing insurance clause.</p>	<p>replacement / repair over and above the insurance claim settled</p> <p>In case of claim against fire (not attributable to Force Majeure), theft & burglary, OWNER shall reimburse to the contractor to the extent claim received from the Insurance Company and the differential cost of replacement / repair over and above the insurance claim settled, if any, will be borne by the Owner. In the event of rejection of the above claim by Insurance Company, entire replacement / repair cost will be borne by the Contractor.</p>
55.	SEC-V/Cl. 5.21/ Pg. 83 of 248	<p>DATA FOR QUALIFYING AS CDM PROJECT</p> <p>The bidder (EPC Contractor) shall provide all the required information / data to Owner as may be asked for fulfilling the requirement for qualifying the Windfarm for Clean Development Mechanism (CDM) or similar benefit including stake holder meeting at site. The bidder shall also extend all help to Owner free of cost for processing case of CDM or any other carbon credit.</p>	<p>As we do not have any expertise in CDM, therefore, BPCL shall have to hire a subject matter expert agency for availing CDM or other carbon credits & delete this from our scope. However, project related documentation as required shall be provided by us.</p> <p>Any charges for stake holders meet shall be to BPCL's account.</p> <p>We request for amendment in this clause.</p>	<p>SEC-V/Cl. 5.21</p> <p>DATA FOR QUALIFYING AS CDM PROJECT</p> <p>The bidder (EPC Contractor) shall provide all the required information / data to Owner as may be asked for fulfilling the requirement for qualifying the Windfarm for Clean Development Mechanism (CDM) or similar benefit including stake holder meeting at site. There shall be no financial implication to bidder's account pertaining to CDM registration or its processes.</p>
56.	SEC-V/Cl. 5.23/ Pg. 84 of 248 And SEC-VI(C)/Cl. 6.20 / Pg. 108 of 248	<p>SCHEDULING & FORECASTING (S&F):</p> <p>Scheduling and forecasting process is now required to be implemented in the Wind Sector. As specified elsewhere in the Contract documents, to comply with statutory requirements, Regulations, Orders, Bidder would be responsible to provide connectivity to SLDC/QCA/Competent authorities required for scheduling & forecasting of the ordered capacity on behalf of OWNER. The bidder will be paid for these services as quoted by him in Bid Response Sheet No. P-VII. The Bidder shall be responsible for all DSM charges arising out of the Renewable Regulatory Fund (RRF) mechanism.</p> <p>OWNER reserves the right to appoint a third party</p>	<p>As prudently followed in wind industry, BPCL shall have to appoint the QCA for Scheduling & Forecasting of its WPP, being owner of the project including all the related compliances. We shall only provide 10 minutes interval data of WTGs to BPCL or its designated QCA, for their S&F activity.</p> <p>Also, the DSM charges, if any, shall be to BPCL's / QCA's account, since there is no guarantee of wind being provided in the wind industry.</p> <p>Further, we also request BPCL to kindly delete the price schedule for S&F charges to be quoted by the bidder & accordingly BRS-</p>	<p>SCHEDULING & FORECASTING (S&F):</p> <p>SEC-V/Cl. 5.23</p> <p>Scheduling and forecasting process is now required to be implemented in the Wind Sector. As specified elsewhere in the Contract documents, to comply with statutory requirements, Regulations, Orders, Bidder would be responsible to provide connectivity to SLDC/QCA/Competent authorities required for scheduling & forecasting of the ordered capacity on behalf of OWNER. The bidder will be paid for these services as quoted by him in Bid Response Sheet No. P-VII.</p>

		<p>QCA and in that case the bidder will provide all the required data and assistance to the QCA without charging any additional fee on account of S&F and O&M operator shall not have any financial liability on account of scheduling & forecasting.</p>	<p>VII shall be deleted. We request for amendment in this regard.</p>	<p>The Bidder shall not be responsible for all DSM charges arising out of the Renewable Regulatory Fund (RRF) mechanism.</p> <p>OWNER reserves the right to appoint a third party QCA and in that case the bidder will provide all the required data and assistance to the QCA without charging any additional fee on account of S&F and O&M operator shall not have any financial liability on account of scheduling & forecasting.</p> <p>SEC-VI(C)/CI. 6.21</p> <p>Scheduling and forecasting process is now required to be implemented in the Wind Sector. As specified elsewhere in the Contract documents, to comply with statutory requirements, Regulations, Orders, Bidder would be responsible for scheduling & forecasting for the ordered capacity on behalf of OWNER, if agreed among BPCL and Successful bidder. The bidder will be paid for these services as quoted by him in Bid Response Sheet No. P-VII. The Bidder shall not be responsible for financial implication exuding bank guarantees to SLDC i.e., DSM charges arising out of Renewable Regulatory Fund (RRF) mechanism.</p> <p>The Bidder shall not be responsible for all the financial implication including bank guarantees to SLDC and DSM charges arising out of Renewable Regulatory Fund (RRF) mechanism.</p> <p>OWNER reserves the right to appoint a third party QCA and in that case the bidder will provide all the required data and assistance to the QCA without charging any</p>
57.	SEC-VI(A)/CI. 6.2/ Pg. 88 of	<p>WIND MONITORING MAST The bid shall include providing, installation and</p>	We request BPCL as under:	<p>SEC-VI(A)/CI. 6.2 WIND MONITORING MAST</p>

	248	<p>maintenance of one wind monitoring mast (meteorological mast) at the offered site. The wind mast shall be maintained and kept operational till completion of Power curve test. Wind mast mast. The raw wind data and wind frequency distribution for this period shall be given to OWNER on monthly basis and for the full year as well.</p> <p>Installation & commissioning including stabilization of wind mast shall be done before completion of stabilization period of Windfarm and data collection by wind mast should start soon after commissioning.</p> <p>The wind mast can be dismantled thereafter and taken back by bidder.</p>	<ol style="list-style-type: none"> 1) The wind mast is to be kept operational during the test period which is 1 month as per Annexure-X of tender & maintained till successful completion of PCVT. 2) The wind frequency distribution shall be prepared for the test period only and not for monthly basis & full year. Thus, the wind FD shall be prepared for test duration only & submitted to BPCL / its consultant. 3) The wind mast shall be installed & made operational before 7 days from the start of PCVT in the high wind season. <p>We request for amendment in this clause.</p>	<p>The bid shall include providing, installation and maintenancegiven to OWNER on monthly basis and for the full year as well.</p> <p>Installation & commissioning of wind mast shall be done after commissioning of the project and 30 days prior to commencement of PCVT test. Contractor shall share wind mast and WEG data for verification and the test shall be commenced subject to data verification by Owner/PMC.</p> <p>The wind mast can be dismantled thereafter and taken back by bidder.</p>
58.	SEC-VI(B)/Cl. 6.4.5/ Pg. 92-93 of 248	<p>Legal Requirements of Land</p> <p>There could be three types of land for development of Windfarm project eligibility criteria and the requisite documents to be furnished are as below:</p> <p>(I) Private Land</p> <p>If the land offered is a private land, the Bidder shall furnish the following documents along with the bid:</p> <ol style="list-style-type: none"> i. Copy of the Registered Sale Deed/Registered Lease deed in favour of the Bidder w.r.t. the land offered.....minimum period of 30 years from the date of commissioning of the project and the said lease must not have any condition restricting sub lease in favour of the Owner. <p>-Or-</p> <p>An Agreement to Sell/Agreement to Lease/MoU executed by the bidder with a third party (an individual or company) who is/are the landowner(s) and is in possession of such private land</p>	<p>We request BPCL as under:</p> <ol style="list-style-type: none"> 1) The identified land is procured by us or through our land aggregator, after the receipt of clear Purchase Order from our customer(s). 2) In view this prudent practice, it is not possible to submit any land related documents at bidding stage. We shall be able to submit the MoU signed between the bidder & its Land Aggregator (a person or a company), which shall be submitted along with the bid & it shall have validity till the land is transferred / leased or sub-leased to BPCL. 3) Kindly note that the stamp duty becomes payable as per the Circle Rate / Market Rate while the sale deed consideration value may be lower. The document for applicable Circle Rate / Market Rate shall be submitted to BPCL after the award. 	<p>SEC-VI(B)/Cl. 6.4.1</p> <p>Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.</p> <p>SEC-VI(B)/Cl. 6.4.5</p> <p>Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.</p>

		<p>offered..... bid, in the event of award of the contract to the Bidder.</p> <p>In event of the land being offered on outright purchase basis bidder shall provide notarized copy of the latest available Circle/ Revenue rate of the proposed land.</p>	<p>4) The Pvt. land shall be leased for a max. period of 27 years to 29 Yrs. only, beyond which the stamp duty at double the rate shall be applicable, while the WTG is designed only for 20 years of estimated life.</p> <p>5) Asking for such 30 years long term lease & NOC from farmer for a further 30 years term will not be possible to comply. We request BPCL to delete these requirements.</p> <p>We request for above changes in this clause enabling participation in this tender.</p>	
59.	<p>SEC-VI(B)/Cl. 6.4.5.1/ Pg. 93 -94 of 248</p> <p>And</p> <p>SEC-VI(B)/Cl. 6.4.5.2/ Pg. 94 of 248</p>	<p>6.4.5.1: The successful bidder shall produce the following documents within a period of 6 (six) months from the date of issuance of LOI/ LOA/ Award:</p> <p>i. Original certified or Original Notarised Copy of registered title documents in favour of the bidder/landowner.</p> <p>6.4.5.2 (vi): The Bidder shall ensure that Registered Sale deed/ Lease deed/ Sub-lease deed is executed in favour of the Owner within a period of maximum 9 (nine) months' time from the date of issuance of LOA.</p>	<p>As already requested, the land shall be transferred / leased / sub-leased up to the SCOD of the project. It will not be possible to complete the entire land procurement process including transfer / lease / sub-lease to BPCL. The NA & other compliances may go beyond SCOD, which is the most time taking activity.</p> <p>We request BPCL to consider SCOD as outer limit for transfer / lease / sub-lease of land in favor of BPCL.</p>	<p>SEC-VI(B)/Cl. 6.4.5.1</p> <p>Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.</p>
60.	<p>SEC- VI(B)/Cl. 6.4.5.3/ Pg. 94 of 248</p>	<p>For land on outright purchase basis and/or ROU, if actual amount payable by Owner to the concerned land seller entity turns out to be higher than that quoted by the successful bidder, then in such cases the difference amount shall be recovered from the successful bidder from supply/works part of the LSTK contract (Sl. No. 4 of BRS No. P-I). This recovery/deduction will be over & above the other clauses of the</p>	<p>BPCL shall pay the land payment to the bidder & not to the landowners. The bidder shall have to ensure that the land price as quoted in its offer shall stand valid till transfer / lease/sub-lease of said land parcels, unless any statutory changes post bid submission, impact the quoted land price.</p>	<p>SEC- VI(B)/Cl. 6.4.5.3</p> <p>Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.</p>

		contract.	We request for a suitable clarification for making the land payments to the bidder & not to the landowners.	
61.	SEC-VI(B)/Cl. 6.4.5.3(II) / Pg. 94-95 of 248	<p>(II) Revenue Land (Govt.) Land: If the land offered is a revenue land, the Bidder shall furnish the following documents along with the bid:</p> <p>(i) Copy of allotment letter in favor of bidder.</p> <p>(ii) Copy lease deed, if signed.</p> <p>(iii) If Allotment letter of In such case, the Bidder will have to submit an undertaking on non-judicial stamp paper that the land offered will be sub leased to the Owner within a period of maximum 9 (nine) months from the date of LOI/LOA after taking all necessary approvals/permissions as may be required for the purpose of such sub lease.</p> <p>(iv) In event.....or sub-lease duration.</p> <p>In such case, the Bidder will have to submit an undertaking on non-judicial stamp paper that the land offered will be sub leased to the Owner within a period of maximum 9 (nine) months from the date of LOI/LOA after taking all necessary approvals/permissions as may be required for the purpose of such sub lease.</p> <p>In case the offered land is Revenue Land (also Government land) for which requisite amountis issued to the Bidder, then such land may be subleased to the Owner for a minimum of 30 years from the date of commissioning. Necessary approvals / permissions from the concerned Government Authority, if any required, will have to be</p>	<p>(i) As per prudent practices followed in wind industry, the land for the project could be made available either by the bidder or its 3rd party land aggregator (a person or a company). Please amend this clause for this provision.</p> <p>(iii) We would not be able to provide any such undertaking on non-judicial stamp paper for sub-lease of land to BPCL. We request for extending this time to SCOD.</p> <p>(iv) It is not possible to submit any undertaking for sub-lease within 9 months from LOA/LOI.</p> <p>The Rev. Land sub-lease duration shall be for the balance time as available on the date of bid submission and the balance sub-lease duration shall be as per the extant Land policy of the State, as on date of such sub-lease deed signing. The same condition shall be applicable for the Rev. land being provided by a 3rd party (land aggregator of bidder).</p> <p>Any further extension of lease period beyond original lease period shall be as per the Land policy applicable at that time & no authority will confirm in advance for further extension beyond initial lease period.</p>	<p>SEC-VI(B)/Cl. 6.4.5.3</p> <p>Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.</p>

		<p>procured by the Bidder for such sublease in favour of the Owner. In event where in accordance with the policy of the state/ Govt. Authority, where maximum period of lease or sub-lease of the Revenue land restricts for an initial period of lease or sub-lease lesser than 30 years, bidders shall ensure the land allotment/ land allocation letter by the Government department in favour of Owner comprised the Clause of onward extension of lease or sub-lease period on mutual consent nearer the time of expiry of lease or sub-lease period.</p>	<p>Hence, we request BPCL to delete the “onward extension” condition from this tender, as it cannot be complied.</p>	
62.	<p>SEC-VI(B)/Cl. 6.4.5.3 (II) Rev. Land) / Pg. 95-96 of 248</p>	<p>5th & 6th Para: If Allotment Letter of competent authority Bidder will have to submit an undertaking on non-judicial stamp paper that the land offered will be sub leased to the Owner within a period of maximum 9 (nine) months from the date of LOI/LOA after taking all necessary approvals/permissions as may be required for the purpose of such sub lease. The successful Bidder will have to produce the following documents, wherever applicable, within a period of maximum 6 (six) months from the date of issuance of LOA:</p> <ul style="list-style-type: none"> i. Original certified or Original Notarised Copy of registered title documents in favour of the bidder / landowner. ii. All relevant land revenue records (7/12 extract/Khatooni- Khasra) showing details All supporting mutation entries are also to be produced. iii. Search Certificate from..... produce supporting search receipt. iv. Title Clearance Certificate are no encumbrances with respect to the offered land. 	<p>As already requested, the land shall be leased / sub-leased upto the SCOD of the project. It will not be possible to complete the entire land procurement process including lease / sub-lease to BPCL in 6 or 9 months from the LOI/ LOA.</p> <p>We request BPCL to consider the outer time as SCOD for sub-lease in their favor.</p> <p>BPCL is requested to allow / have provision of land arrangement through bidder or 3rd party (an individual or a company) & with whom bidder will have a MoU for providing such offered land to BPCL, without any charges other than as quoted by bidder in the bid.</p> <p>Further, the details asked under sub-clause (ii) to (viii) are not applicable for Rev. Land and we would not be able to provide any such records / details for</p>	<p>SEC-VI(B)/Cl. 6.4.5.3</p> <p>Refer amended Clause at SECTION-VIB, Clause No. 6.4 published with Corrigendum.</p>

		<p>v. Certificate from the local advocate confirmingproposed plot.</p> <p>vi. Conversion order/ Permission a Windfarm project.</p> <p>vii. Certificate from the Advocate statingWindfarm project.</p> <p>Revenue sketch mapSettlement map/ mouza map.</p>	<p>Rev. Land, which are applicable only for Private Land procurement.</p> <p>We request BPCL to delete this requirement from the tender, which cannot be complied.</p>	
63.	SEC-VI(B)/Cl. 6.4.6 / Pg. 97 of 248	<p>Time Period for Transfer of the land: Bidder shall ensure transfer of land in the name of the Owner well within 9 (Nine) months from the date of the issuance of LOA. The aforesaid timeline is for all kind of lands whether it is Private or Revenue or Forest. In the event that the Bidder is not able to execute the lease/sub-lease/sale deed in favour of the owner within the said period of 6 months. The milestone payment towards supply, shall be released for the WEGs for which land transfer has been completed. Bidders to note that any work or supply in non-transferred land in the name of the Owner shall be entirely at the risk of the bidder and payment whatsoever or advance payment made if any, towards any Site work or supply of equipment or other stage payment in non-transferred land in the name of the owner shall be recovered from the Bidder from next eligible bill on prorated basis of equipment delivered and/ or works executed in non-transferred land. The decision of Consultant and Engineer- In-charge on quantum of such recovery shall be final and abiding to the bidder and no claim whatsoever shall be entertained.</p>	<p>The land shall be transferred / leased / sub-leased upto the SCOD of the project. It will not be possible to complete the entire land procurement process including transfer / lease / sub-lease to BPCL. The NA & other compliances may go beyond SCOD, which is the most time taking activity.</p> <p>Further, Land transfer & release of payment for Supply of Equipment cannot be interlinked, as such condition is not workable in terms of project cash flow. The land transfer would go up to SCOD & equipment supply payments can't be held back by BPCL.</p> <p>It is requested that the Land payment terms & Equipment Supply Payment terms being separate, should be handled separately without any interlinking to make this tender successful, else it will be difficult to bid. The Performance Track Record of the bidder should be thoroughly checked for any previous defaults & made as part of the PQR, besides taking PBG from the bidder, to overcome this condition.</p> <p>We request BPCL to amend this clause as requested above & for any other similar clauses of this tender.</p>	<p>SEC-VI(B)/Cl. 6.4.6</p> <p>Time Period for Transfer of the land: Bidder shall ensure transfer of 50% of the total required Private land in the name of the Owner through outright purchase and/ or lease and/or sub-lease within 8 (Eight) months from the date of the issuance of LOA/ LOI and remaining land before the 12 months from the date of the issuance of LOA/ LOI. Whereas in event of Revenue land and Forest Land (Government land), the same is to be transferred in the name of the Owner within 18 months from the date of issuance of LOA/ LOI. In the event that the Bidder is not able to execute the lease/sub-lease/sale deed in favour of the Owner, then the Owner shall recover such payment made to the bidder or extend the Completion time of the project by withholding or recovering penalty (ies)/ Liquidated damages/ Price adjustments as per the terms and conditions of the Tender.</p> <p>The decision of Consultant and Engineer- In-charge on quantum of such recovery shall be final and binding on the bidder and no claim whatsoever shall be entertained.</p>
64.	SEC-VI(B)/Cl. 6.6 / Pg. 99 of	<p>11th bullet point: Installation, testing and commissioning of Centralized</p>	<p>We shall provide the software for SCADA (SC</p>	<p>SEC-VI(B)/Cl. 6.6 Tender condition shall prevail.</p>

	248	Monitoring and Control System (CMCS) for remote operation of the WEGs, receiving the data relating to WEGs, processing and getting required report on energy generation, wind speed etc. This facility for Owner Windfarm shall be on shared basis. The SCADA system of the Windfarm should transfer data to OWNER's central monitoring station at HQ (Mumbai). All the required hardware for the same is included in the scope of the Bidder and cost towards same to be included in the offered rates of the Bidder.	Commander) to BPCL enabling viewing of real time parameters of its WTGs for the offered projects. However, the hardware like a good configuration Personal Computer with high-speed internet connectivity etc. at BPCL's Mumbai office / any other office including all required software & protections shall be in the scope of BPCL, for its use for monitoring of real time data of its WEGs under this tender. However, the synchronization of our SCADA with any other platforms will not be possible as we have the SCADA specifically meant for our WPP application & inputs to any other platform shall not be possible as all such parameters are having IPR. Hence, no possible to provide such inputs. We request BPCL to kindly amend this clause in accordance.	
65.	SEC-VI(B)/Cl. 6.6 / Pg. 99 of 248	<p>12th bullet point: Construction of office-cum-control room building having a separate control room for housing of CMCS.</p> <p>13th bullet point: Fencing / wall with gate required around Transformer / DP yard, Pooling Substation as per statutory norms and around Control room / Office Building at Site.</p>	<p>12th bullet point: As the CMCS shall be a shared facility to be used by various windfarm owners of the project & the construction of same exclusively for this project of BPCL is not envisaged. We request BPCL to kindly amend this sub-clause accordingly.</p> <p>13th bullet point: Fencing / wall with gate is not required for our Skid Mounted Packaged Substation "SPSS" installed near each WTG, being a unitized packaged substation. This design without any fencing / wall & gate is already approved by CEIG & operational at number of project sites across India as per statutory norms. We shall seek CEIG approval for the same before commissioning as a statutory compliance.</p> <p>We request for a suitable clarification in this regard.</p>	<p>SEC-VI(B)/Cl. 6.6 12th bullet point: Construction/Provision of office-cum-control room building/Portable cabins having a separate control room for housing of CMCS.</p> <p>13th bullet point: Fencing / wall with gate required around Transformer / DP yard, Pooling Substation as per statutory norms and around Control room / Office Building at Site. Any system design acceptable/approved by CEIG are also acceptable to owner.</p>
66.	SEC-VI(B)/Cl. 6.7// Pg. 99 of	The bidder should have any of the following arrangements for Power evacuation.		The bidder should have any of the following arrangements for Power evacuation.

	248	<ol style="list-style-type: none"> 1. Approval from TRANSCO at voltage of 66 kV or above for power evacuation facility for the Windfarm in bidder's own name. 2. An Agreement with a third party, an individual or Company having approval from MSETCL/MPPTCL for providing power evacuation facility for the project, with no additional cost to OWNER. Bidder should clearly indicate the name of individual / company having approval of power evacuation. 		<ol style="list-style-type: none"> 1. Approval from TRANSCO/Application for connectivity to TRANSCO at voltage of 66 kV or above for power evacuation facility for the Windfarm in bidder's own name. 2. An Agreement with a third party, an individual or Company having approval/have applied to/from MSETCL/MPPTCL for providing power evacuation facility for the project, with no additional cost to OWNER. Bidder should clearly indicate the name of individual / company having approval of power evacuation.
67.	SEC-VI(B)/Cl. 6.7 / Pg. 100 of 248	<p>(Sl. No. 8): The bidder shall set up Wind Power Project including the transmission network up to the Delivery Point, at its own cost (including but not limited to open access charges till the delivery point) and in accordance to the provisions of RFP. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State Government and local bodies shall be in the scope of the bidder with no additional statutory fee/charges to owner till commissioning of the project.</p>	<p>Please note that the Open Access charges shall be payable by BPCL once the WTGs are commissioned & are not to be paid by the bidder.</p> <p>We request for deletion of this condition.</p>	<p>SEC-VI(B)/Cl. 6.7 The bidder shall set up Wind Power Project including the transmission network up to the Delivery Point, at its own cost (including but not limited to open access application and related one-time charges) and in accordance to the provisions of RFP. All approvals, permits and clearances required for setting up of the Project (including connectivity) and those required from State Government and local bodies shall be in the scope of the bidder with no additional statutory fee/charges to owner till commissioning of the project.</p>
68.	SEC-VI(B)/Cl. 6.7 / Pg. 100 of 248	<p>(Sl. No. 13): Bidder shall comply with MERC / MPERC/ CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity.</p>	<p>As prudently followed in wind industry, BPCL shall have to appoint the QCA for Scheduling & Forecasting of its WPP, being owner of the project including all the related compliances. We shall only provide 10 minutes interval data of WTGs to BPCL or its designated QCA, for their S&F activity. All the liabilities including DSM charges, etc. shall be to BPCL's / QCA's account, since there is no guarantee of wind being provided by us in the wind industry.</p>	<p>SEC-VI(B)/Cl. 6.7 Tender condition shall prevail</p>

			We request for amendment in this regard.	
69.	SEC-VI(B)/Cl. 6.7 / Pg. 100 of 248	(SI. No. 15 & 16): Bidder, please note that in case, the project is installed in existing / new Pooling Station and connected to MSETCL/MPPTCL, the delivered energy shall be arrived at by deducting the normative transmission losses of line between Windfarm Pooling Station and MSETCL"s receiving sub-station from the energy recorded at Metering Point / Pooling Station.	As the bidder shall consider the transmission losses (upto metering point) as per its loss calculation details submitted in the bid, which shall be in sync with the relevant TRANSCO provisions, thus normative losses shall not be applicable for the bidder as such. We request for amendment in this regard.	SEC-VI(B)/Cl. 6.7 sr. no 15 Bidder to note that in case, the project is installed in existing / new Pooling Station and connected to MSETCL/MPPTCL, the delivered energy shall be arrived at by deducting the transmission losses of line between Windfarm Pooling Station and MSETCL"s receiving sub-station from the energy recorded at Metering Point / Pooling Station. SEC-VI(B)/Cl. 6.7 sr. no 16 Stands deleted
70.	SEC-VI(B)/Cl. 6.7 / Pg. 100 of 248	INFRASTRUCTURE Suitable arrangement of water Windfarm during entire construction period. Construction of suitable, all-weather roads i.e. approach roads and internal roads in Windfarm for transportation of heavy and long equipment to each WEG location in all weather conditions shall be provided for entire Windfarm for easy access to O&M team round the clock. Drainage and cross drainageto the road. For the construction and operation & maintenance of Windfarm the Office cum control room building of 100 sq.m (approx.) or suitable size should be constructed as per relevant Indian Building Standards for common use. One room shall be used as control room having CMCS. There should be adequate facilities for officers visiting on behalf of the company during their visit to the site which includes sitting arrangement, arrangement of water, electricity etc. Any other specific Civil requirements for Project / Construction and O & M period shall have to be provided.	The roads shall be earthen type motorable roads for transporting the WTG components to the site storage yard or each location. All weather roads are not constructed at wind projects as the maintenance cost of same becomes extremely high on slightest damages, which not only is a challenge for O&M service provider but also will become a major project besides O&M of WTGs in such remote village areas. Therefore, we request BPCL to kindly consider earthen type roads which are widely provided at all the wind projects across country, since WTG locations are scattered across number of Sq. KMs in open areas. The earthen type roads are prudently followed in all the PSU tenders in India. We request for amendment in this regard and accordingly the bid response sheet may please be amended.	SEC-VI(B)/Cl. 6.7 INFRASTRUCTURE Tender Condition shall Prevail. However earthen road shall also be considered as all-weather road provided equipment, vehicle and pedestrian can move through put the year. Tender Condition shall Prevail. However, office cum control room can be located in Pooling Sub-Station (PSS) building with a provision of porta cabins near site/WEG at suitable location to cater day to day O&M activities.

			<p>Further, office cum control room shall be located in Pooling Sub-Station (PSS) building, which is a shared facility to be used by various windfarm owners connected with such PSS. Therefore, construction of any office cum control room building is not envisaged exclusively for this project of BPCL, as we shall have a common CMCS facility for monitoring of BPCL WTGs besides other customers in such offered wind project & we would not be able to provide any exclusive room of any size to any of our customers, else we will have to create a huge infrastructure for meeting individual requirements, thus increasing the overall cost & its maintenance.</p> <p>We request BPCL to kindly amend this clause as requested above.</p>	
71.	<p>SEC-VI(C)/Cl. 6.12 / Pg. 104 of 248</p> <p>And</p> <p>SEC-VII/Cl. 7.12 / Pg. 117 of 248</p>	<p>12th Para: Complying with all Grid connectivity norms including Day Ahead Declaration of Wind Generation as required by Grid Code / SLDC / Regulatory Norms notified from time to time.</p> <p>SCHEDULING AND FORECASTING</p> <p>Scheduling and forecasting process is now..... order dated 9.7.2013. The Bidder shall be responsible for all the financial implication DSM charges arising out of Renewable Regulatory Fund (RRF) mechanism.</p> <p>OWNER reserves the right to appoint a third party QCA O&M operator shall not have any financial liability on account of scheduling & forecasting.</p>	<p>As prudently followed in wind industry, BPCL shall have to appoint the QCA for Scheduling & Forecasting of its WPP, being owner of the project including all the related compliances, who shall provide the Day Ahead Declarations / schedules of generation to SLDCs of respective states.</p> <p>We shall only provide 10 minutes interval data of WTGs to BPCL or its designated QCA, for their S&F activity.</p> <p>We request for amendment in this regard.</p>	<p>SEC-VI(C)/Cl. 6.12</p> <p>Tender condition shall prevail</p> <p>SEC-VII/Cl. 7.12</p> <p>Scheduling and forecasting process is now required to be implemented in the Wind Sector as the Central Electricity Regulatory Commission (CERC) have notified a Regulation named Indian Electricity Grid Code Regulations (IEGC), 2010 on April 28, 2010 for helping and maintaining the Grid discipline and also formulate rules related to the operating parameters of the Indian Grid across the country. CERC has also issued IEGC Regulations, 2010 under clause (h) of subsection (1) of Section 79 read with clause (g) of subsection (2) of Section 178 of the Electricity Act, 2003. As per CERC Order dated 16th January, 2013. Scheduling and forecasting has been implemented with effect from 1st July, 2013. Though CERC on 7th January 2014 has stayed</p>

				<p>the implementation of RRF mechanism yet the forecasting and scheduling of wind generation shall continue as per the provisions of the Grid Code and RRF procedure approved vide our order dated 9.7.2013.</p> <p>The Bidder shall not be responsible for all the financial implication DSM charges arising out of Renewable Regulatory Fund (RRF) mechanism.</p> <p>OWNER reserves the right to appoint a third party QCA and in that case the bidder will provide all the required data and assistance to the QCA without charging any additional fee on account of S&F and O&M operator shall not have any financial liability on account of scheduling & forecasting</p>
72.	SEC-VI(C)/Cl. 6.13 / Pg. 105 of 248	<p>GENERAL To maintain all the facility Operation & Maintenance of the facility.</p> <p>Supply of all spares, consumables, lubricants,..... contractor / OWNER, The Bidder shall provide the support / spares for all equipment, for complete plant life i.e minimum 25 years along with undertaking certificate for supply of spares and support. Stocking to be provided</p>	<p>We request BPCL to kindly change 25 years to 20 years as the WTGs are designed for 20 years of estimated life as per Type Certificate, which is submitted to MNRE, Govt. of India & based on that MNRE approves the WTG models in RLMM. However, the support for spares shall be provided through out the life of the projects.</p> <p>We request for suitable amendment in this regard.</p>	<p>SEC-VI(C)/Cl. 6.13: To maintain all the facility Operation & Maintenance of the facility.</p> <p>Supply of all spares, consumables, lubricants,..... contractor / OWNER, The Bidder shall provide the support / spares for all equipment, for entire operational life along with undertaking certificate for supply of spares and support. Stocking to be provided</p>
73.	SEC-VI(C)/Cl. 6.14 / Pg. 105-106 of 248	<p>OPERATION AND PROFORMANCE MONITORING Operation part consists of..... week of the following month.</p> <p>Generation data shall be shared with Owner remotely through web based open protocol or any other suitable medium for real time monitoring monitor at Mumbai HQ at a centralized location. In addition to that bidder shall share daily generation report covering followings:</p> <p>A daily report comprising energy generation, grid</p>	<p>We shall provide the software for SCADA (SC Commander) to BPCL enabling viewing of real time parameters of its WTGs for the offered projects. However, the hardware like a good configuration Personal Computer with high-speed internet connectivity etc. at BPCL's Mumbai office / any other office including all required software & protections shall be in the scope of BPCL, for its use for viewing of real time data of its WEGs under this tender.</p>	<p>SEC-VI(C)/Cl. 6.14 OPERATION AND PROFORMANCE MONITORING Operation part consists of deploying necessary manpower required to operate the Windfarm at the optimum capacity.</p> <p>Generation data shall be shared with Owner remotely through web based open protocol or any other suitable medium for real time monitoring monitor at Mumbai HQ at a</p>

		<p>availability, breakdowns, generation hours, low wind hours, machine availability etc. shall be sent through e-mail and / or made available through CRM to Owner.</p> <p>Monthly performance of each WEG based on the following parameters shall be prepared and submitted to Owner on 10th of succeeding month. Contractor shall provide following details to Owner:</p> <ol style="list-style-type: none"> a. Daily generation data b. Details of preventive maintenance activities carried out during the month c. Breakdown details along with remedial actions taken d. Break up of down times – Technical & Non-Technical e. Error trend f. Component failure details g. ROW – Reasons & remedial actions taken. <p>Annual report of Windfarm will also be prepared on above points shall be submitted in the month of April every year.</p> <p>OWNER at its discretion may get the performance checked from an independent technical consultant.</p>	<p>However, the synchronization of our SCADA with any other platforms will not be possible as we have the SCADA specifically meant for our WPP application & inputs to any other platform shall not be possible as all such parameters are having IPR.</p> <p>Further, we have Daily Generation Report (DGR) format standardized for our >15000 MW of wind project capacity across country. In the DGR format, the low wind hours are not mentioned but such details can be made as part of the annual report.</p> <p>Thus, we request BPCL to kindly amend these requirements for clarity.</p>	<p>centralized location. In addition to that bidder shall share daily generation report covering followings:</p> <p>A daily report comprising energy generation, grid availability, breakdowns, generation hours, machine availability etc. shall be sent through e-mail and / or made available through CRM to Owner.</p> <p>Monthly report shall cover machine wise generation, breakdown hours as specified (Schedule/Unscheduled/Grid Failure/Force Majeure) and 10 minutes data logs of each machine. Graphical/tabulated representation of WEG performance viz z viz power curve of the offered model.</p> <p>Monthly performance of each WEG based on the following parameters shall be prepared and submitted to Owner on 10th of succeeding month. Contractor shall provide following details to Owner:</p> <ol style="list-style-type: none"> a. Daily generation data b. Details of preventive maintenance activities carried out during the month c. Breakdown details along with remedial actions taken d. Break up of down times – Technical & Non-Technical e. Component failure details f. ROW – Reasons & remedial actions taken. <p>Annual report of Windfarm will also be prepared on above points shall be submitted in the month of April every year.</p> <p>OWNER at its discretion may get the performance checked from an independent technical consultant.</p>
74.	SEC-VI(C)/Cl. 6.15 / Pg. 106	PREVENTIVE MAINTENANCE	The preventive maintenance on WTGs / allied equipment is done on half yearly & yearly	SEC-VI(C)/Cl. 6.15

of 248	<p>The Contractor shall draw the preventive maintenance schedules for daily, monthly and yearly and attend to the breakdowns keeping in view that the machine availability is always as per clause 5.6.....and spirits.</p> <p>Regular periodic checks of the low wind period. In order to meet the maintenance requirements stock of consumables is to be maintained as well as various spares as recommended by the manufacturer at least for 2 years are to be kept for usage...../ replaced by Contractor free of cost within a reasonable period of time.</p>	<p>basis only and not on daily or monthly basis.</p> <p>We request BPCL to amend this condition suitably.</p> <p>Further, the spares are not earmarked for any specific project as we maintain the common pool of spares for effectively doing the O&M, thus the stock of spares for 2 years of O&M duration is not possible.</p> <p>We request BPCL to amend this condition suitably.</p>	<p>PREVENTIVE MAINTENANCE</p> <p>The clause is amended up to the extent as under:</p> <p>The Contractor shall draw the preventive maintenance schedules for half yearly and yearly and attend to the breakdowns keeping in view that the machine availability is always as per clause 5.6.....and spirits.</p> <p>The Contractor shall carry out the periodical / plant and shall be implemented in letter and spirits.</p> <p>Regular periodic checks of the WEGs shall be carried out as a part of routine preventive maintenance during low wind period. In order to meet the maintenance requirements stock of consumables is to be maintained as well as various spares as recommended by the manufacturer.</p> <p>Maintenance of other major equipment involved in wind well as individual earth resistance is to be measured and recorded every three/six months. If the earth resistance is high suitable action shall be taken to bring down the same within the limits. The frequency of schedule maintenance shall be as per OEM schedule / instructions.</p> <p>Maintenance record is to be maintained by the, steps taken for attending to the breakdown, duration of the breakdown etc.</p> <p>Schedules will be drawn such that some of the jobs during the non-windy season.</p> <p>The Contractor shall deploy enough manpower at Windfarm the jobs that are being carried out at site(s).</p>
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75.	SEC-VI(C)/Cl. 6.16 / Pg. 107 of 248	<p>Statutory charges like CEIG / CEA annual charges, annual meter testing charges, joint certification charges etc., lease rental charges or any other charges as may be required to be paid to such statutory agencies shall be in the scope of the Owner & shall be paid by the Owner from time-to-time post commissioning of project. For such payments contractor has to inform one month in advance to the Owner. Contractor should inform well in advance and submit a list of such recurring statutory charges to the Owner for records.</p> <p>However, liaisoning & co-ordination shall be in the scope of the Contractor. Bidder to include all charges including out of pocket expenses in his O&M price.</p>	For better clarity	<p>Statutory charges like CEIG / CEA annual charges, annual meter testing charges, joint certification charges, HT charges/Charges towards import of energy etc., lease rental charges or any other charges as may be required to be paid to such statutory agencies shall be in the scope of the Owner & shall be paid by the Owner from time-to-time post commissioning of project. For such payments contractor has to inform one month in advance to the Owner. Contractor should inform well in advance and submit a list of such recurring statutory charges to the Owner for records.</p> <p>However, liaisoning & co-ordination shall be in the scope of the Contractor. Bidder to include all charges including out of pocket expenses in his O&M price.</p>
76.	SEC-VI(C)/Cl. 6.20 / Pg. 108 of 248	<p>TRAINING Providing a detailed training plan for all operation, maintenance procedures, which shall after approval by Owner, form the basis of the training program. Contractor shall impart training on site to 6 Owner engineers in O&M of Wind Energy Generators and associated equipment for two weeks. Boarding and lodging expenses of the trainees shall be borne by Owner.</p>	<p>It is requested that the training program shall be considered for 5 days at site or training center of the bidder.</p> <p>The travelling expenses besides boarding & lodging expenses shall also be to BPCL's account.</p> <p>We request for suitable clarification in this regard.</p>	<p>SEC-VI(C)/Cl. 6.20 Tender condition shall prevail</p>
77.	SEC-VII/Cl.	DESIGN CRITERIA		SEC-VII/Cl. 7.3

	7.3 / Pg. 113 of 248	<p>The WEGs shall have a useful life of not less than 25 (twenty five) years for continuous operation. Bidder shall indicate the list of components whose life may be less than 25 (twenty-five) years, indicating approximate actual life of such items. The WEGs should be as IEC 61400-1 which may be indicated by number, date of issue, authority of issue.</p>	<p>We request BPCL to kindly change 25 years to 20 years as the WTGs are designed for 20 years of estimated life as per Type Certificate, which is submitted to MNRE, Govt. of India & based on that MNRE approves & includes the WTG models in RLMM.</p> <p>We request for suitable amendment in this regard.</p>	<p>DESIGN CRITERIA</p> <p>Tender condition shall prevail.</p>
78.	<p>SEC-VII/Cl. 7.6 / Pg. 115 of 248</p> <p>And</p> <p>SEC-VII/Cl. 7.16 / Pg. 118-119 of 248</p>	<p>GENERATOR</p> <p>The generator shall be of three phase asynchronous / synchronous.....or better as per IEC 60034-1. In case variable speedIndian grid conditions. Suitable device to monitor and control be provided. Successful bidder shall supply a copy of type test report conducted in past 5 years and routine test reports for each Generator. Generators shall be providedrelevant IS or IEC code.</p> <p>NIWE APPROVAL / TYPE CERTIFICATION</p> <p>The quoted model / type of WEG.....submitted with the bid.</p> <p>The bidder should also submit the copies of Type test reports for Generator, Transformer and HT / EHT Circuit-Breakers within 15 days of award of contract for approval.</p>	<p>Please note that in wind industry, the type test of individual components is not mandatory while as the total WTG assembly should be Type Certified by internationally accredited 3rd party Type Certification agencies & WTG model approved by MNRE.</p> <p>Hence, we request for deletion of type test certificate requirements, which is not practiced in wind industry.</p>	<p>SEC-VII/Cl. 7.6</p> <p>GENERATOR</p> <p>The clause is amended up to the extent as under: The generator better as per IEC 60034-1</p> <p>In case for Indian grid conditions.</p> <p>Suitable device to monitor and control the temperature for ensuring proper functioning of all the equipment shall be provided. Successful bidder shall supply a copy of type test report conducted in past and routine test reports for each Generator. Generators be protected against short circuit, earth fault and overload as per relevant IS or IEC code.</p> <p>SEC-VII/Cl. 7.16</p> <p>The clause is amended up to the extent as under:</p> <p>The quoted model / type as NIWE, RISO with the bid.</p> <p>The bidder published list shall be submitted with the bid.</p>

				The bidder should also submit the copies of Type test reports for Generator, Transformer and HT / EHT Circuit-Breakers prior to raising relevant milestone claim.
79.	SEC-VII/Cl. 7.10 / Pg. 116 of 248	<p>SWITCH BOARD For each WEG a switchboard..... weatherproof protection conforming to IP 55. Shed or Canopy to be provided for outdoor switchboards as per Industry practice. Separate control and power panels shall be provided with separate power circuit for isolated operation of control circuit.</p>	<p>Dear Sir, Shed or Canopy is not required for switch boards meant for outdoor utility & thus not provided as such. We request BPCL to kindly delete this requirement.</p>	<p>SEC-VII/Cl. 7.10 Tender condition shall prevail</p>
80.	SEC-VII/Cl. 7.17 / Pg. 119 of 248	<p>TECHNICAL DATA The bidder shall furnish technical..... /Clarifications. The bidder shall fully comply with all latest amendments including and amendment thereof as mentioned below: a) CERC (Grant of Connectivity, Long Term Access and Medium-term Access in Interstate Transmission and related matters) Regulation 2009 b) CEA (Technical Standards for Connectivity to Grid) Regulation,2007 c) CEA (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019 d) CEA (Technical Standards for construction of Electrical Plants and Electrical Lines) Regulation,2010 e) CEA (Grid Standard) Regulation,2010 f) CEA (safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011 g) CEA (Measures relating to Safety and Electrical Supply) Regulations,2023 h) Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2018 i) CEA (Installation and Operation of Meters) Regulations 2006 j) Indian Electricity Grid Code Regulation, 2010</p>	<p>Please note that CEA & CERC Regulations are applicable for ISTS / CTU projects while as for STU projects, SERC / CERC/TRANCO /DISCOM/SLDC regulations & guidelines are applicable. We request BPCL to kindly amend these requirements & replace them with State Regulations / Guidelines/Requirements</p>	<p>SEC-VII/Cl. 7.17 Addition as last para after n) The bidder shall furnish technical data and documents complete in all respect as per the requirement of bidding document. Bidder shall comply with all the latest statutory requirements of CEIG/SERC/TRANSCO/DISCOM/SLDC, technical standards, plant and equipment safety standards, MNRE guidelines / OM / Advisory / Clarifications. The bidder shall fully comply with all latest amendments.</p>

		<p>k) CEA (Technical standards for communication system in Power system operations) Regulation 2020</p> <p>l) CERC (Communication System for Inter State Transmission of Electricity) Regulations 2017</p> <p>m) MNRE guidelines/OM/Advisory/Clarifications</p> <p>n) And any other applicable standard/regulations etc. to make the wind power plant operational.</p>																										
81.	SEC-VII/Cl. 7.17 / Pg. 119 -122 of 248	<p>CODES AND STANDARD</p> <p>All electrical installations shall be carried out in accordance with generally accepted installation expected for the Wind Power Plant and specifically shall comply with the relevant provisions of:</p> <p>(a) The Electricity Act 2003</p> <p>(b) CEIG requirement.</p> <p>(c) EB requirement; and</p> <p>A basic list of standards is given for the reference and all the equipment shall be designed, manufactured, tested and commissioned as per the relevant applicable standards and statutory guidelines as stated elsewhere in the tender document. It is the responsibility of the bidder to follow relevant codes, standards and guidelines to supply, install & commission the equipment for successful completion of the Project as per terms & conditions of the tender.</p> <p>A. WIND ENERGY GENERATION SYSTEM</p> <table border="1"> <thead> <tr> <th>Standard</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>IEC 61400-1</td> <td>Wind energy generation systems - IEC 61400-1: Design requirements</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>IEC 61400-50-2</td> <td>Wind energy generation systems – IEC 61400-50-2: Wind measurement – Application of ground-mounted remote sensing technology.</td> </tr> <tr> <td>IEC 61400-50-3</td> <td>Wind energy generation systems – IEC 61400-50-3: Use of nacelle-mounted lidars for wind measurements.</td> </tr> </tbody> </table>	Standard	Description	IEC 61400-1	Wind energy generation systems - IEC 61400-1: Design requirements	IEC 61400-50-2	Wind energy generation systems – IEC 61400-50-2: Wind measurement – Application of ground-mounted remote sensing technology.	IEC 61400-50-3	Wind energy generation systems – IEC 61400-50-3: Use of nacelle-mounted lidars for wind measurements.	<p>Please note that every OEM designs its WTG as per its Codes & Standards which are internationally acceptable Codes & Standards, as per the technology adopted.</p> <p>Thus, we request BPCL not to stipulate any Codes & Standards for WTG equipment, to avoid any contradiction. Further, the BoP components shall be as per relevant State TRANSCO/DISCOM/CEIG requirements.</p> <p>BPCL may indicate that the bidder should submit the detail of Codes & Standards for WTG components to be supplied under this tender, while BoP components should comply with the relevant State TRANSCO/DISCOM/CEIG requirements.</p> <p>We request for amendment as requested above.</p>	<p>SEC-VII/Cl. 7.17</p> <p>CODES AND STANDARD</p> <p>All with the relevant provisions of:</p> <p>(a) The Electricity Act 2003</p> <p>(b) CEIG requirement.</p> <p>(c) EB requirement; and</p> <p>Addition:</p> <p>Bidder should submit the detail of Codes & Standards for WTG components to be supplied under this tender, while BoP components should comply with the relevant State TRANSCO/DISCOM/CEIG requirements</p> <p>A basic list of standards is given for the reference and all Project as per terms & conditions of the tender.</p> <p>B. WIND ENERGY GENERATION SYSTEM</p> <table border="1"> <thead> <tr> <th>Standard</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>IEC 61400-1</td> <td>Wind energy generation system IEC 61400-1: Design requirements</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>IEC 61400-50-2</td> <td>Wind energy generation systems IEC 61400-50-2: Wind measurement – Application of ground-mounted remote sensing technology.</td> </tr> <tr> <td>IEC 61400-50-3</td> <td>Wind energy generation systems IEC 61400-50-3: Use of nacelle-mounted lidars for wind measurements.</td> </tr> </tbody> </table>	Standard	Description	IEC 61400-1	Wind energy generation system IEC 61400-1: Design requirements	IEC 61400-50-2	Wind energy generation systems IEC 61400-50-2: Wind measurement – Application of ground-mounted remote sensing technology.	IEC 61400-50-3	Wind energy generation systems IEC 61400-50-3: Use of nacelle-mounted lidars for wind measurements.
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82.	SEC-VII/Cl. 7.17 / Pg. 122 -123 of 248	<p>C. TRANSFORMERS</p> <p>The system design and redundancy/capacity</p>	<p>Please note that the Pooling Substation being a shared facility, which shall be provided to BPCL, therefore the specifications &</p>	<p>SEC-VII/Cl. 7.17</p> <p>Please refer the amendment done under codes</p>																								

		<p>margin in EHV Power Transformer should be such that even during outage of one power Transformer, power equivalent to 50% of project capacity (minimum) can be evacuated at any time to Grid from Main pooling MV switchgear. In case bidder supply same power transformer as common mandatory spare which can be used as one to one replacement of transformers in service, then it shall also be accounted as redundancy. Bidder can adopt any of the following criteria or better for EHV power transformers:</p> <p>1. 1x100% 2. 2x50%</p> <ul style="list-style-type: none"> • 3 x 33.4 % (Min) or with higher number of transformer combinations. • The Tie Transformer specification, rating, configuration, dimension, and foundation design shall be as per “Standard Technical Specifications of Transformer(s) for Pooling Station” issued by CEA. If the transformer rating calculated as per above criteria comes out to be non-standard size with respect to the “Standard Technical Specifications of Transformer(s) for Pooling Station”, then next higher standard size shall be adopted. However, if the Tie Transformer rating is less than 100 MW, then non-standard size in multiple of 5 MVA or any standard size shall be acceptable. Moreover, there is no mandatory requirement of 3-winding transformer upto 160 MVA. • Additionally, if Projects corresponding to award capacity are setup at more than one location within same state, then common spare tie transformer which is interchangeable for all Projects can be considered. In such case, foundation and layout of power transformers for each Project shall be compatible to the offered spare transformer (largest size). 	<p>conditions of rating stipulated in this clause shall not be possible to comply, as we shall construct the PSS as per standard specifications, rating & transformation criteria as prevalent in wind industry.</p> <p>Thus, we request BPCL to kindly delete this requirement, since we are not making any PSS only for this tender.</p>	<p>and standard.</p>
83.	SEC-VII/CI. 7.17 / Pg.123 -128 of 248	<p>D. CABLE The cables shall be adequately..... following standards shall be complied with:</p>	<p>As already requested above, since there are common components which fall under the WTG as well as in the BoP works; therefore,</p>	<p>SEC-VII/CI. 7.17 Please refer the amendment done under codes</p>

		<p>E. LT SWITCHGEAR F. HT SWITCHGEAR G. EARTHING SYSTEM H. UNINTERRUPTED POWER SUPPLY I. BATTERY CHARGER J. LIGHTNING PROTECTION DESIGN REQUIREMENT K. 132 /220 kV Switchyard Equipment L. Power Transformer (at Pooling Substation) M. Power and control cables</p>	<p>mandating compliance with the given Standards as minimum for these components should not be mandatory.</p> <p>However, bidder shall comply with the relevant Standards for WTG components while the BoP components shall comply with Standards & requirements as stipulated by the relevant State TRANSCO/DISCOM/CEIG etc., having jurisdiction over such works.</p> <p>We request for amendment as requested above.</p>	<p>and standard.</p>
84.	SEC-VII/Cl. 7.18 / Pg. 128 of 248	<p>OPERATION & MAINTENANCE CHECKS The successful bidder shall carry out O&M checks at regular intervals viz. daily, weekly, monthly, quarterly, half yearly and yearly basis during warrantee period and O&M period for which details of such checks shall be furnished along with the bid.</p>	<p>The preventive maintenance checks during O&M are done on half yearly & yearly basis only.</p> <p>We request for suitably amending this clause.</p>	<p>SEC-VII/Cl. 7.18 OPERATION & MAINTENANCE CHECKS Tender condition shall prevail.</p>
85.	SEC-VII/Cl. 7.19 / Pg. 129 of 248	<p>ELECTRICAL SYSTEM FOR INTERFACING WITH THE GRID Each WEG will be connected to grid..... to meet the requirements of State Load Dispatch Centre (SLDC) and State / applicable Grid Code including Connectivity requirements System needs to be designed looking to the requirement for scheduling & forecasting. Bidder shall design electrical system in accordance with the CEA Safety Regulations 2023, Chief Electrical Inspector General (CEIG) requirements, Standard Practices of DISCOM's Code of Practices issued by Bureau of Indian Standards (BIS). Bidder shall submit complete scheme for grid interfacing & interconnection for Windfarm at each site including schematic diagrams and the basis of design & brief specifications of equipment, materials and installations along with the offer. Additionally, all these documents shall be paginated, tabulated and mentioned at a single place. All equipment / material.....in the scope of work of the bidder.</p>	<p>The electrical system shall be designed as per the requirements / guidelines of SLDC/TRANSCO of the concerned State as on date of bid submission, beyond which Change in Law shall be applicable. The metering system & the RTU needs to be as per SLDC requirements, beyond which no requirement for designing the Electrical system to meet Scheduling & Forecasting are applicable as on date. We request for a suitable clarification in this regard. Further, we shall not be able to share any design or design calculations or detailed drawings since all such details are part of our IPR data.</p>	<p>SEC-VII/Cl. 7.19 ELECTRICAL SYSTEM FOR INTERFACING WITH THE GRID Each WEG needs to be designed looking to the requirement for scheduling & forecasting. Bidder shall of Indian Standards (BIS). Bidder shall submit complete mentioned at a single place. All shall be constructed strictly according to the following:</p> <p>(I) Relevant Code of Practices issued by Bureau of Indian Standards (BIS). (II) Electricity Act, 2003. (III) Statutory requirements by Chief Electrical Inspector (CEI) of the State.</p>

		<p>Unit substation area of each WEG shall be provided with fencing of 1800 mm height,</p>	<p>Further, the design of our Skid mounted Packaged Sub-Station “SPSS”, installed adjacent to each WTG, doesn’t require any fencing, since it is a unitized packaged substation.</p> <p>This type of SPSS design without any fencing is already approved by CEIG & is operational at number of project sites across India as per statutory norms. We shall seek CEIG approval for the same before commissioning of WTGs as a statutory compliance & request BPCL to kindly make fencing requirement as optional depending upon the individual OEM design.</p> <p>We request for a suitable clarification in this regard.</p>	<p>(IV) IEGC notified by CERC</p> <p>(V) Standard Practices followed by SEBs / DISCOMs</p> <p>(VI) Central Electricity Authority (CEA) Guidelines.</p> <p>(VII) Central Board of Irrigation and Power (CBIP) Manuals.</p> <p>(VIII) Rural Electrification Corporation (REC) Manuals.</p> <p>The of the concerned State as on date of bid in scope of work of the bidder.</p> <p>Unit 1800 mm height as applicable. However, Unit substation without fencing but acceptable to CEIG shall also be acceptable to Owner</p>
86.	SEC-VII/Cl. 7.26 / Pg. 130-131 of 248	<p>TECHNICAL INFORMATION TO BE PROVIDED BY THE CONTRACTOR</p> <p>The successful bidder shall be required to provide three copies of the following information, drawings and documents, within two weeks of the placement of order:</p> <p>i) Soil test report indicating safe bearing capacity including soil resistivity for earthing system design.</p> <p>ii)</p> <p>iii) Batch Test certificate of reinforcement steel and steel used in towers.</p> <p>iv)</p> <p>ix) Technical particulars of transformers indicating losses, circuit breakers, current transformers, potential transformers and cables.</p>	<p>Since the land procurement shall begin only after the award, thus it shall be practically difficult to submit the mentioned details in absence of WTG location land parcels.</p> <p>We request BPCL to consider submission of site-specific details as soon as the land is procured.</p> <p>Further, the batch test certificate for towers shall be shown to BPCL representative during the factory visit for inspection (under 10% Quantity Inspection). However, it shall be difficult to submit the batch test certificates for all the towers, as there would be numerous certificates due to number of WTGs & the steel usage.</p> <p>The Technical Particulars of circuit breakers, current transformers, potential transformers</p>	<p>SEC-VII/Cl. 7.26</p> <p>TECHNICAL INFORMATION TO BE PROVIDED BY THE CONTRACTOR</p> <p>The successful bidder shall be required to provide three copies of the following information, drawings and documents, within raising running account related to relevant items:</p> <p>i) Soil test system design.</p> <p>ii) Concrete design mix report.</p> <p>iii) Batch test towers.</p> <p>iv) Equipment critical equipment.</p>

			<p>and cable would not be possible for submission, since all these components are procured on bulk basis & used from the existing stock only. However, all such components shall comply with relevant Standards, as applicable.</p> <p>We request for a suitable amendment in this regard.</p>	<ul style="list-style-type: none"> v) Final Micro -siting plan of WEGs vi) Windfarm layout, buildings etc. vii) Copies oftransformers. viii) Technical (if required), AC-DC-AC convertor (if required). ix) Technical particulars of transformers indicating losses and circuit breakers x) Description of erection procedure. xi) Specification of anti-corrosion treatment. xii) PERT / GANTT diagram showing broad time schedule of supply, erection and commissioning. xiii) Protection scheme of unit substation and WEG. xiv) G A drawing of entire electrical system for grid interfacing & Interconnection. xv) Foundation drawings for towers xvi) SLD of the line up to the grid substation of the sub-station xvii) Operation & maintenance and troubleshooting manual including drawing for local control system.
87.	SEC-VII/CI.	CENTRAL MONITORING AND CONTROL SYSTEM		SEC-VII/CI. 7.29

	7.29 / Pg. 132 of 248	<p>(CMCS) / SCADA</p> <p>At the project site CMCS on The system is to be designed in the manner that the generations, the relevant details & operational parameters sourced from CMCS would be made available to owner on real time basis at its OWNER / Consultant designated office through in house customer portal via internet for required analysis and report preparation / forecasting and onward transmission to meet the requirements of State Load Dispatch Centre (SLDC).</p> <p>Contractor shall take all necessary measures & carryout necessary works for monitoring all the data related to the windmill from the centralised OWNER's monitoring dash board located at HQ in Mumbai. Contractor shall Provide necessary software integrations for securely transferring data from field location or from cloud provisioned by vendor to the OWNER cloud, in the OWNER's compatible file & format. All the required hardware, fire walls, software and other licences for transferring data from CONTRACTOR's SCADA to OWNER's dashboard shall be in the scope of the Contractor and Contractor shall also assist OWNER's IT team for integration. Rates offered by the Bidder is deemed to be inclusive of all works as stated above and nothing extra shall be paid.</p>	<p>Please note that we shall provide our SCADA software to BPCL, beyond which all the scope shall rest with BPCL only regarding SCADA connectivity at owner's office. At site we shall have CMCS facility on shared basis for use of BPCL & other customers of windfarm. BPCL shall arrange to have a dedicated Personal Computer with highspeed internet connectivity at its HQ for viewing the real time data of its WTGs, to be supplied under this tender / contract.</p> <p>Our windfarm SCADA shall not be compatible with any other platforms of BPCL, as we design it for specific use of our WPPs. We would not be able to make integration of our SCADA with BPCL's SCADA / dashboard or provide the inputs in the owner's compatible file & format.</p> <p>We request for deletion of this requirement & to suitably modify this clause as we shall be providing the SCADA only for viewing of real time data of WTGs at HQ BPCL.</p>	<p>CENTRAL MONITORING AND CONTROL SYSTEM (CMCS) / SCADA</p> <p>Tender condition shall prevail.</p>
88.	SEC-VII/Cl. 7.30 / Pg. 132-133 of 248	<p>WEG FOUNDATION AND OTHER CIVIL WORKS</p> <p>A) Scope of Work The scope of work under civil work shall include:</p> <ul style="list-style-type: none"> b. Conducting contour survey and soil testing. f. Construction of suitable control room for housing the CMCS equipped with air conditioner on shared basis. One room with basic amenities shall be dedicated for OWNER's officials in control room who will visit the site. 	<ul style="list-style-type: none"> b. Physical contour survey is not conducted in wind industry, the contour maps are taken from the Google Earth / SRTM as prudently practiced in wind industry. We request for this amendment. f. Since CMCS room / building shall be provided on shared basis, therefore it shall be difficult to earmark one room dedicated for BPCL. 	<p>SEC-VII/Cl. 7.30</p> <p>WEG FOUNDATION AND OTHER CIVIL WORKS</p> <p>The clause is amended only up to the extent as follows:</p> <ul style="list-style-type: none"> A) Scope of Work: b. Conducting contour survey (Google Earth /

			We request for amendment in this regard.	SRTM) and soil testing. f. Construction/Provision of suitable control room/Porta cabin for housing the CMCS equipped with air conditioner on shared basis. Rest other tender condition shall prevail.
89.	SEC-VII/Cl. 7.30 / Pg. 134 of 248	<p>D). Detailed Contour Survey & Soil Investigation of the Site(s) A detailed contour survey with 2 m contour interval in case of uneven land and at 5 m interval in case of even land shall be carried out and drawings prepared by the EPC Contractor. Boundary stones shall be fixed for identification of land along the border of the area. The EPC Contractor shall also be responsible for detailed soil investigation at all WEG locations for the purpose of foundation design.</p>	<p>Physical contour survey is not conducted in wind industry, the contour maps at 5 meters intervals is used in wind industry and such digitized maps are taken from the Google Earth / SRTM as prudently practiced in wind industry.</p> <p>Further, the boundary stones, each of 1'x6"x6" size shall be fixed on each corner of the land parcel for identification of land transferred to BPCL.</p> <p>We request for this amendment.</p>	<p>SEC-VII/Cl. 7.30</p> <p>Tender condition shall prevail</p>
90.	SEC-VII/Cl. 7.30 / Pg. 134 of 248	<p>F) WEG Tower Foundation i) General</p> <p>The work shall comprise of design.....viz. cement, reinforcement steel etc. shall conform to relevant standards.</p> <p>Bidder shall furnish the safe bearing capacity of soil, concrete mix design calculations, and detailed construction drawing for the foundation for the WEGs to OWNER before proceeding with the work. The Contractor shall mention the survival wind speed considered for design of WEG Tower Foundations.</p>	<p>As the detailed construction drawing of WTG Foundation forms part of proprietary detail & would be difficult to submit. However, we shall submit the Gen. Arrangement drawing & Cross-Sectional drawing of the WTG foundation to BPCL as required.</p> <p>We request for above amendment in this regard.</p>	<p>SEC-VII/Cl. 7.30</p> <p>F) WEG Tower Foundation i) General</p> <p>The work layout drawings prepared after Micro siting.</p> <p>The successful bidder shall furnish sources of steel (Reinforcement and structural), cement and concrete ingredients i.e coarse aggregate, fine aggregate, water and admixture. The foundation design shall suit the local soil conditions and the materials used viz. cement, reinforcement steel etc. shall conform to relevant standards. Bidder shall furnish the Gen. Arrangement drawing & Cross-Sectional drawing of the WTG foundation to BPCL, concrete mix design calculations, for</p>

				the foundation for the WEGs to OWNER before proceeding with the work/ foundation drawing vetted by NIT or IITs. The Contractor shall mention the survival wind speed considered for design of WEG Tower Foundations.
91.	SEC-VII/Cl. 7.30 / Pg. 135-136 of 248	<p>F) WEG Tower Foundation</p> <p>ii) Excavation, back filling and stone pitching</p> <p>The Contractor shall carry out all excavation works in accordance with the dimensions and levels indicated on the drawings.....</p> <p>Alternatively, for erosion control, stone pitching / soil filled geocell with vegetative cover may be adopted. For stone pitching, the area to be pitched shall be trimmed and any loose material re-compacted. Pitching shall be laid on a bed of approved granular material. For soil filled geocell with vegetative cover following technical specification may be followed.</p> <p>Technical Specifications for Geocells</p> <p>(a) Material composition: High density polyethylene....</p> <p>(b)</p> <p>(c)</p> <p>(d)</p> <p>(e)</p> <p>(f)</p> <p>(g)</p> <p>(h)</p> <p>(i)</p> <p>(j)</p> <p>(k)</p> <p>Filling Material:</p> <p>Geo cell shall be filled with locally available soil. Vegetation shall be grown over it to make the erosion control more effective. f) Cell depth (+ / -3%): 75 mm</p>	<p>Please note that as per our design of WTG foundations, we do not require stone pitching or geo-cells for our WTG foundations.</p> <p>Hence, we request BPCL to make this requirement optional as per individual OEM's WTG foundation design.</p>	<p>SEC-VII/Cl. 7.30</p> <p>F) WEG Tower Foundation</p> <p>ii) Excavation, back filling and stone pitching (only if applicable as per WEG foundation design).</p> <p>Rest all existing terms and conditions in the Tender conditions shall prevail.</p>
92.	SEC-VII/Cl.	H) Switch yard civil works		SEC-VII/Cl. 7.30

	7.30 / Pg. 139 of 248	<p>Switchyard civil work includes step up transformer plinth, HT Switchgear kiosk plinth, two pole / 4 pole structure foundation, earth pits, metal spreading curb wall in and around switchyard and fencing. The transformer / HT switchgear kiosk plinth shall be made of concrete or dressed stones masonry conforming to relevant standards. The height of transformer / HT Switchgear kiosk plinth shall be decided based on the requirement of ground clearance as per voltage of unit substation. It should also be Min. 300mm above HFL.</p> <p>Earth pit construction shall be of brick masonry with precast RCC (1:2:4) cover. The fencing of the switchyard shall be with GI chain link of 1800 mm height with MS Angle posts. The gate shall be made of steel of the same height as that of the fencing.</p>	<p>The design of our Skid mounted Packaged Sub-Station “SPSS”, installed adjacent to each WTG, doesn’t require any fencing, since it is a unitized packaged substation.</p> <p>This type of SPSS design without any fencing is already approved by CEIG & is operational at number of project sites across India as per statutory norms. We shall seek CEIG approval for the same before commissioning of WTGs as a statutory compliance & request BPCL to kindly make fencing requirement as optional depending upon the individual OEM design.</p> <p>We request for a suitable clarification in this regard.</p>	<p>H) Switch yard civil works</p> <p>Switchyard substation. It should also be Min. 300mm above HFL.</p> <p>Earth pit height as that of the fencing, if applicable.</p> <p>CEIG approved design without fencing, walls, gate, curb wall etc. shall be acceptable.</p>
93.	SEC-VII/Cl. 7.30 / Pg. 139 of 248	<p>I) Building</p> <p>For the operation & maintenance of Windfarm the Office cum control room building of suitable size (100 sq meter minimum) should be constructed as per relevant Indian Building Standards for common use. Contractor to provide necessary fire fighting facilities and first aid facilities in the Windfarm as per applicable standards and regulations.</p> <p>Control room building shall comprise of the following:</p> <p>- CMCS Room: This room shall house the CMCS and shall be sized suitably as per the requirements of the offered equipment. There should be adequate facilities for officers visiting on behalf of the Owner during their visit to the site which includes sitting arrangement, arrangement of water, electricity, Toilet, washroom, etc. The room shall be appropriately air- conditioned to maintain suitable temperatures for personnel & equipment in the building during all climatic conditions.</p>	<p>All the shared infrastructure including CMCS room cum office cum control room shall be designed as per standard design based on the overall windfarm size at any given site, to be offered by us. Therefore, the specific size indicated in this clause shall be difficult to adopt.</p> <p>We would not be able to earmark any such facility for BPCL or any other customer as infrastructure is constructed looking to the O&M being done & not to have accommodation build for various windfarm owners at site.</p> <p>Hence, we request for amending this provision being a shared facility, which shall be used by all the windfarm owners including BPCL without any earmarking or specific facilities.</p>	<p>SEC-VII/Cl. 7.30</p> <p>I) Building</p> <p>Original tender condition shall prevail with amendment of the existing clause by adding below provisions:</p> <p>However, office cum control room can be located in Pooling Sub-Station (PSS) building with a provision of porta cabins near site/WEG at suitable location to cater day to day O&M activities.</p>

		- Store room: A store room orspares and consumables shall be provided in the building.		
94.	SEC-VII/Cl. 7.30 / Pg. 140 of 248	<p>J) Approach Roads & Internal Roads</p> <p>All the WEGS shall be accessible through all-weather approach roads and internal roads suitably for transporting the plant equipment, spares, cranes & other maintenance machinery.</p> <p>The bidder shall furnish the drawing of approach road / internal road taking into account geographical terrain of the area. Width of the carriageway shall be kept as 5.0 meters (Minimum) Extra width shall be provided at curves and hair pin bends. For all other minor roads, carriageway shall be of 3.75 m width.</p> <p>Roads shall be provided with proper roadside ditches, under drains and R.C.C pipe culverts as per site requirement to carry out the natural flow of water. Where ever necessary embankment and retaining wall shall be provided of adequate strength to sustain heavy vehicular movement.</p>	<p>J) Approach Roads & Internal Roads</p> <p>The approach & internal roads at project sites in wind industry are of earthen type. All weather roads are not constructed in any of the wind projects in India, wherein it is extremely difficult to maintain such roads & unwantedly increase the impact of O&M cost to BPCL, considering Machine Availability guarantee being offered by the contractor.</p> <p>The road dimensions being very specific to the individual WTG component dimensions & its max. single component load to be handled, which vary from OEM to OEM and cannot be fixed to avoid oversizing or under sizing of such earthen type roads.</p> <p>Further, we shall submit the cross-sectional drawing of earthen roads including the width details as required for our WTG model to be offered.</p> <p>We request for suitable amendment in this regard.</p>	<p>SEC-VII/Cl. 7.30</p> <p>J) Approach Roads & Internal Roads</p> <p>Original tender condition shall prevail with amendment of the existing clause by adding below provisions:</p> <p>However, earthen road shall also be considered as all-weather road provided equipment, vehicle and pedestrian can move throughout the year.</p>
95.	SEC-I/1.0 (i)/Pg. 2 of 248	<p>For single lot of 25 ($\pm 5\%$) MW capacity Windfarm during last 10 years 20 MW / 2 x 12.5 MW /3X 10MW</p> <p>For two lots of 25 ($\pm 5\%$) MW capacity Windfarm during last 10 years 40MW / 2 x 25MW /3x 20MW</p> <p>For three lots of 25 ($\pm 5\%$) MW capacity Windfarm during last 10 years 60MW/ 2 x 37.5 / 3 X 30</p> <p>For four lots of 25 ($\pm 5\%$) MW capacity Windfarm during last 10 years 80MW / 2 x50MW / 3 x 40MW</p>	<p>We are 3-Year-Old EPC Company and have established two wind farms of 50MW each.</p> <p>Required Amendment - Wind farm of 50MW or more and one project of 50MW at one location. (can be part of multiple LoA / Work Orders)</p>	<p>SEC-I/1.0 (i)</p> <p>Tender condition shall prevail</p>
96.	BQC/3.5.2.1 B pg no 20 of	The bidder should have the experience of successful operation and maintenance of at least one Windfarm	Since New WTGs are operated & maintained by OEMs for first 2 years EPC contractors will	<p>BQC/3.5.2.1 B</p> <p>Tender condition shall prevail.</p>

	248	of 10 (±5%) MW capacity having WEGs of 1000 kW rating or above, for a period at least of one year ending last date of the month prior to which tender is invited.	do O&M for Transmission & Pooling Substation. Clause to be deleted	Addition as subclause no. "vi" also referred in amended clause no 3.5.2.1 B vi. Bidder shall submit proforma of Indemnity as per Annexure XVIII. (Separately for each lot) of the tender document failing which bid shall be rejected.
97.	3.5.2.3 at page no 21 of 248	The availability of land to the bidder is a pre-requisite. Identification and suitable arrangements for transfer by outright purchase or lease/ Sub-lease of 100% (hundred per cent) land in favour of OWNER is required at the time of bid submission	It is a standard bidding practice for bidders to mention village, district and coordinates of proposed location with a AEP report verified by approved agency like NIWE. Only on successful bid the bidder shall engage in the activities of land acquisition. Clause needs to suitably modified.	BQC /3.5.2.3 Covered in land related queries
98.	SEC-I/1.0(I)/Pg. 2 of 248	Bidder (s) to propose the most suitable site(s). Offers are invited in 4 lots where 2 lots are for each state (Maharashtra and Madhya Pradesh). Each lot shall have cumulative capacity of 25 (+/-5%) MW with maximum 2 sites of having minimum capacity of 10 (+/-5%) MW at any one site. Bidder (s) may quote for more than one project in different lots based on their eligibility as per Bidder' Qualification Criteria (BQC)	We propose 2 lot Sizes of 50 MW each in both states.	SEC-I/1.0(I) Tender condition shall prevail.
99.	SEC-I/1.0(xi)/Pg. 2 of 248	01.01.2024	Please extend due date by 8 weeks after receipts of clarifications from your end.	SEC-I/1.0(xi) Last Date for bidding (On-line): Bidder to refer tender portal for last date for bidding.
100.	SEC-I/1.0(xx)/Pg. 4 of 248	Price quoted as per price schedule of Price I & VII by bidders shall remain 'Firm' during the bidder's Performance of the contract and not subject to variation on any account. Offer submitted with variable price will be treated as non-responsive and the same shall be rejected.	Please reduce validity of offer to 90 days from due date of submission.	SEC-I/1.0(xx) Tender condition shall prevail.
101.	SEC-III/ 3.1.1 (2 nd para) /Pg. 11 of 248	1. Competitive offers are invited in two-part bid- Bid Qualification Cum Techno Commercial Bid and Price Bid from eligible bidders. Bidders are requested to carefully study all the documents/ annexures and understand the conditions, specifications, drawings etc. before submitting the tender and quoting the	Please consider minimum Annual CUF as 22% as per MNRE guidelines.	SEC-III/ 3.1.1 Tender condition shall prevail.

rates. In case of doubt, written queries should be raised within 14 days in case of open tenders from the date of publication of the tender. However, this shall not be a justification for request for extension of due date for submission of bids. The number and date of Collective Request for Quotation (CRFQ) & E- Tender must appear on all correspondence before finalization of Rate Contract / Purchase Order. After finalization of Contract / Purchase Order, the number and date of Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order. The Bid and all supporting documentation and all correspondence exchanged by bidder and Corporation, shall be written in English language only. All documents attached with the Bid Qualification Cum Techno Commercial Bid, price bid and all corrigenda issued shall form the part of the tender. Bid Qualification criteria documents, techno Commercial bid and the price bid will be submitted online.

The bidder will declare the annual CUF of their site(s) at the time of Bid submission. The declared annual CUF shall in no case be less than 34% (Thirty Four Percent) P-90 for Maharashtra and 32% (Thirty Two Percent) P-90 for Madhya Pradesh. The decision of OWNER regarding consideration of AEP / CUF figures, corresponding evaluated bid value (EBV) worked out for evaluation of the Bids and viability of the offer will be final and OWNER will be under no obligation to give any reply, justification to any of the Bidder in any form. No communication in this regard should be entertained post submission of the Bid. OWNER reserves the right to decide the final number of sites and MW capacity to be ordered. OWNER is under no compulsion to issue order irrespective of the EBV worked as per parameters outlined for each Bid and mere issue of this Tender do not assure placement of Order. AEP (CUF%) figures as certified / finalized (P-90) by owner's consultant and accepted by OWNER or

		<p>worked out independently by OWNER on through in house analysis and based on verification of data submitted by Bidder for individual Bidder or AEP figures P-90 & P75 as quoted by the bidder, whichever is lower, will be considered for Bid evaluation purpose. The rates quoted in the tender shall be fixed & firm. The Bidder can quote their prices in Price Schedules "Bid Response Sheet No. P-I to P-VII".</p>		
102.	<p>SEC-III/ 3.4 /Pg. 15 of 248</p> <p>SEC-III/CI. 3.4 (d) (V)/Pg. 16 of 248</p> <p>SEC-III/CI. 3.5.2.4.7.2/Pg. 25 of 248.</p> <p>SEC-III/CI. 3.26 (I)/Pg. 38 of 248</p>	<p>During BQC/EMD stage all vendors will have to submit *TPIA verified documents (*TPIAs which are accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as type "A" in QCI's NABCB website (https://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)).</p> <p>The bidders who are already registered with BPCL shall also submit all the documents as mentioned above.</p> <p>I. Documents to be submitted by MSE (Micro/Small enterprise) Bidder:</p> <p>1. Bidders quoting as Micro and Small Enterprise shall submit scanned copy of MSE document i.e. valid "Udyam Registration Certificate" along with scanned copy of CA certificate (as per the format attached as AnnexureA),duly verified by *TPIA to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012 (as amended from time to time).</p> <p>2. In case CA certificate is not submitted, bidder shall not considered as MSE and such bidder shall not be eligible to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012 (as amended from time to time).</p> <p>i. TPIA Certification not required if the CA certificate in original is submitted.</p> <p>ii. The CA certificate should be dated after the date of floating of tender and shall be specific to the tender for which bid is being submitted.</p> <p>II. Bidder shall ensure that any certificate/ reports issued/ attested by a practicing-chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate / reports issued/</p>	<p>TPIA certification if required, should be carried out of the successful bidder only. Self-certification of documents is an accepted industry practice</p>	<p>SEC-III/ 3.4 /Pg. 15</p> <p>Bidder to refer TPIA list provided at NABCB website only. Tender condition shall prevail.</p> <p>SEC-III/CI. 3.4 (d) (V)</p> <p>Tender condition shall prevail.</p> <p>SEC-III/CI. 3.5.2.4.7.2</p> <p>Tender condition shall prevail.</p> <p>SEC-III/CI. 3.26 (I)</p> <p>Tender condition shall prevail.</p>

attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

III. Charges of TPIA Verification & CA Certificate: All charges of the third party verification and CA certificate shall be borne by the Bidders.

IV. Submission of authentic documents is the prime responsibility of the bidder. Wherever BPCL has concern or apprehensions regarding the authenticity/correctness of any document or information, BPCL reserve the right to get the documents cross-verified from the document issuing authority. BPCL reserves the right to inspect the facilities at party's work to confirm their capabilities. BPCL also reserves the right to independently assess the capability and capacity of the bidder for execution of the project.

V. Failure to submit the above documents as per Qualification Criteria will render the Bid liable to be rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Criteria as given in the tender. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information.

Additional Query /Request

The following can be considered:

1. **Tata Projects Ltd.**
2. **DNV GL**
3. Société Générale de Surveillance (SGS)
4. Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
5. TUV Rheinland (India) Pvt. Ltd.
6. TÜV SÜD South Asia Pvt. Ltd.
7. TUV India Pvt. Ltd. (TÜV Nord Group)
8. Intertek India Pvt. Ltd.
9. Moody International (India) Pvt. Ltd.
10. RINA India Pvt. Ltd.

		<p>11. Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)</p> <p>12. ABS Industrial Verification (India) Pvt. Ltd.</p> <p>Please note that we require Tata Projects Ltd. & DNV to be included in the list besides other agencies. The list of TPIA's as given in BPCL tender doesn't have Tata Projects Ltd. or DNV, so we need above list only to be considered.</p>		
103.	SEC-I/1.0 (i)/Pg. 2 of 248	BPCL would like to qualify vendors for undertaking the above work as indicated in the brief scope. Detailed bid qualification criteria for short listing vendors shall be as follows: The job in each state is split up into two lots of 25 (+/- 5%) MW each. Bidders can participate in single lot or in multiple lots as per BQC criteria below. Lot wise award shall be done. Bidder can offer maximum 2 sites for each lot with minimum capacity of 10 MW at any one site	We Intend Submitting our offer for 50 MW lot size for each state	SEC-I/1.0 Tender condition shall prevail.
104.	SEC/3.5.2.2/v pg. no 21 of 248	v. The quoted model of WEG should have Type Certification from an accredited test house such as RISO Denmark, DEWI - Germany, Germanischer LLOYD - Germany, NIWE or any other agency approved by Ministry of New and Renewable Energy (MNRE), Government of India. Such Type Certificate should be valid as on the date of opening of the bid. Copy of Type Certificate along with copy certified power and thrust curve shall be submitted with the bid. Certified power curve and thrust curve should be in graphics as well as tabular form.	We intend to offer our latest WTG model. Thus, RLMM listed WTG will be supplied prior to the dispatch of the 1st WTG from the latest RLMM list. Please amend the clause suitable to enable Participation	SEC/3.5.2.2/v v. The quoted model of WEG should have Type should be in graphics as well as tabular form. In case the offered WEG is not listed under the RLMM list, bidder to ensure enlisting of offered turbine prior to bid opening.
105.	SEC 3.5.2.3/a page no 21 of 248	a) The Bidder should give all relevant documents to satisfy OWNER regarding availability of land	-	SEC 3.5.2.3/a Covered under land related queries.
106.	SEC 3.5.2.4 /document verification pg. no 24 of 248	2. The certificate confirming both the Technical and Financial criteria above and all the documents submitted thereof, should be duly verified and certified by TPIA which are accredited under "NABCB	TPIA certification if required, should be carried out of the successful bidder only. Self-certification of documents is an accepted industry practice	SEC 3.5.2.4 Tender condition shall prevail.

		<p>accredited bodies as per requirement of ISO/IEC 17020 as type "A" in QCI's NABCB website (nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php) as on due date of bid submission", at no extra cost to BPCL. The verification and certification should necessarily include comment "Verified from originals", with name and contact details (contact number and e-mail ID) of the certifying officer, TPIA name with the address of TPIA branch undertaking the certification. Hard copy of the original TPIA verified documents (with original stamp) should be submitted to BPCL by the successful bidder for future reference. BPCL reserves the right to request for original documents of Bidder at any time during tendering process. 3. For foreign bidders, all the bidding documents related to Technical qualification Criteria as well as Financial qualification criteria should be duly certified, signed, dated and stamped by an official authorized for this purpose in Indian embassy/ High commission in Bidder's country. An apostilled document shall also be treated as legalized document in India by all concerned, in accordance with the international obligation under the Hague Apostille Convention. OR a) Local chamber of commerce in bidder's country. OR b) TPIA which is registered under "NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A" in QCI NABCB website://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php as on date of verification of documents, OR c) The above referred TPIA's group company available in the bidder's country 4. In case vendor submits BPCL Work Order/P.O. in technical criteria, certification by TPIA is not mandatory against Technical Qualification Criteria. Completed value in such case will be cross checked from BPCL's SAP system and completion certificate/other documents to satisfy completed value will not be mandatory. However, certification by TPIA is mandatory against Financial Qualification Criteria</p>		
107.	SEC 3.19 pg.	Project location shall be anywhere in Maharashtra	We propose 2 lot Sizes of 50 MW each in	SEC 3.19

	no 34 of 248	and Madhya Pradesh meeting the requirement of the Project. One Project is defined as maximum two sites of cumulative capacity of 25 (+/-5%) MW in each state with minimum capacity of 10 (+/-5%) MW at single site.	both state.	Tender condition shall prevail.
108.	SEC 3.26 pg .38 of 248	i. Hard copies of the TPIA certified Bid Qualification Criteria (BQC) documents and its supporting documents with Original Stamp of TPIA certified with comment 'Verified from Originals' ii. EMD/ MSE Certificate & TPIA verified CA Certificate(whichever is applicable)	TPIA certification if required, should be carried out of the successful bidder only. Self-certification of documents is an accepted industry practice	SEC 3.26 Tender condition shall prevail.
109.	SEC 4.2 pg. no 47 of 248	The complete, fully functional and operational 25 MW ($\pm 5\%$) wind power generating station in maximum 2 Sites having minimum capacity of 10 (+/-5%) MW at single site including related facilities, substation and controls necessary to enable the plant to deliver electric power to 33 kV or at higher voltage outgoing feeders up to inter connection at MSETCL/ MPPTCL at 66 kV and above.	We propose 2 lot Sizes of 50 MW each in both states.	SEC 4.2 Tender condition shall prevail.
110.	SEC 4.9.5 pg. no 50 of 248	i) Transfer / Lease / Sub lease of land in the name of OWNER shall be got done within 9 (Nine) months from signing of contract agreement. ii) Process of lease transfer of forest land in favour of OWNER shall be commenced soon after finalization of WEG locations after award of Contract to the Contractor.	Transfer / Lease / Sub lease of land shall be over the entire duration of the project.	SEC 4.9.5 Covered under land related queries.
111.	SEC 4.19 pg. no 54 of 248	Payments shall be released in the following manner after furnishing of Security cum Performance Bank Guarantee by the bidder and signing of Agreement as per provisions of bidding document: Considering separate orders, the following payment terms will be applicable for the respective scope: - Stage wise payments shall be released on prorata basis (i.e WEGs wise basis) against each SOR including all applicable taxes and duties after furnishing of Contract Performance Bank Guarantee	Pls consider payment terms in line with accepted industry practice.	SEC 4.19 Bidders to refer the amendment made to the payment terms at clause no. 4.19
112.	SEC 4.19/advance payment pg. no 56 of 248	On specific request of the bidder, Owner may release interest bearing advance up to 30 percent of the contract value for Sl. No. 4 of BRS No. P-I subject to the following conditions: Advance amount will be made available for procurement Wind Turbine and accessories as per	We do not envisage interest bearing advance which is not the industry norm and will severely impact in final prices.	SEC 4.19 Tender condition shall prevail.

		Sl. No. 1 of BRS No. P-I.....		
113.	Section IX HSSE Plan	Attached separately.	Bidders have raised query that HSSE plan attached with the tender document is not relevant to the wind industry and bidder shall not be able to comply the same.	<p>Special conditions to the HSSE</p> <p>Health and Safety of human/habitant as well as equipment shall be kept at topmost priority and its compliance to the related code, regulation, act and law is in contractor's scope during construction as well as during O&M period. HSSE plan prepared for the project needs to be mandatorily vetted by NABCB listed agency and shall be furnished to Owner/PMC for further approval for the project.</p> <p>The bidder shall submit comprehensive Health, Safety and Environment (HSSE) policy governing their efforts to improve bidder's performance towards HSE requirements. Successful bidder to incorporate following in their HSSE Policy/plan for the project:</p> <ul style="list-style-type: none"> • The policy should mention responsibility of the personnel for compliance to the policy for bidder's owned and operated locations. • The policy should cover contractors and suppliers to manage HSE in compliance with OEM's standards. • The policy should cover provision of periodic audit of facilities in order to ensure that the Bidder complies with its own policies, standards, and applicable regulatory requirements, special mention to be given for large and complex facilities and ensure development of corrective action in case gaps are found. • Review of Action Taken Report by Independent auditors and Audit closure report. • Methodology for annual HSE compliance

				<p>verification process, audit action items, risk assessments, incident investigations and similar corrective actions.</p> <ul style="list-style-type: none"> • Certification of compliance with regulatory requirements and OEM standards, and attestation that adequate action plans exist for any identified gaps, to guide identified risk issues and HSE-related issues to conclusion. <p>Independent HSE audit by bidder/third party should conduct reviews to determine the operational status for the assets for ascertaining that the work force has been properly trained, and that effective inspection and maintenance programs are in place.</p> <p>The above obligations of successful bidder shall be minimum and other course of action suggested or required during Construction or O&M period shall be the obligation of the bidder and same has to be executed by them without any additional cost to the Owner.</p>
114.	SECTION VIII at page no 184 of 248 Bid Response Sheet No. 19			<p>Bid Response Sheet No. 19</p> <p>Amended BRS no. 19 is enclosed</p>
115.	SECTION VIII at page no 190 of 248 Bid Response Sheet No. 19			<p>Bid Response Sheet No. 23</p> <p>Amended BRS no. 23 is enclosed</p>
116.	SECTION VIII at page no 195 to 206 of 248 Bid Response Sheet P-I to P-VII			<p>Bid Response Sheet No. P-I to P-VII</p> <p>Amended BRS no. P-I to P-VII are enclosed.</p>
117.	Annexure XVII			<p>Addition</p>

				Annexure XVII Activity Chart is enclosed.
118.	Annexure XVIII			Addition Annexure XVIII Proforma of indemnity is enclosed.