

Tender No. N1EG-13/2018 Corrigendum X Part-I (Clarifications) Date: 18.02.2019				
Sr. No.	Clause No. & Page No.	Existing Clause	Query	Maha-Metro Clarification
1	Section II Clause 2.2 (iii)  Corrigendum II, Part II, Addendum Sr. No. 8	Tariff will be inclusive of subsidy/incentives available (if any).  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).	Nagpur Metro has stated that bidders must quote tariff considering subsidy as per Rs 16,250 per kW . Kindly note that this figure was 25% of the benchmark price of Rs 60,000 at the time of MNRE notification in 2017. After this MNRE has decreased the benchmark price of rooftop solar power plant to Rs 53,000 per kW vide its Notification No: 318/38/2018-GCRT dated 15 <sup>th</sup> June 2018. However the updated subsidy % is still not clarified or notified by MNRE or Nagpur Metro.	The referred clauses stands amended.  Please refer addendum Sr. No. 1
2	2. Bid Details P. 9,  List of Selected sites Corrigendum VII	1. Maha-Metro Station Rooftops 8 Nos.:- 1300 kWp (Airport Station rooftop will not be considered in this tender.) 2. Deleted.	Your Corrigendum VII states that Airport station is removed from list of sites. As per your Corrigendum II, Airport station was to accommodate around 150 kWp. So kindly clarify how the tender has been reduced from 1,600 kWp to 1,300 kWp instead of 1,600 kWp to 1,200 kWp.	The capacity of the tender stands amended as below-  The total capacity of the current tender is increased upto 1700 kWp. In addition to sites mentioned in the tender document including corrigendums, Maha-Metro may provide additional sites / station roofs to accommodate total solar PV installation upto 1700 kWp.
3	Section II Clause 2.2 (iii)  Corrigendum II, Part II, Addendum Sr. No. 8	Tariff will be inclusive of subsidy/incentives available (if any).  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.	We suggest that for us to submit competitive tariff, Maha-Metro should have clear approval of subsidy from MNRE.  In this regard, we request you to extend the bid submission till there is a clarity on sanctioning of subsidy.	Maha-Metro has received the subsidy/incentive sanction. Please refer clarification at Sr. No. 1 above.  Further, the bid submission deadline is being extended to 01.03.2019
4	PPA, Schedule II, Page 54-55 of 67	Following are the details of the tariff agreed between the parties. Purchase shall pay power producer for solar power at the rate equal to INR ___/kWh which is the levelized tariff as per Maharashtra Metro Rail Corporation Ltd., allocation. Year wise tariff is as follows;	Kindly clarify if the payment of monthly generation will be done at the levelized tariff or it will be done on year-wise tariff stream quoted for 25 years.	The evaluation of the bids submitted by the various bidders will be on levelised tariff calculated from the year-wise tariff stream quoted by the bidder. However, the payment for monthly generation will be based on quoted year-wise tariff.

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5	Corrigendum II, Part II, Addendum Sr. No. 8	<p>Tariff will be inclusive of subsidy/incentives available (if any).</p> <p>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. 6250/- per KWp (vide MNRE letter no. 03/88/2015-16/BCRT dated 30.03.2017). The format for Price bid for RESCO model, Section VIII, Format C has been amended</p>	<p>We would like to bring to your notice that the project viability at the rate to be quoted with subsidy, does not match the viability numbers without subsidy and increasing the Tariff @ 15% [As specified at the referred Sr. No. 78 of Corrigendum II].</p> <p>Request you to kindly revise the condition so that under both scenario, investors are at the same level of viability.</p>	Please refer clarification at Sr. No. 1 and 3 above.
6	Annexure II A, Bid Data Sheet 3 (iv), Page No. 29	Bid Security: Paid online through E-Tender portal payment gateway.	We will submit the Bid security of Rs 5 Lakh in the form of Bank Guarantee but, the tender document does not state under which name bid security to be issued. Thus we request you to please provide us the details for the same.	<p>a. Rs. 5 Lac shall be paid in the form of unconditioned bank guarantee issued by any Nationalized or Scheduled Commercial Bank of Indian origin or Scheduled commercial foreign bank having business office in India in the form of Bid Security</p> <p>A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of MAHA-METRO at address specified in Bidding Documents, within 03 (Three) working days from the time and last date scheduled for handing over the Bidding Documents (online).</p> <p>If the Bidder fails to submit the scanned copy at the aforesaid above or fails to submit the original bank guarantee, his bid shall not be considered for opening &amp; shall be rejected outright.</p> <p>* Bankers Detail of Employer (MAHA-METRO) for issuance of Bank Guarantee as per Structured Finance Messaging System (SFMS).</p> <p>Bank Name: ICICI Bank  Branch with Address: ICICI Bank Ltd. Commercial Banking, 9C/A &amp; 9C/B, Ground Floor, Shriram Tower, Near LIC Chowk Nagpur-440001 (India)  Bank Account Name: MAHARASHTRA METRO RAIL CORPORATION LTD.  Bank Account No.: 005905017306  Bank Account Type: Current Account  IFSC Code: ICICI0000059  MICR Code: 440229002</p>





7	3.10 Bidding Process, Page No. 20  3.14 Bidding Methodology, iii	ii. Only 'Tender Security' and 'Cost of Tender Document' shall be submitted in originals (in physical form) as described below. 1) The tenderer shall pay the 'Cost of Tender Documents' online through E-tender portal of MAHA-METRO as directed in NIT & Annexure-II-A, Tool Kit for using E-Tender Portal 2) The tenderer shall pay the 'BID Security' online through E-tender portal of MAHA-METRO as directed in NIT & Annexure-II-B, Tool Kit for using E-Tender Portal.  iii) MAHA-METRO will not receive any 'Tender Security' and 'Cost of Tender Document and "Tender" sent by post / courier.	The tender document state that only "Tender security" and "Cost of tender documents" must be submitted in physical format to MAHA-METRO office. But, as per tender documents page no 15 point no (iii), documents sent by courier/Post will not be considered. Therefore, we request you to please clarify the medium by which we can deliver the above mentioned documents.	1) Cost of tender documents should be paid online through e-tendering portal only.  2) For tender Security/Bid security/EMD, please refer clarification at Sr. No. 6 above.
8	Format B-1, 8) Page No. 94	8. We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Securitys) Envelope-II (Techno-Commercial documents) and Envelope III (Price Bids) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFS for your consideration.	In Format B-1 the description 8 reads as follows "We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Securitys) Envelope-II (Techno-Commercial documents) and Envelope III (Price Bids) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFS for your consideration."  Should we submit the hard copy of processing fee and Bid security alone or all the documents including the Techno-Commercial package.	Only BG as clarified at Sr. No. 6 above is to be submitted in physical. All the other documents are to be submitted online through e-tendering portal.
9	Format -2 of General Particulars of Biddeer, P-95	In Format -2 of General Particulars of Bidder the last field reads as below "Details of the Ownership structure(Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as Below"	It has been mentioned "Format as below" but the format doesnt exist can we give a table of our own.	Format A Attached as annexure A
10	3.4.2 (a), Page 15	The Bidder as a sole entity should have total installed and commissioned (i). Grid connected Solar PV Project (Roof Top and/or Ground Mount) of minimum 800 kWp (Cumulative Capacity) during last 10 years ending 31.03.2018 And One single Ground Mount / Rooftop Solar PV Project of minimum 100 kWp in the last 10 years ending 31.03.2018.	We request you to kindly accept the projects which have been installed and commissioned until the Bid Deadline as standardly considered in similar central and state government tenders instead of just till 31.03.2018.	The clause is amended as- "The Bidder as a sole entity should have total installed and commissioned (i). Grid connected Solar PV Project (Roof Top and/or Ground Mount) of minimum 800 kWp (Cumulative Capacity) during last 10 years ending 31.12.2018 And One single Ground Mount / Rooftop Solar PV Project of minimum 100 kWp in the last 10 years ending 31.12.2018."
11	3.4.3 (i), 16	The Average Annual Turnover in last 5 financial years should not be less than Rs. 17 .00 Crores Only (Rs. Seventeen Crores Only ).	We request you to either waive these or allow the bidders to use the current financial year turnover and profits duly certified by a Chartered accountant instead of 5 yrs	The clause amended as- The Average Annual Turnover in last 5 financial years should not be less than Rs. 8.5 Crores Only (Rs. Eight Crores Fifty Lakhs Only ).



12	3.4.3 (b), 16	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.	We request you to either waive these or allow the bidders to use the current financial year turnover and profits duly certified by a Chartered Accountant instead of 5 yrs	This condition has already been waived, please refer earlier corrigendum III, part II (addendum).
13	3.4.3 (c), 16	The available Bid Capacity of the Bidder should not be less than Rs. 8.5 Crores. Available Bid Capacity= 2 x A x N – B	This formula has some issues. Notwithstanding holding of an orderbook for over 150 MW Projects, we still are not getting eligible due to the formula. So, we request you to please waive off the clause and consider the order books duly backed by a Work Order as a backing. This would promote competition and discoverer a good tariff.	Tender Condition prevails.
14	Schedule-III of PPA (Page 179 of RfS)	the project cost should not be more than INR 35,618/kW. ... The purchase price shall be reduced by the amount of subsidy/incentive paid to the Power Producer.	1. Please clarify that Project Cost is INR 35,618/kW plus subsidy or INR 35,618/kW is not directly linked to subsidy. 2. Is Project cost of INR 35,618/kW inclusive of subsidy. E.g. if PPA is terminated after 1 year of PPA, will Purchase price be Project cost minus subsidy? 3. In light of Schedule III, we understand that subsidy amount would be INR 8,904/W [25% of Min(project cost, benchmark cost)] and not INR 16.25/Wp. Please clarify on the same. 4. Kindly also clarify whether Project cost that bidder has to mention in Financial Bid, Format B of Section-VIII should also be not more than INR 35,618 /kW.	1. Project cost of Rs. 35,618/- per kWp is including the proposed subsidy/incentive. 2. For Schedule III of the PPA: Initially the quoted project cost shall be lower than or equal to Rs. 35618 per kWp and shall be reduced by 4% every year such that the residual value at the end of 25th year is zero. 3. As per the MNRE Notification No: 318/38/2018-GCRT dated 15th June 2018, the Benchmark cost is Rs. 53,000/- per kWp and hence, in RESCO mode, subsidy/incentive of 25% supposed to be linked with the benchmark cost of MNRE. Further please refer clarification at Sr. No. 1 above. 4. The Project cost that is to be quoted in Format B of Section VIII can be quoted excluding subsidy/incentive element and not be linked to Rs. 35618/kWp.
15	Cl 6.8 of rfs (Pg no. 66)  Sl no. 8 of Addendum	Maha-Metro has applied for the subsidy/incentives from MNRE*SECI. The request for subsidy/incentive is sent and awaiting for sanction from MNRE.....  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 subsidy disbursed falls short of the current rate of Rs. 16250/- per kWp (vide MNRE letter no. 03/88/2015-16/GCRT dated 30.03.2017). The format for Price Bid for RESCO model, Section VII Format C has been amended. ...	As per MNRE vide MNRE letter no. 03/88/2015-16/GCRT dated 30.03.2017), incentive amount is 25% of the benchmark cost. The benchmark cost for solar rooftop for FY 2018-19 was revised by MNRE (vide NRE letter no. 318/38/2018-GCRT dated 15th June, 2018). Therefore, as per above, subsidy amount is not Rs. 16250/- per kWp and subsidy will be Rs 13,250/- per kWp (25% of INR 53/Wp).  1. Please confirm the subsidy amount as this has financial implication. 2. Please elaborate tariff adjustment calculation by an example if subsidy is not/partially availed	1. Please refer clarification at Sr. No. 1 & 14 above. 2. The subsidy/incentive is available as per clarification 1 above.

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16	Clause 3.1 (Page 134 of RfS) of PPA	The Power Purchaser can terminate the Agreement any time before handing over the premises (rooftop) for installation after giving a seven days' notice. The Power Producer shall not claim anything on account of such termination	In light of this clause, is it possible for Nagpur Metro to terminate the entire PPA when handover of few sites is pending?	In general, such termination will not be taken recourse to, unless the power producer does not complete the project within specified timeline as per tender document.
17	Completion Period (pg no. 2)	26 Weeks (Twenty Six) Weeks (including Monsoon Period) from the date of issue of LOA. SI no. 13 of Clarification: SCOD for total project is 26 weeks from the date of LOA. Further.....	In case of delay in handover of sites to SPD, we understand that new SCOD shall be two months from date of handover of sites or SCOD, whichever is later. In light of this information, please respond to the following: a. In case handover is delayed at one location/site, would SCOD for the entire project be extended? b. In case site is handed over on 26th week from LOA, then 2 month time will be available for project completion. We request that 4 months should be provided in this case.	The Completion period stands amended. Please refer addendum at Sr. No. 2. a. In case, a site handover is delayed, the SCOD for that site will be 2 months from the date of handover. However, the commissioning date for the total project will be considered only after entire sanctioned project is commissioned. b. The completion period for the delayed handover site will be 2 months from the site handover date.
18	SI 13 (Additional para) pg no. 34  CI 7.8 of PPA pg no. 145	The price quoted by bidders deemed to be inclusive of all kinds of duties, taxes, and other levies payable as per prevailing legislations, act of Govt. of India, 28 days (Base Date) prior to submission of bid.  For the Purpose of this section 7.8, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date.....	The following two clauses are at odds with each other: a. Page 34 of RfS: The price quoted by bidders deemed to be inclusive of all kinds of duties, taxes, and other levies payable as per prevailing legislations, act of Govt. of India, 28 days (Base Date) prior to submission of bid. This implies that effective date for change in law is 28 days prior to bid submission. b. Clause 7.8 of PPA (Page 145 of RfS): The term "Change in Law" shall mean the occurrence of any of the following events after the Effective date, resulting into any additional recurring / non-recurring expenditure by the Power Producer or any income to the Power Producer. This implies that Effective Date of PPA is effective date for Change in Law. Can you please clarify which one of the above clauses is correct. Ideally, effective date for change in law should be date of bid submission. We would request you to kindly consider bid submission date as effective date for Change in law.	Accepted. The bid submission date shall be treated as the effective date for operation of the said clause.

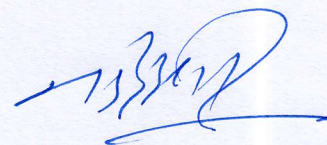




19	CI 7.8.iv of PPA, pg no. 146:	any introduction of any tax made applicable for supply of power by the Power Producer as per the terms of this Agreement.	As per CI 7.8 of PPA, change in law does not cover change in existing tax (i.e. GST etc). We would request you to kindly provide provision for change in existing tax under Change in Law. Further, please also provide provision for Anti Dumping Duty (ADD), Safeguard duty (SGD) and Counter Vailing Duty (CVD) under Change in Law?	Tender condition prevails.
20	Clause 8.1 of the RfS (page 68	If the bidder fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 9 months period would be levied.	However, in the illustration accompanying the clause, LD has been calculated using 180 days (rather than 270 days/9 months) as basis. Please clarify which calculation is correct.  Please also clarify what is the maximum time period for commissioning of the project including PBG encashment. We understand that 26 week+9 months is the total time for commissioning including PBG encashment, where 9 month is PBG encashment time period. Please confirm.	The clause 8.1 of RFS (PN 68) stands amended as below:  <i>If the bidder fails to commission the sanctioned project within specified time, Liquidated Damages (LD) on per day basis calculated for the Performance Security on a 3 months period would be levied. After 3 months the contract will be terminated and the total PBG amount would be forfeited.</i>  So maximum time period for commissioning of the project with LD is 12+3 months, subject to handover of site as clarified at Sr. No. 17 above. Further, subsidy/incentive will be reduced as per MNRE order referred at clarification at Sr. No. 1 above.
21	Clause 3.1 (Page 134 of RfS) of PPA	The Power Purchaser can terminate the Agreement any time before handing over the premises (rooftop) for installation after giving a seven days' notice. The Power Producer shall not claim anything on account of such termination.	In light of this clause, is it possible for Nagpur Metro to terminate the entire PPA when handover of few sites is pending?	In general, such termination will not be taken recourse to unless the power producer does not complete the project within specified timeline as per tender document.
22	General	Timelines	All the timelines are linked to LOA issuance date. We request that timelines should be linked to PPA signing date.	Tender Condition prevails



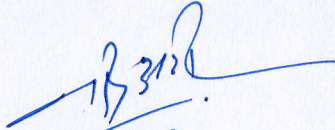
23	Cl 14.1 of PPA, pg no. 159:	Assignment:	<p>clause 14.1 of PPA makes the lender responsible for performing the obligations under this contract. This may have adverse effect on bankability of the PPA. We request that Assignment clause be amended as below:</p> <p>Assignment: This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. The Power Producer may sell, transfer or assign (collectively, an "Assignment") the System and/or the Agreement or any interest therein, to any person including to the Power Producer's Financing Party as collateral security in connection with any financing of the System, provided that such person agrees in writing to be bound by the terms of this Agreement. The Power Producer shall obtain prior approval of the Purchaser of any Assignment pursuant to this clause.</p>	Tender Condition prevails
24	Cl 3.5.2 amended, sl no. 5 of Addendum:	Single bidder is allowed to reduce its share upto 51% after a period of 10 years	We request that successful bidder be allowed to reduce its share more than 51% after 5 years.	Tender Condition prevails
25	General	Payment Security Mechanism	There is no payment security mechanism proposed in the tender. We request that Letter of Credit or Escrow account be opened by Maha metro for Payment Security.	can not be acceded to.

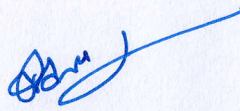




**Tender No. N1EG-13/2018 Corrigendum-X, Part-II (Addendum)**

Sr. No.	Clause No. & Page No.	Existing Clause	Amended Clause
1	Section II Clause 2.2 (iii)  Corrigendum II, Part II, Addendum Sr. No. 8	Tariff will be inclusive of subsidy/incentives available (if any).  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 bidders should quote the tariff including subsidy/incentive as per MNRE order to Maha-Metro No. F.No. 318/53/2018-GCRT dated 07.02.2019 (attached herewith as Annexure-1)  Further, the developers should abide by all the terms and conditions/technical specifications of the above said order (including the administrative approvals / orders / notification referred in the above mentioned order and further amendmends to it time to time by MNRE) and should make eligible themselves for availing the said subsidy/incentive.
2	Completion Period (pg no. 2)	26 Weeks (Twenty Six) Weeks (including Monsoon Period) from the date of issue of LOA. SI no. 13 of Clarification: SCOD for total project is 26 weeks from the date of LOA. Further.....	52 Weeks (Fifty Two Six) Weeks (including Monsoon Period) from the date of issue of LOA.  SCOD for total project is 52 weeks from the date of LOA

  
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