

| Clarification SELECTION OF EPC CONTRACTOR FOR SURVEY, DESIGN, ENGINEERING, SUPPLY, PROCUREMENT, INSTALLATION, ERECTION, CONSTRUCTION & COMMISSIONING OF GRID-CONNECTED 12 MW (AC) SOLAR PV POWER PLANT FOR CAPTIVE CONSUMPTION INCLUDING LAND ON LEASE FOR 27 YEARS AND COMPREHENSIVE OPERATION & MAINTENANCE FOR 10 YEARS AT ANY LOCATION IN THE STATE OF GUJARAT | | | | | |
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| Open Tender ID – 215408 | | | | | |
| Sr. No. | Tender Clause No. / Annexures | Page No. | Tender Clause Description | Bidders Comments / Queries | Gujarat Gas Limited (GGL) Reply/ Clarifications |
| 1 | SECTION II: Scope of Work and Technical Specifications 2.1 Land Procurement and Arrangements for 27 Years 5. INTENT OF LAND ON LEASE: & all other relevant clauses of the tender documents. | 16 & 95 | <ol style="list-style-type: none"> The Bidder shall procure/arrange land with ownership or lease rights for 27 years within 4 km of the nearest 66 kV substation, obtain necessary RoW clearances for the 66 kV line, and submit finalized land documents in full legal compliance as per annexure 3 and annexure 4. The purpose of Intent is to acquire or take land on long term lease (27 years) for setting up Solar Project. For entire lease period lease amount (as per agreement) to be paid by GGL to EPC contractor. | <p>As per tender requirement as per clause number “SECTION II: Scope of Work and Technical Specifications (SoW) -5.2 (PG No. 95),” for the lease deed GGL will do registered lease agreement with the contractor, in this case contractor first do registered lease agreement with the landowner and then contractor do registered sub lease agreement with GGL as per tender requirement,</p> <p>In this regards, recent published approved grant connectivity procedure by GERC only registered lease deed or sale deed allowed for connectivity approval application as per clauses no. 5.7 (vi) attached approved procedure.</p> <p>With above facts and consideration, please allowed direct registered lease agreement by GGL with landowner to avoid later on dispute for the approval of connectivity</p> | <p>GGL noted the comments.</p> <p>In this regard, Bidder may refer following clarification for land lease arrangement to meet the regulatory requirement.</p> <ol style="list-style-type: none"> The Bidder shall procure land with ownership or arrange land from land owners for 27 years within 4 km of the nearest 66 kV substation, obtain necessary RoW clearances for the 66 kV line, and submit finalized land documents in full legal compliance as per annexure 3 and annexure 4. Lease agreement shall be done as per tender conditions with EPC Contractor (if EPC Contractor owns the land) or directly with landowners (in this case, EPC Contractor will aggregate and arrange the required land) in compliance with GERC connectivity procedures. The purpose of Intent is to acquire or take land on long term lease (27 years) for setting up Solar Project as per tender conditions as well as in compliance with GERC connectivity procedures. For entire lease period lease charges (as per agreement) to be paid by GGL to EPC contractor (if EPC Contractor owns the land) or directly to land owners if land arranged by EPC Contractor as per lease agreement executed. <p>Note:</p> <ol style="list-style-type: none"> If EPC Contractor has already applied and got the connectivity as developer from GETCO, then sub lease of the land shall be allowed as per GERC guidelines for connectivity. Subsequently connectivity transfer procedures in the name of GGL shall be done by the EPC Contractor as per GERC guidelines and GETCO procedures. If EPC Contractor has not applied for the connectivity and will arrange the land for the 12 MW Project of GGL then in this case, the EPC Contractor will act as land aggregator and facilitator, but the registered lease agreement will be executed directly between GGL and respective landowners, ensuring direct leasehold rights for GGL during the project term as per GERC Regulation of connectivity. GGL shall pay lease rental charges as per price quoted in the bid in the both cases as above mentioned. <p>In the both above mentioned cases, all charges related to GETCO connectivity, stamp duty on lease deeds, registration charges of lease deed and all other statutory charges shall be borne by EPC Contractor. It is clarified that in the event that GGL is required by law/govt. authority to directly pay any of the aforementioned GETCO Connectivity charges, stamp duty, registration fee and any other statutory charges/fee, the same will be reimbursed by the EPC contractor to the GGL promptly.</p> <p>Also, all liaison work and paper work shall be done and the expense thereof shall be borne by the EPC Contractor.</p> <p>GGL shall deduct the amount from EPC Contractor’s contract price, in case GGL shall pay any type of statutory charges or other charges for the project.</p> |