

Tender No. N1EG-13/2018 Corrigendum-II, Part-I (Clarifications)

Sr. No	Clause No.	Existing Clause	Query	Maha-Metro Clarification
1	NIT	Online submission up till 16.00 Hrs. on 29.10.2018 in MAHA-METRO's e-tender portal.	Due date for online submission is 29th October 2018. Kindly allow hard copy submission post 10 days of online submission.	Due date for online submission is 06.12.2018, however, other tender Condition prevails. Refer to Addendum.
2	NIT	Online submission up till 16.00 Hrs. on 29.10.2018 in MAHA-METRO's e-tender portal.	Kindly allow hard copy submission of tender documents via courier.	Tender Condition prevails
3	Annexure II-A Bid Data Sheet, 1.4	The successful Bidder has to establish its co-ordination Office at Nagpur if it does not have at present. The cost and expenses for setting up the said office(s) will be deemed to have been included in the Bill of Quantities and no separate / extra / additional payment will be made on this account.	We are already having office in Maharashtra region but not specific in Nagpur. Still it would be necessary to establish Co-ordination office in Nagpur?	In case, the bidder is having office in Maharashtra, a local (Nagpur) co-ordinator / point of contact to be made available throughout the PPA period.
4	Section -IV, 6.8	Maha-Metro has applied for the subsidy/incentives from MNRE/SECI. The request for subsidy/incentive is sent and awaiting for sanction from MNRE.	Kindly allow submission of tender post approval/sanction of subsidy from MNRE.	Submission of Bid is to be done before the designated closing date only.
5	Annexure II-A Bid Data Sheet, 31	Sub-contracting shall be generally limited to 50% of the awarded price of the work, excluding the cost of design, if any. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor. For sub-contracts exceeding Rs 5 million, it will be obligatory for the Contractor to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub-contractor and Vendor need approval of employer. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit.	Request you to kindly allow sub-contracting upto 70% of project cost.	Tender Condition prevails
6	General		Kindly confirm whether the metro is operational or not. If not when it will be operational?	The revenue operation of Nagpur Metro is still to start. It is expected in 2019. However the train is operational in between the three stations from Khapri to Airport South.
7	PPA	Water – Power Producer will be responsible for arranging water as per the requirements of the Power Producer, for periodic cleaning of the solar panels. Power Purchaser may provide Raw Water as per availability.	Request Maha-Metrorail to provide auxiliary power & water supply to contractors during I&C phase.	The power points are normally available with other major (civil) contractors at a reasonable distance from site. Developers are requested to get in to mutually agreed arrangement with them for availing power during I&C phase. Similar arrangement is envisaged for Water. During O&M, water point would be provided by Maha Metro at a reasonable distance from the facility from where the power producer can tap the water free of cost. Please also note that in each case the developer/producer shall themselves arrange any wire or pipe extension from the designated power / water points.
8	Section-V, 26	i. For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multistranded flexible copper cables shall be used; Outdoor AC cables shall have a UVstabilized outer sheath.	Kindly permit use of Aluminium cables for AC side cabling purpose.	Aluminum cables can be employed on AC side but the same (up to the station panel) shall remain under the maintenance scope of Producer.
9	Section-V, 26	The combined wattage of all inverters should not be less than rated capacity of power plant under STC (Standard test conditions)	Kindly allow Cables, ACCB & Associate circuits to be designed at 80% of DC Capacity.	The design of the Solar PV system is in the scope of the power producer.
10	General	Drawings	Request you to provide Electrical layouts & Civil drawings of all the sites to allow us to analyse the sites more briefly and hence bid effectively.	Required Drawings are provided in annexure C. However it should be noted that the actual layout etc may have slight deviations here or there which the Developer should be able to accommodate in their scheme.
11	4.1 c) P-136	Power Producer may construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties in writing, in the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing	Power Producer should be allowed to construct system of smaller or larger capacity (in line with provisions of Clause 2.2 of tender document).	The total capacity should nominally be 1600 kWp. However, the final capacity will be mutually decided after the submission of Solar PV system drawings and layouts by the power producer for final approval of Maha-Metro.
12	4.1 d) P-136	The Delivery Point shall be where the Main Metering System is located	Delivery point should be defined as the point where solar power is terminated at Purchaser's LT panel at each location. Delivery point should not be defined w.r.t Main metering point since the solar plant installation locations proposed by Purchaser are distributed across the city and not within one premises. Also, delivery point should be at LT 415 V at each location	Accepted, the Delivery point shall be reckoned as the point where solar power is terminated at Purchaser's LT panel at each location.
13	4.1 g)	The Power Producer shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings")..... Execution/ Erection Period:- 26 Weeks (Twenty Six) Weeks (including Monsoon Period) from the date of issue of LOA	Power Producer should be allowed to atleast 30 days from the date when Purchaser shares the roof layout and SLD of all sites and not from Effective Date. Kindly consider that it will take 30 days to prepare all drawings for all locations after getting the inputs from Purchaser considering the vast number of locations for each installation. The Scheduled Commercial Operation Date should be 220 days from the date of handover of last roof to the Power Producer. We have experienced that there can be unforeseen delays due to various circumstances for the Purchaser to handover some of the sites to Power Producer for solar installation.	The drawings are allowed to be submitted within 30 days when the purchaser shares the drawings. The Scheduled Commercial Operation Date SCOD for the total project is 26 Weeks from the date of LoA. Further, the power producer is allowed to commission the project within 2 (two) months from the date of handover of the respective site, whichever is later.

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Sr. No	Clause No.	Existing Clause	Query	Maha-Metro Clarification
14	General		Site Handover should be clearly defined as the date when Purchaser permits Power Producer, in writing, to start solar installation at site such that Purchaser has approved civil and electrical drawings for that site and tree trimming/shadow free area, safe permanent roof access is available for that/each site along with electrical infrastructure to carry out solar installation.	Site Handover shall be deemed as the date when Purchaser permits Power Producer in writing, to start solar installation at site. The work for installation of the PV system can be started after approval of the related drawings from Maha-Metro.
15	5.2 a) P-139	The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System	Main Metering Point should be clearly defined as the point where solar generation meter is installed by the Power Producer for each site/at each termination point and not the bi-directional net meter of each Consumer number. This meter shall be used for the Joint Meter Reading and monthly invoice of Power Producer.	Accepted, the Main Metering Point shall be reckoned as the point where solar generation meter is installed by the Power Producer for each site/stations.
16	5.3 Deemed Generation P-141	o)For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation). Power producer shall inform about the 'disruption or outage in System production, for reasons attributable to purchaser in 'writing with date and time of such occurrences, and Purchaser's liability shall start from the date of intimation for above of disruption or outage in system production, on account of Purchaser.	If disruption period occurs in the first 12 months of plant operation, deemed generation should be calculated as the average generation in the past 30 days of operation of that plant.	Tender Condition prevails
17	8.3 j) P-151	Water – Power Producer will be responsible for arranging water as per the requirements of the Power Producer, for periodic cleaning of the solar panels. Power Purchaser may provide Raw Water as per availability.	Power Purchaser should provide soft water of less than 300 ppm TDS at 4-5 bar pressure at one point at the roof level at each site free of charge for periodic operation and maintenance of the solar plant. The premises belongs to Power Purchaser and Producer does not have the means to arrange water supply for cleaning. Moreover, if Purchaser requires annual generation guarantee, soft water of required quality is a necessary condition to maintain the generation from the solar plant for the duration of the Agreement.	Please refer to clarification for item at Sr. No. 7 above. However, Maha-Metro does not give any guarantee with regards to the quality of water. Treatment or softening if any required would be in the scope of power producer.
18	17.16 PPA P-174	This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.	This clause and Clause 17.3 are identical, so 17.16 need not be repeated and can be deleted.	Noted. Clause 17.13 stands deleted. Refer to Addendum
19	Schedule V:	Government approvals: 1. To be obtained by the power producer All approvals including approvals/consents required under local regulations, building codes and approvals required from the distribution utility etc. relating to installation and operation of the system (including the government incentives/subsidies available for the project) and generation and supply of solar power from the Project. Permissions and coordination with DISCOM or any related organization for NET METERING 2. To be obtained by Power Purchaser:- Any authorizations required of purchaser, including those required for installation of system at the premises. Power Purchaser will bear the cost of net meter only.	Purchaser shall bear all charges/costs related to any statutory charges, hardware, infrastructure changes required by DISCOM at any site for the termination of solar power at the Delivery Point and operation of solar plant for the duration of Agreement or net metering. Power Producer's scope shall be limited to liaison for approval only. Purchaser shall support with necessary documents/ applications as and when required for such approvals.	Tender Condition prevails.
20	Schedule-IV of PPA	Minimum Guaranteed Generation	Maha Metro has asked for minimum generation guarantee. Kindly confirm that Maha Metro will pay the solar developer for all units generated by rooftop solar plant irrespective of load/consumption by Maha Metro at the corresponding sites considered in this RFS even if the solar generation is more than this minimum guaranteed generation.	Confirmed. Please also refer clause 6.1 'Purchaser Requirement' of the PPA
21	Section-II 3.17	The Performance Bank Guarantee (PBG) initially shall be valid for minimum period of 10 years plus 3 months from date of issue of Letter of Acceptance. Thereafter, for entire PPA period the PBG shall be provided in accordance with table below: 1. Rs. 10 Lakhs:- Valid for 5 years from the date of commissioning, renewable ever five year for total 10 years thereafter as per point No. 2 below 2. Rs. 8.5 Lakhs:- Till PPA is inforce, to be renewed every year	Maha Metro should consider Performance Bank Guarantee only for 5 years from COD	The Performance Bank Guarantee (PBG) initially shall be valid for minimum period of 10 years plus 3 months from date of issue of Letter of Acceptance. Thereafter, for entire PPA period the PBG shall be provided in accordance with table below: 1. Rs. 10 Lakhs:- Valid for 5 years from the date of commissioning, renewable ever five year for total 10 years thereafter as per point No. 2 below 2. Rs. 5 Lakhs:- Till PPA is inforce, to be renewed every year Please refer to addendum. Refer to Addendum

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22	Clause 3.4.1 viii)	Tenderer (any member in case of JV/consortium) must not have paid liquidated damages of 10% (or more) of the contract value in a contract due to delay or penalty of 10% (or more) of the contract value due to any other reason during last five years. The tenderer should submit undertaking to this effect in Format-16.	Maha Metro may consider waiver of this condition.	Accepted. Refer to Addendum
23	3.4.3.b P-8	Profitability: The bidder should be a profit making entity in at least 2 years out of the last 5 years viz., FY - 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18 for individual bidder and for every substantial partner In Case of JV/CONSORTIUM.	Please remove or made this point optional. Reason: A single plant usually takes more than 8 years to start generating profit. Thus, for a growing company it will take time to reflect the same on their financial statement.	Tender condition prevails.
24	3.17.8 P-25	The Performance Bank Guarantee (PBG) initially shall be valid for minimum period of 10 years plus 3 months from date of issue of Letter of Acceptance. Thereafter, for entire PPA period the PBG shall be provided in accordance with table below: 1. Rs. 10 Lakhs:- Valid for 5 years from the date of commissioning, renewable ever five year for total 10 years thereafter as per point No. 2 below 2. Rs. 8.5 Lakhs:- Till PPA is inforce, to be renewed every year	The PBG is usually taken for upto 5 years to ensure generation guarantee. The reference can be taken from SECI as well.	Please refer clarification at Sr. No. 21 above.
25	6.8 P-66	Subsidy Disbursement	Please share the incentives structure at the earliest so that we can consider the same in the costing of the project.	As far as amount of subsidy is concerned it will be declared by SECI. Currently it is INR 16,250/- per kWp as per MNRE letter no 03/88/2015-16/GCRT dated 30.03.2017. Please also refer clause 6.8.3 at Page No.66 of the tender document. Further, the developers should follow all the guidelines for becoming eligible for the subsidy/incentives as per various Guidelines of MNRE.
26	Key Details, Pg No. 02 of 196	Execution Period: 26 Weeks (Twenty Six) Weeks (including Monsoon Period) from the date of issue of LOA	Request to please consider 6 months (26 Weeks) from the date of signing of PPA	Please refer clarification at Sr. No. 13 above.
27	Clause 2.2 (ii), Page No. 10 of 196	If the developer fails to complete the work of installation in stipulated time, the MAHA-METRO reserves the right to reduce the allotment by extent of uncompleted portion and allot it to any of the developer selected by MAHAMETRO.	There should be some cure period provided (viz. 30 days) and if the developer can not commission the project after awarding cure period, then the Maha-Metro should award the uncompleted portion of work to the L2 of this tender	Tender Condition prevails.
28	Clause 3.5; Page No. 17 of 196	INCORPORATION OF A PROJECT COMPANY	Whether incorporation of Project Company is allowed because clause no. 3.5.1 is deleted. Also Request to please amend the Lock in period of 25 Years. We suggest to consider the Lock in Period of Maximum 2 Years	Incorporation of a project company is allowed. The clause 3.5.1 should be read as- "In case the Bidder wishes to incorporate a Project Company, in such a case Bidder if selected as a Successful Bidder shall incorporate a Project Company. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company." As far as reference to Lock in period is concerned the suggestion of reducing the Lock in period to 2 year is not accepted. Further, clause 3.5.2 is amended as below- "In case of a single bidder, the project company shall be 100% owned, fully subsidiary company. However, the single bidder company is allowed to reduce its share upto 51% after a period of 10 years In case of JV, they may form a SPV, fully owned by the JV partners in the ratio of initial share holding pattern. Further, after a period of 10 years the partners shall be allowed to change their respective shareholding subject to the condition that one of the original JV partner shall always retain a minimum shareholding of 51%. Refer to Addendum

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29	Section III: GCC; Clause No. 3.25; Page No. 53 of 196	The developer (i.e. selected bidder) is responsible for remedying any damage in the roof at the time of installation of Solar Power System and for the whole O&M period (25 Years). To ensure the damages are rectified/made good a third party inspection jointly with power producer and power purchaser will be conducted annually. The developer should immediately take necessary action to repair any damage to the roofs. MAHA-METRO may impose suitable penalty for the delay caused to resolve the issue.	The Procurer shall be responsible for any damage/Leakage in the roof before installation of Solar System and the same shall be rectified by the Procurer itself.	Accepted. A damage/leak free roof will be provided to the developer. However, the developers may please note the load bearing capacity of the roofs- Each station roof (GI shade) structure is designed with 30kg/sq.m as load of solar panel (dead load) and 75kg/sq.m as Live load. Any damage to the roof during Installation & commissioning and later O&M period will have to be rectified by the bidder/ power producer
30	Section III: GCC; Clause No. 3.30; Page No. 55 of 196	CANCELLATION OF SUBSIDY	Request to please provide us the complete Subsidy details. Also, we request Maha Metro to please share us the Sanction approval of subsidy provided to them.	Refer to clarification to item no. 25 above. Please refer clause 6.8 at Page-66 of the tender document.
31	Section III: GCC; Clause No. 3.30; Page No. 55 of 196	Maha-Metro will not release the subsidy/Incentive for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also the performance related subsidy/Incentive will not be released in case CUF falls below 15% during O&M period of 2 years.	Please clarify if CUF shall be after consideration of subsequent module degradation?	Please refer schedule-IV (which has been amended, refer addendum) of the PPA. The minimum guaranteed generation values are after module degradation only.
32	Clause No. 8.1; Page No. 68 of 196	The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the project within 6 months from the date of issue of sanction letter.	Please clarify if the timelines for execution of Project is 6 months from the issue of Sanction Letter or LOA?	Please refer clarification at Sr. No. 13 above.
33	PPA; Clause No. 14.1; Page no. 159 of 196	Assignment Clause	Request to please allow the Assignment in favour of Lenders without any consent of Power Purchaser.	PPA Clause 14.1 has been amended. Please refer to addendum.
34	Section-V, 17	The combined wattage of all inverters should not be less than rated capacity of power plant under STC (Standard test conditions).	Can we do overloading of inverter within the specified range mentioned by the manufacturer	Please refer clarification at Sr. No. 9 above.
35	Section-V 26	For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multistranded flexible copper cables shall be used; Outdoor AC cables shall have a UVstabilized outer sheath.	Can we use aluminium cable keeping the voltage drop to 2 %	Please refer clarification at Sr. No. 8 above.
36	PPA		Will any AAI clearance be required? If yes whose responsibility will it be? Please clarify.	If required it shall be within the scope of Maha Metro. However required data or analysis if any, should be provided by the developer.
37	Solar Room		Solar room is provided in every station where we can keep our equipment's. Request to please provide the size of the Rooms	A storage space for O&M equipment will be provided at one or two stations only.
38	Shaft from the roof		The shaft is running from the roof to the room. Request to Please share the drawing showing the same	The bidders may visit the station for further details.
39	SLD		Please share the SLD of stations and location of the solar room in the stations	Required Drawings are provided in Annexure C
40	Track Wall		Please clarify the space allotted for the trackwall	The track walls of length 400 m each has been considered on both East and West side of the corridor, near the Airport South Metro Station.
41	Cable tray		Please confirm if any extra cable tray to carry the solar cables to the evacuation point is available	A dedicated tray for solar cable is not provided, however, the developer may use the existing cable tray subject to availability of space.
42	Track wall		Please provide a drawing showing the elevation part of the track between the proposed location	The track wall drawing is shared in the tender document itself (Page 195). However, The bidders are suggested to visit the site for more details.
43	Track wall		Please clarify if Maha Metro has identified any location for the interconnection point?	All cables from Solar Panels on the track walls are required to terminate on MDB panel inside ASS room of Airport South Metro station.
44	Track Wall		As there would be movement of metro along the line there is possibility of excessive air pressure. Please share the columns section drawing so we could do the stability analysis	Wind load analysis is to be done as per relevant IS.
45	Track Wall		The electrical poles present on the track will be creating the shadow please share the drawings for these so we can make out how much area we need to avoid.	It is suggested that bidder may carry out site survey for the purpose.

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46	Miscellaneous P-87	Miscellaneous arrangements, such as ladder for access to the roof (if not already available), water connection at the nearest point available etc. shall be in the scope of the selected developer	Miscellaneous arrangements, such as ladder for access to the roof (if not already available), water connection at the nearest point available etc. shall be in the scope of the selected developer. At how many places ladder is not available . Will monkey ladder would be sufficient? water connection point near to the plant must be provided by NMRCL at site.	Ladders are to be arranged by developers during installation stage. They may make use of any ladder or scaffold which other contractors may be employing with mutual consent. During O&M, permanent ladders of some type (monkey ladder included) would become available. For water please refer to clarification for item at Sr. No. 7 above.
47	Miscellaneous P-87	The following type of land transport shall be provided from the date of LoA till commissioning of the project. One Saloon car of type and colour approved by the employer and having an engine capacity of at least 1200 CC.....	Please advise why One Saloon car of type and colour approved by the employer and having an engine capacity of at least 1200 CC is required?.	The car is required during instalation, testing and commissioning phase for movement of personnel/goods to the sites. <u>Details of the car : Equivalent to Maruti Swift Desire</u>
48	General		Please clarify if the construction of the suggested metro stations has been done. If Yes then, please suggest us the time of construction. Will there be any limitations to the time of construction/erection	The metro stations are in advanced stage of construction and expected to be operational in 2019. However, developers are advised to visit the respective station site for further details.
49	General		We request Maha Metro to please provide us the storage space nearby the sites	The power producers have to identify the storage space at respective station premises. However, Maha-Metro can provide storage space in its Depot (Hingna depot) area. In Reach-1, the material can be stored near Airport South station. Security and other risks are with the developer.
50	4.1 d) P-136	The Delivery Point shall be where the Main Metering System is located	The interconnection point with the DISCOM network should be clarified for each metro station.	The connection of Solar PV network will be with the LT network of metro at respective station/sites. Please refer clarification at point no 15 above. The interconnection of combined Metro system with Discom is at 33 kV at the two traction sub-stations located at Mihan & Hingna Depot..
51	Net-metering		If Net Metering has to be done other than mentioned two metring points specified in the RFS then please clarify the role of Bidder and Maha Metro?	The net-metering at other than these two points may not be required, however, if required the bi-directional meter will be purchased and installed by Maha-Metro and liasoning work for net-metering approval shall be in the scope of the developer.
52	Solar Photovoltaic modules-14.1.1. P-72	Solar PV offset boxes must be used to mitigate effect of PID on Solar PV modules.	The PV modules provided will be PID free, making the use of the offset box optional. Please confirm	Please refer clarification at Sr. No. 9 above.
53	Definition-14.1.2@, P-73	Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.	The PV Modules are not equipped with Surge protection device (SPD'S), this protection is part of the inverter	Noted.
54	Junction Boxes-14 P-75	The junction boxes are to be provided in the PV array for termination of connecting cables....	Any kind of requirement for protection devices are in-built in the grid tied inverters thereby making the use/requirement of Junction boxes optional. Please confirm	Please refer clarification at Sr. No. 9 above.
55	DC-Distribution Board (DCDB)-15 P-76	DCDB shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.	Any kind of requirement for protection devices are in-built in the grid tied inverters thereby making the use/requirement of Junction boxes optional. Please confirm	Please refer clarification at Sr. No. 9 above.
56	PCU/Array Size Ratio-17 (a) P-77	The combined wattage of all inverters should not be less than rated capacity of power plant under STC (Standard test conditions).	As a standard practice and also as recommended by the inverter manufacturer's, AC to DC ratio can be maintained upto 80% for the efficiency maximization	Please refer clarification at Sr. No. 9 above.
57	PCU/Inverter-18(D) P-78	Built-in meter and data logger to monitor plant performance through external computer shall be provided.	For each plant , an Online Monitoring shall be provided, We request you to please kindly eliminate requirement of a computer.	Agreed. However, the devloper have to provide the digital signals of generation details for the Maha-Metro SCADA/BMS system.
58	Data Acquisition system/Plant Monitoring-20(ii) P-79	Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.	Online monitoring shall be provided for data acquisition & logging for each plant. Thus a separate PC will not be required. One Computer can be provided at any one of the location as suggested for CEL serving as a central monitoring system, We request you to please kindly allow this.	Accepted
59	Data Acquisition system/Plant Monitoring-20(iii-iv) P-79	Solar Irradiance: An integrating Pyranometer (Class II or better, along with calibration certificate) provided, with the sensor mounted in the plane of the array readout integrated with data logging system. Temperature: Temperature probes for recording the Solar panel temperature and ambient temperature to be provided complete with readouts integrated with the data logging system	Radiation sensor and ambient temperature sensor will be provided for radiation measurement and temperature sensors shall be provided at one site in each city. Kindly allow.	Accepted

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60	Data Acquisition system/Plant Monitoring-20(viii) P-80	Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.	Since Array Level current monitoring will be provided and self-sufficient for the requirement, String current monitoring shall not be mandatory. We request you to kindly allow this	Agreed.
61	Cables-26(X) P-85	i. For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multistranded flexible copper cables shall be used; Outdoor AC cables shall have a UVstabilized outer sheath.	We request you to kindly allow Aluminium cable on the AC Side	Please refer to clarification at Sr. No. 8 above.
62	PLANT PERFORMANCE EVALUATION-3.27 P-55	...Minimum CUF of 15% should be maintained for total 25 years with corresponding degradation....	As all locations are not true south facing, CUF could be capped at 13 to 14%. Kindly allow	Clause 3.27 & 3.30 have been amended. Refer to addendum
63	Track Wall		There exist a separate capacity that has to be installed on the boundary wall. Structure for the same has been attached in the Tender Document as well. But In whose scope is the Structure Cost/Construction.	The structure as provided in the drawing has already been constructed on the track walls by Maha-Metro. The bidders are advised to visit the site. Installation of Solar PV over these steel structures shall be in the scope of bidders.
64	Track Wall		The conceptual module arrangement for boundary wall, depicts the placement of modules above the boundary fencing thereby making the fencing un-useful.	Noted.
65	14.1 Assignment & Novation P-159	Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party ("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.	Kindly amend the clause as follows: Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party ("Assignment") without the consent of the Power Purchaser. In the event of such assignment, the Purchaser will not hold the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract unless the party elect to assume the Company's obligations under the Power Purchase Agreement or the exercise of rights or remedies under the Financing Documents or otherwise. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser, if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.	PPA Clause 14.1 has been amended. Please refer to addendum.
66	3.26 Net Metering and Grid connectivity P-53	Approvals from relevant discom for connectivity lies with Bidder	Although the bidirectional meters are installed but the relevant approval is in the scope of bidder. As per MERC order (attached), page no 9, Net Metering in RESCO mode is not possible as eligible consumer should own the system or leased by developer to consumer. Although we have done net metering in Mumbai but as per regulatory its not allowed We can ask consumer whether they can go for captive if net metering not allowed as they might be having sufficient load. Captive rules applicable and their acceptability.	Please refer clause 6.1 'Purchaser Requirement' of the PPA
67	3.27 PLANT PERFORMANCE EVALUATION P-54	Maha-Metro will not release the subsidy/incentive for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also the performance related subsidy/incentive will not be released in case CUF falls below 15% during O&M period of 2 years.	Penalty to levied on CUF less than 13%	Clause 3.27 & 3.30 have been amended. Refer to addendum

Tender No. N1EG-13/2018 Corrigendum-II, Part-I (Clarifications)

Sr. No	Clause No.	Existing Clause	Query	Maha-Metro Clarification
68	3.25 Operation and maintenance P-53	The bidder shall be responsible for operation and maintenance of the Solar PV systems for a period of 25 years during which MAHA-METRO will monitor the project for effective performance in line with conditions specified elsewhere in the bid document.....	Kindly amend the clause as follows: The developer (i.e. selected bidder) is responsible for remedying any damage in the roof at the time of installation of Solar Power System and for the whole O&M period (25 Years) subject only if the damages in roof occurred because of O&M activities or Solar Power System. To ensure the damages are rectified/made good a third party inspection jointly with power producer and power purchaser will be conducted annually	Accepted.
69	8.3(j) Purchaser's Covenants P-151	Water – Power Producer will be responsible for arranging water as per the requirements of the Power Producer, for periodic cleaning of the solar panels. Power Purchaser may provide Raw Water as per availability	Kindly amend the clause as follows: Water – Power Producer shall arrange water, as per the requirements of the Power Producer, for periodic cleaning of the solar panels. The Raw Water connection point may be provided by Power Purchaser at site as available. Power Producer obtains water by providing and laying pipes etc, from nearest water connection point made available.	Please refer to clarification for item at Sr. No. 7 above.
70	Site Detail P-196	Solar PV on track walls	Kindly provide clarity on it: The 250 kW installation at grade section track walls whose design is given at Pg No 196 is referred to non standardized structure design. Hence, bid only for the standard rooftop installation of 1350 kW if that's possible	Tender condition prevails.
71	Commissioning period P-2,68,69	Commissioning period is written as 26 (52) weeks and 6 Months from LoA/ Sanction letter or from handover of site	Kindly clarify the Execution Timelines.	Please refer clarification at Sr. No. 13 above.
72	PBG, P-25	The Performance Bank Guarantee (PBG) initially shall be valid for minimum period of 10 years plus 3 months from date of issue of Letter of Acceptance. Thereafter, for entire PPA period the PBG shall be provided in accordance with table below: 1. Rs. 10 Lakhs:- Valid for 5 years from the date of commissioning, renewable ever five year for total 10 years thereafter as per point No. 2 below 2. Rs. 8.5 Lakhs:- Till PPA is inforce, to be renewed every year	We request to limit the tenure of PBG till the release of subsidy which is a reasonable time frame to evaluate the performance of the project. To assure the minimum generation we already have a penalty clause which covers the risk. Such long duration of PBG also affect company's BG limits	Please refer clarification at Sr. No. 21 above.
73	6.2.2 b) P-63	Since the maximum allowable Levellised tariff is Rs 4.00 /kWh, so bids above the Levellised maximum allowable price shall also be rejected.	Please confirm the methodology to drive the levellised tariff	Please refer Format-C 'Price Bid for RESCO Model', Page No-192 of tender document
74	Site Detail, P-194		Request you to provide the capacity of the mentioned Stations/Sites	Please refer section-IX of tender document. The bidders have to maximise the Solar PV capacity.
75	Cl 3.5.2, pg no. 17	The aggregate equity share holding of the Successful Bidder, in proportion to their percentage participation in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of Twenty Five (25) years from the date of commissioning of the installed Capacity of the Project.	We request you to kindly allow change in equity shareholding of successful bidder in project company after 2 years from project commissioning.	Please refer clarification at Sr. No. 28 above.
76	Cl 3.3, pg no. 12:	Financial data for latest last five audited financial years (FY 2013-14 to FY 2017- 18 or Calendar year 2013 to 2017 as the case may be) has to be submitted by the tenderer in Format -7 and Format-12 along with audited balance sheets	Request you to kindly allow financial data for latest last 3 audited financial years rather than 5 years	Tender condition prevails
77	Annexure II-A Bid Data Sheet, E. P-31	Sub-contracting shall be generally limited to 50% of the awarded price of the work, excluding the cost of design, if any. The terms and conditions of subcontracts and the payments that have to be made to the Subcontractors shall be the sole responsibility of the Contractor. For sub-contracts exceeding Rs 5 million, it will be obligatory for the Contractor to obtain a "No-Objection" from the Engineer/ Employer. The credentials of the Sub-contractor and Vendor need approval of employer. The Contractor shall certify that the cumulative value of the subcontracts (including those up to Rs. 5 million each) awarded is within the aforesaid 50% limit.	We request you to kindly allow sub-contracting upto 70% of awarded price of work.	Tender Condition prevails

Tender No. N1EG-13/2018 Corrigendum-II, Part-I (Clarifications)

Sr. No	Clause No.	Existing Clause	Query	Maha-Metro Clarification
78	CI 6.8.2 of GCC, pg no. 66:	Maha-Metro has applied for the subsidy/incentives from MNRE/SECI. The request for subsidy/incentive is sent and awaiting for sanction from MNRE.	Kindly confirm the subsidy applicable for the tender as the same is to be considered in tariff by bidders. We would request you to extend the bid submission date till the approval for subsidy from MNRE/SECI is received to Maha-metro.	In case subsidy does not come through (or provided partially), the offered unit price shall be escalated by 15% or a part thereof based on the fraction by which the subsidy disbursed falls short of the current rate of Rs.16250/- per KWp (vide MNRE lettr no. 03/88/2015-16/GCRT dated 30.03.2017). The format for Price bid for RESCO model, Section VIII, Format C has been amended. Refer to Addendum
79	CI 9.1 of GCC, pg no. 69:	Commissioning period is written as 26 (52) weeks and 6 Months from LoA/ Sanction letter or from handover of site	Kindly confirm the scheduled commissioning date, is it 52 weeks or 26 weeks from issue of sanction letter? Also, kindly allow completion period from site handover rather than LOA date.	Please refer clarification at Sr. No. 13 above.
80	CI 20.B.i: P-81	Radiation & Temperature sensors	Kindly confirm whether radiation sensor and temperature sensor are required at each station or only 1 radiation & temperature sensor for complete project	Please refer clarification at Sr. No. 59 above.
81	CI 26.vii: P-83	i. For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multistranded flexible copper cables shall be used; Outdoor AC cables shall have a UVstabilized outer sheath.	We request you to kindly allow aluminium cables, the same was allowed by DMRC in its solar tender	Please refer clarification at Sr. No. 8 above.
82	CI 37.b: P-87	The following type of land transport shall be provided from the date of LoA till commissioning of the project. One Saloon car of type and colour approved by the employer and having an engine capacity of at least 1200 CC.....	Kindly provide the reason for Saloon car? Also, provide details of car.	The car is required during instalation, testing and commissioning phase for movement of personnel to the sites. Details of the car :Equivalent to Maruti Swift Desire
83	General: Site details	Drawings	We request you to kindly provide Electrical layouts (SLD) & Civil drawings of all the sites to allow us to analyses the sites more briefly and hence bid effectively. Also, kindly provide the length of cable required at each site from inverter to termination point.	Drawings are attached in the annexure C The length of cable required can be assessed by the bidders through site survey.
84	CI 3.3.b of PPA: P-135	The Power Producer has determined that there are easements, Capacity Cost Recovery (CCRs) or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any	Kindly elaborate Capacity Cost Recovery (CCRs)?	Clause 3.3 (b) of PPA, is amended. Please refer addendum.
85	General		Kindly allow Cables, ACCB & Associate circuits to be designed at 80% of DC Capacity	Please refer clarification at Sr. No. 9 above.
86	General: water supply and construction power	Water – Power Producer will be responsible for arranging water as per the requirements of the Power Producer, for periodic cleaning of the solar panels. Power Purchaser may provide Raw Water as per availability.	Request mahametrorail to provide auxiliary power & water supply to contractors during I&C phase.	Please refer to clarification for item at Sr. No. 7 above.
87	General: Evacuation point		Kindly confirm whether evacuation point of each station is within 150 mtr of station premise.	All the evacuation points (incomer of LT Panels) are located in the ASS room of respective stations.
88	General: Time duration for execution		Kindly confirm the time duration which will be provided for execution. How planning will be done for execution? Whether power block be provided on day-to-day basis or continuous power block be provided?	Please refer clarification at Sr. No. 13 above regarding completion period. As far as duration (working hours) is concerned the developer can work round the clock provided relevant safety precautions are taken related to traffic or night time working. We expect that the work of Solar PV would largely be over before the traction lines are charged or train operation (trial or revenue) start. However in the event of such an eventuality Maha-Metro shall facilitate grant of required Permit to Work.
89	General: Track walls		Kindly provide the evacuation point for track walls. Is track wall of 0.8km is continuous or in parts? Kindly provide the inverter position and capacity for track walls.	Please refer clarification at Sr. No. 40 and 43 above. Preliminarily track wall length of 800m is considered. Installation of 250kWp Solar PV system is targeted.
90	General: CUF of 15%	...Minimum CUF of 15% should be maintained for total 25 years with corresponding degradation....	Since roof/sheds are not true south facing, therefore CUF of 15% is not possible to achieve. Therefore, we would request to kindly allow CUF of 13%.	Clause 3.27 & 3.30 have been amended. Refer to adendum
91	General: Commercial Operation Date (COD)		Kindly allow commissioning and COD of project station wise.	Please refer clarification at Sr. No. 13 above.
92	Bid submission date		We request you to kindly provide a date for detailed survey of each stations & track walls along with official of Maha-metro. We would also request you to kindly extend the Bid deadline by at least 15 days i.e. 16th Nov, 2018	You may visit the sites on any working day. For date extension please refer clarification at Sr. No. 1 above.
93	General		Request to please share the Standing Seam Structure	It is advised to visit the sites of comissioned stations for all the details.
94		Water – Power Producer will be responsible for arranging water as per the requirements of the Power Producer, for periodic cleaning of the solar panels. Power Purchaser may provide Raw Water as per availability.	Please get us the clarity on Water & Storage Availability	Please refer clarification at Sr. No. 7 & 49 above.

Tender No. N1EG-13/2018 Corrigendum-II, Part-I (Clarifications)

Sr. No	Clause No.	Existing Clause	Query	Maha-Metro Clarification
95	General		Clarity on AAI Clearance for Metro Stations near by Airport (Number of Metro Stations?)	Please refer clarification at Sr. No. 36 above.
96	General		We would suggest to go ahead with the Projects on Progressive wise.	Please refer clarification at Sr. No. 13 above.
97	General		In lieu of the above, we request to please extend the bid due date by 1 Month so that all the clarities can be made beforehand and we can submit the bid without any confusion	Please refer clarification at Sr. No. 1 above.
98	3.5.1, P-17	Deleted	Successful bidder should be allowed to incorporate a Project Company/Special Purpose Vehicle (SPV) similar to the provision in Clause 3.3.4.1 of SECI RFS No: SECI/C&P/MNRE/1000 MW RT/IND/122016 dated 9.12.2016	Please refer clarification at Sr. No. 28 above.
99	3.5.2, P-17	The aggregate equity share holding of the Successful Bidder, in proportion to their percentage participation in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of Twenty Five (25) years from the date of commissioning of the installed Capacity of the Project	We request the time period in this Clause should be Five (5) years in-line with provisions in SECI RFS instead of 25 years	Please refer clarification at Sr. No. 28 above
100	3.12.1, P-21	Bid shall be valid for period of 120 days	Clause 20 on Page 35 of RFP mentions Bid validity shall be 180 days. Kindly clarify the correct bid validity period	Bid shall be valid for period of 120 days. Clause 20 (page 35) is suitably amended. Refer to Addendum
101	3.17.8, P-25	The Performance Bank Guarantee (PBG) initially shall be valid for minimum period of 10 years plus 3 months from date of issue of Letter of Acceptance. Thereafter, for entire PPA period the PBG shall be provided in accordance with table below: 1. Rs. 10 Lakhs:- Valid for 5 years from the date of commissioning, renewable ever five year for total 10 years thereafter as per point No. 2 below 2. Rs. 8.5 Lakhs:- Till PPA is inforce, to be renewed every year	We request MMRCL to kindly clarify the PBG amount and schedule clearly. The Project Value is considered to depreciate by 4% per annum for 25 years as per MNRE PPA draft (the same is followed in SECI PPA). We suggest that PBG amount should also decrease every year by 4% since the asset is also depreciating by 4% per annum over the 25 year duration	Please refer clarification at Sr. No.21 above
102	1.4, P-28	Annexure II A – Bid data sheet (Introduction) Successful bidder has to establish its co-ordination office at Nagpur if it does not have at present	We are headquartered in Mumbai and additionally has its office in Pune. Considering that we already have two offices in Maharashtra, we request MMRCL to exempt this condition as proposed. For the purpose of smooth co-ordination and timely response throughout the duration of the PPA, we can appoint one local personnel with local contact number to respond to MMRCL.	Agreed. Please refer clarification at point No. 3 Above.
103	9.1, P-69	Time of Completion of Sanctioned Capacity. The Bidder shall complete. the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of sanctioned project(s) 52 Weeks from the date of issue of sanction letter(s) or availability of site whichever is later.	The time of completion should be 26 weeks from the date of handover of each site to Successful bidder in writing. Considering that there are multiple sites spread across the city, each site is likely to be ready at a different time, we request that MMRCL shall handover sites progressively to the bidder. Hence, completion of project (commissioning) should be linked to handover of last site. We also request MMRCL to clearly define site handover condition as follows: Site shall be considered ready to handover to successful bidder subject to following conditions being fulfilled: 1. Shadow free roof area is available for solar installation including tree trimming (if required) should be completed 2. Safe permanent access to the roof is available. 3. Electrical supply is available at site to carry out installation activities at the site. Electrical and civil/structural drawings & details are made available to successful bidder to avoid delay in drawing approval due to unavailability of such relevant documents from MMRCL.	Please refer clarification at Sr. No. 13 above.
104	6.8.2, P-66	The subsidy/incentives as applicable will be passed on to the successful bidder. The tariff quoted by the bidder should be inclusive of this subsidy/incentive. The bidder should follow the guidelines available from MNRE/SECI for availing the subsidy/incentives. Liaison work if any will be in the scope of bidder. However, MAHA-METRO may endorse /facilitate the successful bidder for availing the same	Since MMRCL has applied to MNRE for subsidy, the complete responsibility of obtaining the incentive/subsidy from MNRE shall lie with MMRCL. The successful bidder does not have any control over the disbursal process since disbursal will be made directly to MMRCL. Further, We request MMRCL to please confirm before bid submission, the effective incentive/subsidy amount applicable to this bid along with any service charges etc. if applicable. Kindly also confirm that the incentive/subsidy amount shall not change from bid submission up to the disbursal due to change in financial year or benchmark price set by MNRE or any such reason whatsoever.	Refer to Clarification of Item Sr No. 78 above.
105	31 a), P-86	Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.	Since this project is in RESCO model, MMRCL should allow bidder flexibility in make and equipment selection subject to compliance with all technical criteria set forth in your RFP. We request that bidder should be required to submit these documents at the time of Project Completion rather than bid submission stage as these details are likely to change as per timing of PPA signing.	Bidders shall have flexibility in make and equipment selection subject to compliance with all technical criteria set forth in the tender document. The bidder is only required to submit these documents at the time of Project approval (design, drawing, layout approval) stage

Tender No. N1EG-13/2018 Corrigendum-II, Part-I (Clarifications)

Sr. No	Clause No.	Existing Clause	Query	Maha-Metro Clarification
106	4.1 c) P-136	Power Producer may construct a System of smaller size if it receives only part approval of government subsidies or for any other material commercial reason, as mutually agreed between the Parties in writing. In the event a System of smaller capacity is eventually agreed to be installed, the clauses pertaining to Purchase Price as set out under this Agreement shall be adjusted proportionately as per mutual agreement between the Parties in writing	This clause should be modified to accommodate system of smaller or larger capacity. MMRCL allows 25% variation on the indicative capacities of each site (Clause 2.2). If final capacity after detailed engineering works out marginally more than the PPA capacity mentioned in this Clause 4.1 c) at the time of signing, then that additional capacity has to be a part of the PPA.	Please refer clarification at Sr. No. 11 above.
107	4.1 d) P-136	The Delivery Point shall be where the Main Metering System is located	This RFP involves multiple sites across the city therefore multiple solar generation meter points (at least one at each site). Considering this, we request MMRCL to please clarify and state clearly that Delivery Point for each site shall be MMRCL's LT panel at each site.	Please refer clarification at Sr. No. 15 above.
108	4.1 g) P-137	The Power Producer shall, within fifteen (15) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within 3 working days from the submission of the drawings the Power Producer agrees that it shall achieve the completion of the Project/ Commissioning of the Project within the scheduled completion period from the Effective Date ("_____")	Kindly consider that after signing of PPA (Effective Date) it will take at least 3-5 working days to get the required drawings from MMRCL and then it can take the Power Producer at least 20 working days to prepare shop drawings for such multiple roofs/sites. Hence we request MMRCL to modify this clause as follows: The Power Producer shall, within thirty (30) working days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). The drawings will have to be approved from the Power Purchaser within seven (7) working days from the submission of the drawings. Scheduled Completion Period should be linked to date of handover of each site and not to Effective Date as proposed in this clause. Considering that there are multiple sites spread across the city, each site is likely to be ready at a different time, we request that MMRCL shall handover sites progressively to the bidder. Hence, completion of project (commissioning) should be linked to handover of last site. Scheduled Completion Period shall be 26 weeks from the handover of last site to Bidder.	Please refer clarification at Sr. No. 13 above.
109	5.2 a) P-139	The Power producer shall install the Main Metering System with due certification for the measurement of electrical energy produced by the System	Kindly confirm that "Main Metering System" referred to in this clause is the solar generation meter installed at each site at Delivery Point. The JMR and monthly billing shall be done based on the readings of this solar generation meter.	Confirmed.
110	5.3 c) P-141	if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation)	Please confirm that the average in such case shall mean the average solar generation in past 30 days before the Disruption Period	The original tender clause is self explanatory.
111	8.3 j) P-151	Water – Power Producer will be responsible for arranging water as per the requirements of the Power Producer, for periodic cleaning of the solar panels. Power Purchaser may provide Raw Water as per availability	Power Producer should not be held responsible to arrange water at your premises. Purchaser owns each of the premises, Power Producer does not have the means to arrange water supply for cleaning at any of the sites. Kindly note that water supply is provided by Purchaser in all cases including projects under SECI subsidy scheme. Moreover, if Purchaser requires annual generation guarantee, soft water of required quality is a necessary condition to maintain the generation from the solar plant for the duration of the Agreement. MMRCL may please confirm that Power Purchaser shall provide soft water of less than 300 ppm TDS at 4-5 bar pressure at one point at the roof level at each roof free of charge for periodic operation and maintenance of the solar plant	Please refer to clarification for item at Sr. No. 7 and 17 above.
112	17.6, P-174	Entire Agreement	This clause is identical to Clause 17.13, so 17.16 can be deleted.	The clause 17.13 stands deleted. Refer to Addendum
113	Schedule III P-180	Purchase Price (in Rs. Crores)	Kindly confirm that the Purchase Price of the system shall depreciate at 4% per annum for 25 years.	Confirmed.

Tender No. N1EG-13/2018 Corrigendum-II, Part-I (Clarifications)

Sr. No	Clause No.	Existing Clause	Query	Maha-Metro Clarification
114	Schedule V, P 185	Government Approvals 2. To be obtained by Power Purchaser Any authorizations required of purchaser, including those required for installation of system at the premises. Power Purchaser will bear the cost of net meter only.	Purchaser shall bear all charges/costs related to any statutory charges, hardware, infrastructure changes required by DISCOM at any site for the termination of solar power at the Delivery Point and operation of solar plant for the duration of Agreement or net metering. Purchaser shall support with necessary documents/ applications as and when required for such approvals. Power Producer's scope shall be limited to liaison for approval only. MMRCL may kindly also clarify if glare analysis or any additional/non-standard criteria are required to be followed for installation on roofs around Nagpur Metro. If any approval/NOC is required from Airports Authority of India (AAI) for operation of rooftop solar plant at any of the sites, this shall be in scope of MMRCL We request MMRCL to kindly specify the same clearly to avoid any ambiguity after signing of PPA.	For issue of Net metering please refer to item Sr. No. 51. For clearances related to AAI please refer to item Sr. No. 36.
115		Site Working hours	Kindly clarify the duration of hours everyday during which Power Producer team will be allowed to carry out installation work at the site. Please clarify this for all scenarios before and after commercial operation of your Metro line has started	Please refer to clarification at Sr. No. 88 above.


G.M. (Document)
Maha Metro



Tender No. N1EG-13/2018 Corrigendum-II, Part-II (Adendums)

Sr. No.	Clause No. & Page No.	Existing Clause	Amended Clause
1	NIT, Page-2	Online submission up till 16.00 Hrs. on 29.10.2018 in MAHA-METRO's e-tender portal.	Online submission up till 12.00 Hrs. on 06.12.2018 in MAHA-METRO's e-tender portal.
2	17.13 of PPA, Page No. 174	This Agreement constitutes the entire agreement between the Parties hereto with respect of the subject matter of this Agreement and supersedes all prior agreements and undertakings; written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein. The Schedules annexed to this Agreement also form a part of this Agreement.	Deleted
3	Section-II, 3.17.8, Page No. 25	<p>The Performance Bank Guarantee (PBG) initially shall be valid for minimum period of 10 years plus 3 months from date of issue of Letter of Acceptance. Thereafter, for entire PPA period the PBG shall be provided in accordance with table below:</p> <p>1. Rs. 10 Lakhs:- Valid for 5 years from the date of commissioning, renewable ever five year for total 10 years thereafter as per point No. 2 below</p> <p>2. Rs. 8.5 Lakhs:- Till PPA is inforce, to be renewed every year</p>	<p>The Performance Bank Guarantee (PBG) initially shall be valid for minimum period of 10 years plus 3 months from date of issue of Letter of Acceptance. Thereafter, for entire PPA period the PBG shall be provided in accordance with table below:</p> <p>1. Rs. 10 Lakhs:- Valid for 5 years from the date of commissioning, renewable ever five year for total 10 years thereafter as per point No. 2 below</p> <p>2. Rs. 5 Lakhs:- Till PPA is inforce, to be renewed every year.</p>
4	3.4.1 Page No. 14	Tenderer (any member in case of JV/consortium) must not have paid liquidated damages of 10% (or more) of the contract value in a contract due to delay or penalty of 10% (or more) of the contract value due to any other reason during last five years. The tenderer should submit undertaking to this effect in Format-16.	Deleted
5	Clause 3.5; Page No. 17	<p>3.5.1 Deleted</p> <p>3.5.2 The aggregate equity share holding of the Successful Bidder, in proportion to their percentage participation in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of Twenty Five (25) years from the date of commissioning of the installed Capacity of the Project.</p>	<p>Incorporation of a project company is allowed. The clause 3.5.1 should be read as-</p> <p>"In case the Bidder wishes to incorporate a Project Company, in such a case Bidder if selected as a Successful Bidder shall incorporate a Project Company. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company."</p> <p>As far as reference to Lock in period is concerned the suggestion of reducing the Lock in period to 2 year is not accepted.</p> <p>Further, clause 3.5.2 is amended as below-</p> <p>"In case of a single bidder, the project company shall be 100% owned, fully subsidiary company. However, the single bidder company is allowed to reduce its share upto 51% after a period of 10 years</p> <p>In case of JV, they may form a SPV, fully owned by the JV partners in the ratio of initial share holding pattrn. Further, after a period of 10 years the partners shall be allowed to change their respective shareholding subject to the condition that one of the original JV partner shall always retain a minimum sharholding of 51%.</p>
6	14.1 of PPA, Page No. 159	<p>Assignment: Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other arty("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract. Further, in the event of assignment, the Purchaser agrees to make the payments due to the Power Producer under this agreement, directly to the assignee, upon receipt of such notice by the Power Producer. If the Power Producer were to sell the Solar Power Plant, then the new buyer(s) would need to abide by this Agreement. Further, the Power Producer reserves the right to assign whole or part of the assets to lenders/ leasing companies. Purchaser may assign its rights under this Agreement, without the prior consent of Power Producer, to an Affiliate or any successor in interest to Purchaser, whether by way of merger, reorganization or sale of assets (including any sale of a line of business). This Agreement shall insure to the benefit of and be binding upon Purchaser and its successors or assigns. However, any such actions as intended by the Power Producer under Article 14.1 and Article 14.2 shall be binding on Power Purchaser ,if there are zero material inconsistencies present in the contract provisions during the time of assignment/novation, else, it shall be construed as default in contract and appropriate actions shall be taken as deemed fit.</p>	<p>14.1 Assignment: Notwithstanding anything contained herein, the Power Producer has the right to assign all or any of its rights under this Agreement (including rights over any assets hereunder), to any third party including, though not restricted to any lender, equipment lessor or other party("Assignment"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. In the event of such assignment, the Purchaser will be able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract.</p>

Sr. No.	Clause No. & Page No.	Existing Clause	Amended Clause																								
7	14.2 of PPA, Page No. 160	Novation: The Parties agree and acknowledge that the Power Producer may intend to novate the Agreement to a party, and has the right to transfer any or all of its rights and obligations under this Agreement to a party or any other third party ("New Party"), with the consent of the Power Purchaser. The Power Purchaser shall not unreasonably withhold such consent. Upon Novation, the New Party shall automatically and without any further action be entitled to all the same rights and assume the same obligations, under this Agreement, as if it were originally a party to this Agreement. Further, the Purchaser hereby agrees and undertakes that, promptly upon receiving a request from the Power Producer, the Purchaser shall execute such further writings, deeds and/or agreements and take all such further actions as may be necessary for effecting or implementing the transfer of any or all of the Power Producer's rights and/or obligations under this Agreement to the New Party. If the parties agree to do Novation then separate Novation agreement shall be executed.	14.2: Deleted																								
8	6.8.2 of GCC, Page no. 66	Maha-Metro has applied for the subsidy/incentives from MNRE/SECI. The request for subsidy/incentive is sent and awaiting for sanction from MNRE. The subsidy/incentives as applicable will be passed on to the successful bidder. The tariff quoted by the bidder should be inclusive of this subsidy/incentive. The bidder should follow the guidelines available from MNRE/SECI for availing the subsidy/incentives. Liaison work if any will be in the scope of bidder. However, MAHA-METRO may endorse /facilitate the successful bidder for availing the same.	In case subsidy does not come through (or provided partially), the offered unit price shall be escalated by 15% or a part thereof, based on the fraction by which the subsidy disbursed falls short of the current rate of Rs.16250/- per kWp (vide MNRE lettr no. 03/88/2015-16/GCRT dated 30.03.2017). The format for Price bid for RESCO model, Section VIII, Format C has been amended. Refer to Addendum																								
9	20 Page No. 35	The bid validity period shall be 180 days	The bid validity period shall be 120 days																								
10	Section X Page No. 4	List of Document to be submitted was not available	Missing Section: 'Section X' added giving List of Document to be submitted. Refer Annexure A Below.																								
11	37, Page No. 38	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the Section-VII Format for submitting RFP	The Bidder has to furnish other Guarantees, Undertakings, and Warranties, in accordance with the provisions of the Section-VI Format for submitting RFP																								
12	38, Page No. 38	Failure of the successful Bidder to comply with the requirements of PPA Section-VIII (PPA) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.	Failure of the successful Bidder to comply with the requirements of PPA Section-VII (PPA) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.																								
13	12.1.1, Page No. 70	3. Format attached in Section-V Format-11.	Format attached in Section-VI Format-11.																								
14	Format B-1, Page No. 92	3. We have submitted our Price Bid strictly as per Section VII of this RFS, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).	3. We have submitted our Price Bid strictly as per Section VIII of this RFS, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).																								
15	Format-7, Page No 104	We certify that the Financially Evaluated Entity (ies) had an Annual Turnover and Net worth as specified in clause 3.4.3 of section I	We certify that the Financially Evaluated Entity (ies) had an Annual Turnover and Net worth as specified in clause 3.4.3 of section II																								
16	Format-B, Page No 191	To be submitted in a separate package as financial bid as per clause 3.10.1 (C) of Section-1	To be submitted in a separate package as financial bid as per clause 3.10 of Section-II																								
17	Section IX, Tentative roof area in Sq. m. Page No. 194	<table border="1"> <thead> <tr> <th>Station Name</th> <th>Shaded Area</th> <th>RCC area</th> <th>Total area</th> </tr> </thead> <tbody> <tr> <td>Airport</td> <td>1700</td> <td>800</td> <td>2500</td> </tr> <tr> <td>Jaiprakash Nagar</td> <td>800</td> <td>800</td> <td>1600</td> </tr> </tbody> </table>	Station Name	Shaded Area	RCC area	Total area	Airport	1700	800	2500	Jaiprakash Nagar	800	800	1600	<table border="1"> <thead> <tr> <th>Station Name</th> <th>Sheet Roofing Area</th> <th>RCC area</th> <th>Total area</th> </tr> </thead> <tbody> <tr> <td>Airport</td> <td>2800</td> <td>1370</td> <td>4170</td> </tr> <tr> <td>Jaiprakash Nagar</td> <td>1400</td> <td>3080</td> <td>4480</td> </tr> </tbody> </table>	Station Name	Sheet Roofing Area	RCC area	Total area	Airport	2800	1370	4170	Jaiprakash Nagar	1400	3080	4480
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18	3.27, Page No.54	<p>PLANT PERFORMANCE EVALUATION</p> <p>The successful bidder shall be required to meet minimum guaranteed generation with acceptable Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance. Minimum CUF of 15% should be maintained for total 25 years with corresponding degradation. The bidder should send the periodic plant output details to MAHA-METRO for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.</p>	<p>PLANT PERFORMANCE EVALUATION</p> <p>The successful bidder shall be required to meet minimum guaranteed generation with acceptable Performance at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. Maintenance of Minimum CUF shall be deemed to have been achieved based on the units generated per kWp installed capacity at any site as per the yearwise generation table given in Annexure-B.</p>																								
19	3.30, Page No.55	<p>CANCELLATION OF SUBSIDY</p> <p>Maha-Metro will not release the subsidy/Incentive for any shortcomings in commissioning as per technical specifications mentioned or for performance ratio (PR) below the specified limit (75%) after commissioning. Also the performance related subsidy/Incentive will not be released in case CUF falls below 15% during O&M period of 2 years</p>	<p>CANCELLATION OF SUBSIDY</p> <p>Maha-Metro will not release the subsidy/Incentive for any shortcomings in commissioning as per technical specifications mentioned or for per kWp annual generation falling below that stipulated in the yearwise generation table given in Annexure-B.</p>																								
20	3.3 (b) PPA P No 135	(b) The Power Producer has determined that there are easements, Capacity Cost Recovery (CCRs) or other liens or encumbrances that would materially impair or prevent the installation, operation, maintenance or removal of the System. If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)	(b) If any dispute arises before commercial operation date, the same shall be resolved under clause, 17.7 (c)																								

Sr. No.	Clause No. & Page No.	Existing Clause	Amended Clause
21	Clause 21, Annexure II A, Bid Data Sheet, Page No 35	The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in BDS / NIT partially by E-payment and partially by BG as specified in ITB 19.1 above.	The Bidder shall submit with his Bid, a Bid Security for the sum mentioned in NIT partially by BG as specified in Clause 3.16 of Section II.
22	Clause 22, Annexure II A, Bid Data Sheet, Page No 35	The bid security, as specified in Section-II BDS, Cl No. 19.1 can be submitted by JV/Consortium or lead member only on behalf of the JV/Consortium.	The bid security, as specified in Section-II, Clause No. 3.16 can be submitted by JV/Consortium or lead member only on behalf of the JV/Consortium.
23	Clause 20 (vii) Page No. 79	Energy meter along with CT/PT should be of 0.5 accuracy class.	Energy meter along with CT/PT should be of 0.5S accuracy class.
24	Schedule IV of PPA page No. 182	Minimum Guaranteed Generation figures	The new table captioned as "Minimum Guaranteed Generation per kWp per year" amended. Please refer Annexure B.
25	Page No. 183, PPA	Yearwise degradation	Degradtion should be max 10% total, at the end of 10 years and 20% total, at the end of 25 years. Please refer amendmend at Sr. No. 24 above.


G.M. (Procurement)
Maha Metro.



Tender No. N1EG-13/2018 Corrigendum-II

Annexure-A

Section X: List of Documents to be submitted

S.No.	Description	Section	Format Name	Attached (Yes/No)	Page No.
1.	General Information About Bidder	Section VI	Form- A		
2.	General Information About Bidder (JV/Consortium)	Section VI	Form- B		
3.	Covering letter	Section VI	Form B-1		
4.	Particulars Of Bidder	Section VI	Format-2		
5.	Format for Bid Security	Section VI	Format - 3		
6.	Format for Performance Bank Guarantee	Section VI	Format - 4		
7.	Checklist for Bank Guarantee	Section VI	Format - 5		
8.	Power of Attorney	Section VI	Format - 6		
9.	Financial Eligibility Criteria	Section VI	Format - 7		
10.	Certificate for Relationship with Parent Company	Section VI	Format - 8		
11.	Undertaking from Parent Company	Section VI	Format - 9		
12.	Work Experience	Section VI	Format - 10		
13.	Work Experience Certificate from Owner/ Beneficiary	Section VI	Format - 11		
14.	Finacial Data	Section VI	Format - 12		
15.	Consortium Agreement	Section VI	Format - 13		
16.	Undertaking for Corrupt and Fraudulant Practices	Section VI	Format - 14		
17.	Undertaking for not being banned in business	Section VI	Format - 15		
18.	Undertaking for not being penalised in a contract	Section VI	Format - 16		
19.	Undertaking for Financial Stability	Section VI	Format - 17		
20.	Undertaking for Downloaded Tender Document	Section VI	Format - 18		
21.	MOA & AOA for single entity and all members of consortium				

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Annexure-B

Minimum Guaranteed Generation per kWp per year.					
Year	Units	Year	Units	Year	Units
1	1226	10	1120	19	1055
2	1214	11	1113	20	1047
3	1202	12	1105	21	1040
4	1190	13	1098	22	1034
5	1178	14	1091	23	1027
6	1166	15	1083	24	1020
7	1155	16	1076	25	1013
8	1143	17	1069		
9	1132	18	1062		