

MAHARASHTRA METRO RAIL CORPORATION LIMITED
Pune Metro Rail Project

Date: 13 Jan 2021

CORRIGENDUM-III

Tender No.: P1EG-02/2020 dated 08 Dec 2020

Name of Work: Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the Rooftop and Boundary Walls mounted Solar PV projects under RESCO Model including Operation and Comprehensive Maintenance (O&M) of 5.0 MWp Solar PV project for a period of 25 years after commissioning of 10 Nos. of Elevated Stations and 2 Nos. of Depots for Pune Metro Rail Project.

Reference: Further to **Tender Documents** dated 08 Dec 2020, **Corrigendum I** dated 26 Dec 2020, **Corrigendum II** dated 01 Jan 2021.

A) Extension of bid submission date and opening date as under:

Activity (Event)	As per Corrigendum I	Revised Dates
Last date of Submission of Bids	14 Jan 2021 at 16:00 Hrs	22 Jan 2021 at 16:00 Hrs
Date of Opening of Bids	14 Jan 2021 at 16:30 Hrs	22 Jan 2021 at 16:30 Hrs

B) Following documents shall be part of Corrigendum III dated 13 Jan 2021:

1. Response to Pre-Bid Queries: Three (03) pages


DGM (Procurement & Contracts)
Pune Metro Rail Project,
Maharashtra Metro Rail Corporation Limited

Corrigendum-III-Reply to Pre-Bid Queries

Corrigendum-III-Reply to Pre-Bid Queries					
Name of Work	Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the Rooftop and Boundary Walls mounted Solar PV projects under RESCO Model including Operation and Comprehensive Maintenance (O&M) of 5.0 MWp Solar PV project for a period of 25 years after commissioning of 10 Nos. of Elevated Stations and 2 Nos. of Depots for Pune Metro Rail Project.				
Tender No.	P1EG-02/2020				
Sr. No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Maha-Metro's Response
1	NIT	Date & Time of submission of Tender	Corrigendum-I, Date & Time of submission of Tender: till 16:00 hrs on 14.01.2021, Date & Time of Opening of Tender: 14.01.2021 at 16:30 hrs	We have received the Corrigendum and drawings related to subject tender. The detailed costing is required for competitive bidding from the given corrigendum and drawings. Therefore we request you to extend the bid submission date by 15 days from the current submission date. Kindly accept our request and confirm.	Date for Submission of Bid & Opening of the Tender are extended upto 22.01.2021, however, Bidder to refer the e-tender portal for updates on the Tender submission & opening dates.
2	NIT	Date & Time of submission of Tender	Corrigendum-I, Date & Time of submission of Tender: till 16:00 hrs on 14.01.2021, Date & Time of Opening of Tender: 14.01.2021 at 16:30 hrs	With reference invited to the tender for "Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the Rooftop and Boundary Walls mounted Solar PV projects under RESCO Model including Operation and Comprehensive Maintenance (O&M) of 5.0 MWp Solar PV project for a period of 25 years after commissioning of 10 Nos. of Elevated Stations and 2 Nos. of Depots for Pune Metro Rail Project" and Tender Ref No. P1EG-02/2020, We would like to participate in the above mentioned tender but due to the current Covid-19 situation, BG preparation, Site Visit, Upcoming Festival Holidays and other process related to the tender we need minimum 02 Weeks of bid extension from the current due date. We request MAHA METRO to consider the serious bidders like Fourth Partner and extend the tender for 02 Weeks.	Date for Submission of Bid & Opening of the Tender are extended upto 22.01.2021, however, Bidder to refer the e-tender portal for updates on the Tender submission & opening dates.
3	Section-III	3.26	The bidirectional electronic energy meter will be installed for the measurement of import/Export of energy at the three metering points of Maha-Metro. The primary metering connection of the purchaser is already having Net-metering facility in the main metering points of supply of utility. The bidder has to confirm the same at the metering points of Maha Metro. All liaison work with MSEDCL or licensee for Net-metering approval and other permissions shall be undertaken by the bidder at the behest of purchaser and shall be in the scope of the developer/bidder. A generation Meter at each location should be installed by the developer. Further, a check meter to be installed by the developer/MSEDCL will be in the scope of the Developer/MSEDCL as mutually agreed.	Corrigendum II Reply To Pre-bid Query Document – What is the meaning of Receiving substation in Maha-Metro Response for S.No. 36 response?	The Receiving substation is the location where in the main metering points for power supply from MERC/MSEDCL. Prospective bidder to provide Net-metering facility at these locations as per statutory conditions prevailed at that time.
4	Section-V	20.0 (f)	f) In PCU/Inverter, there shall be a direct current isolation provided at the output by means of a suitable isolating transformer. If Isolation Transformer is not incorporated with PCU/Inverter, there shall be a separate Isolation Transformer of suitable rating provided at the output side of PCU/PCU units for capacity more than 100 kW.	Corrigendum II Reply To Pre-bid Query Document – What is the meaning of Galvanic Isolation in Maha-Metro Response for S.No. 38 response?	Galvanic isolation needs to be provided if bidder using two different ground systems. If bidder is using only station ground/Earthing system then Galvanic isolation may not be required.
5	Section-V	3.26	The bidirectional electronic energy meter will be installed for the measurement of import/Export of energy at the three metering points of Maha-Metro. The primary metering connection of the purchaser is already having Net-metering facility in the main metering points of supply of utility. The bidder has to confirm the same at the metering points of Maha Metro. All liaison work with MSEDCL or licensee for Net-metering approval and other permissions shall be undertaken by the bidder at the behest of purchaser and shall be in the scope of the developer/bidder. A generation Meter at each location should be installed by the developer. Further, a check meter to be installed by the developer/MSEDCL will be in the scope of the Developer/MSEDCL as mutually agreed.	This tender has 5 MW capacity for Net Metering. Referring to recent Government Electricity (Rights of Consumers) Rules, 2020: Net metering is allowed only upto 10 kw system. Therefore, what will be way forward for this Pune Metro project in terms of Net Metering requirement. Kindly Clarify.	Bidder to refer to Maha-Metro response at sr. no. 36 in Corrigendum-II.
6	Section-V	15.0 i(3)	For Safety:- 3. Ladder caged/stairs case, where space is available stair case shall be provided by the bidder else caged ladder where space is not there.	Tender document page no. 75 – 15 i)3 : "Ladder caged/stairs case, where space is available stair case shall be provided by the bidder else caged ladder where space is not there." We understand that access to site through ladder shall be provided by Pune Metro for safe working of bidder at site.	Bidder to refer to Maha-Metro response at sr. no. 12 in Corrigendum-II.
7	NIT	Date & Time of submission of Tender	Corrigendum-I, Date & Time of submission of Tender: till 16:00 hrs on 14.01.2021, Date & Time of Opening of Tender: 14.01.2021 at 16:30 hrs	Extension Request: Considering 5 MW RESCO projects, we have to refer to all drawings shared by Maha-Metro & analyze all shared document. Post that if required, we are planning for site visit as well. We are keen to participate in this tender. At this stage sites are not ready, we need to analyze that also. Therefore, working on this tender will require some more time. Hence, we request Maha-Metro for extension of tender submission deadline at least by 4 weeks.	Date for Submission of Bid & Opening of the Tender are extended upto 22.01.2021, however Bidder to refer the E-tender portal for updates on the Tender submission & opening dates.
8	Section-II	1	The generated solar power will be utilized generally for captive requirement of MAHA-METRO and any momentary surplus power will be fed to the MSEDCL/MSETCL grid through a Net Meter	Kindly confirm whether the net-metering to be done at individual station/depot level or at main connection level of Pune Metro. Justification: Since net metering is done at the Discom connection level. We need a clarity that whether the distribution network for stations and depots is of Discom or is it owned by Pune Metro. Since Net metering is only possible for individual station if they are connected to Discom. Hence in order to ascertain project requirement, we need clarity on the connectivity.	Bidder to refer to tender clause no. 3.26 of Section-III of Tender Documents and SLD of Annexure-1 to Addendum-1.
9	Section-II	3.3	Financial data for latest last five audited financial years (FY 2015-16 to FY 2019-20 or Calendar year 2016 to 2020 as the case may be) has to be submitted by the tenderer in Format-7 and Format-12 along with audited balance sheets.	We request to kindly consider financial data for last 4 years. Justification: Renewable Energy sector is relatively new and one of the rapidly growing sectors in India. There are several Developers who have recently started operations in India and are having relevant experience Amp Energy has started its operations in India since 2016 and we have not only participated in previous bid of similar nature with Kochi Metro and L&T Hyderabad Metro but we were successful bidder and have successfully commissioned 2.7 MW project at Muttom Depot of Kochi Metro Rail and 8.8 MW Project with L&T Metro Hyderabad at their metro station and depots under RESCO Mode. Hence, we request that the condition for providing financial data for last 5 years to be changed to 4 years. This will allow more bidders to participate and make the bidding process more competitive.	Tender condition Prevails.



Sr. No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Maha-Metro's Response
10	Section-II	3.4.3	The Average Annual Turnover in last 5 financial years should not be less than Rs. 36.0 Crores Only (Rs. Thirty-Six Crores only).	"We request to kindly consider financial data for last 4 years. Justification: 1. Renewable Energy sector is relatively new and one of the rapidly growing sectors in India. There are several Developers who have recently started operations in India and are having relevant experience. Amp Energy has started its operations in India since 2016 and we have not only participated in previous bid of similar nature with Kochi Metro and L&T Hyderabad Metro but we were successful bidder and have successfully commissioned 2.7 MW project at Muttom Depot of Kochi Metro Rail and 8.8 MW Project with L&T Metro Hyderabad at their metro station and depots under RESCO Mode. Hence, we request that the condition for providing financial data for last 5 years to be changed to 4 years. This will allow more bidders to participate and make the bidding process more competitive. 2. Even in tenders of similar works issued by NMRC (Noida Metro Rail Corporation), Kochi Metro Rail, DMRC (Delhi Metro Rail corporation) requirement of 5 years financial data was not mandatory. Hence, we request you to please consider the Average Annual Turnover of last 4 years instead of 5 years for qualification requirement. Tender documents are attached for your reference and consideration.	Tender condition Prevails.
11	Section-II	3.4.3 b	Profit before tax should be positive in at least 2 (two) years out of the last 5 audited financial years viz., FY - 2015-16, 2016-17, 2017-18, 2018-19 and 2019-2020 for individual bidder.	We request you to kindly remove this financial requirement. Also, other metro tenders of DMRC or KMRL or Mumbai metro did not have such eligibility condition. Justification: We would like to highlight that in case of Developers/Independent power producers the assets are developed on long term basis and PPA are signed for 25 years tenure. The revenue realization happens on month on month basis over the PPA tenure, hence in order to ascertain the financial health, Net-worth is to be considered instead of profitability.	Tender condition Prevails.
12	Section-II	3.4.3 C	Bid Capacity The available Bid Capacity of the Bidder should not be less than Rs. 16.0 Crores. Available Bid Capacity= 2 x A x N – B where A = Maximum of the value of similar works executed in any one year during the last five financial years reckoned up to 31st March 2020 (updated to the base date price level assuming 5% inflation per year compounded annually for Indian Project and 2% for foreign project.N = Number of years prescribed for completion of the present work i.e. 1.5 Years.B = Value [at price level as on the twenty-eight (28) days prior to 'date for Bid submission' (refer Bid Data Sheet)] of existing commitments and on-going works to be completed during next 1.5 years weeks starting from the twenty-eight (28) days prior to date of Bid submission.....	We request to kindly remove this financial requirement. Justification: Solar-PV Market in India is growing rapidly. 'B' in the formula of Bid Capacity will be much larger than 'A' for Solar Players who's currently installing the Utility Scale/MW scale projects across India. Also, the solar capacity sizes being executed currently are much larger than previous year. More capital is available from international agencies and thus removing the bid capacity clause does not necessarily pose to be limiting financial capacity of Bidder with positive net-worth to execute the project.	Tender condition Prevails.
13	Section-II	3.5.2	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 up to 51% after a period of 10 years	Kindly confirm on 100% owned step-down subsidiary is allowed as a project company. Justification: We request that stepdown subsidiaries also to be allowed, if they meet 100% structure requirement.	Tender condition Prevails.
14	Section-IV	6.8.3	In case the subsidy/incentive (if any) is availed by the Employer the same will be disbursed as follows: a) Subsidy/Incentive equivalent to 50% of the total subsidy/incentive will be released at the Commissioning and acceptance of project. b) Subsidy/Incentive equivalent to 25% of total subsidy/incentive will be released at the end of 1 year of O&M period from date of commissioning. c) Remaining subsidy/ incentive equivalent to 25% of the total subsidy/incentive amount will be released at the end of 2 years of O&M period from date of commissioning. If any extra facilities are agreed between the Successful Bidder and the Maha- Metro beyond the scope of award letter then extra payment shall be made on mutually decided (Maha-Metro & Successful Bidder) terms and conditions.	We request Pune Metro to please clarify whether any incentive/subsidy to be considered and I yes what is the amount of subsidy/incentive to be considered. Since bidder will quote its tariff on the basis of this clarity as incentive/subsidy will have direct impact on tariff and it is not possible to factor in incentive/subsidy post bidding. Justification: Clarity on subsidy will be required at bidding stage, as the tariff numbers will be worked on the basis that whether any subsidy/incentive to be considered or not.	The Bidder would be solely responsible for availing subsidy/incentives if any, applicable for the Bidder and shall follow the guidelines issued by MNRE/SECI available from time to time.
15	Section-IV	7.4.1	The modules should be manufactured in India only for availing subsidy/incentive as per clause 14.1.1.	Please allow to use the other country make modules if in case, the subsidy is not available.	Bidder to refer to MNRE order No. F. No. 283/22/2019-GRID SOLAR dated 23.09.2020 in tender document for Purchase Preference in Solar Module. Tender condition Prevails.
16	Annexure-II- A, Bid Data sheet	1.6 (3)	The Bidder shall be required to provide a certificate from the Statutory Auditor or Cost Auditor or practicing Cost Accountant or practising Chartered Accountant giving the percentage only of minimum local content and this certificate from Statutory Auditor or Cost Auditor or practicing Cost Accountant or practising Chartered Accountant shall be attached with the bid uploaded in technical section of e-tender portal.	We request that this requirement to be fulfilled at the time of project execution, since major component procurement etc, will be closed during that time. However, bidder can provide an undertaking that they will maintain the requirement as per the notification for make in India initiative. Justification: Since major component procurement etc, will be closed during the execution phase post signing the PPA. However, bidder can provide an undertaking that they will maintain the requirement as per the notification for make in India initiative.	Tender condition Prevails.
17	Annexure-II- A, Bid Data sheet	1.4	The successful Bidder has to establish its co-ordination Office at Pune if it does not have at present	Please clarify if office located in Maharashtra will suffice	Tender condition Prevails.
18	Section-V	19.0 a	The combined wattage of all inverters should not be less than rated capacity of power plant under STC (Standard test conditions)	Should allow for AC:DC ratio of 75 to 80% Justification:In case the subsidy is not available, please permit the overloading	Tender condition Prevails.
19		General Queries	Metering Point Location	Please clarify metering point location for tariff billing purpose for all sites	Bidder to refer to clause no. 3.26 of Section-III.
20	Section-V	26	Cables: For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multistrand flexible copper cables shall be used;	Can we use XLPE AI Armoured Cable for AC Side Only. Justification: This will help in cost optimization and better competitive tariff in bid.	Bidder to refer to Maha-Metro response at sr, no. 3 in Corrigendum-II,



Sr. No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Maha-Metro's Response
21	Section-VII, PPA	7.8	<p>Change in Law: (a) 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 (Bid Submission Date, only for clause 7.8-Change in Law), resulting into any additional recurring / nonrecurring expenditure by the Power Producer or any income to the Power Producer. The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law: or.....</p>	<p>Request you to kindly cover the following in change in law: a. any change in rates of or introduction of Taxes/ Duties/Cess/Charges made applicable after the Execution Date which has a direct or indirect impact on the setting up of solar power plant, cost of generation or supply of power from the Project or the cost of operation or maintenance of the Project. Justification: As present change in law in PPA, only covers the supply of power and not the setting up of solar power plant, cost of generation or the cost of operation or maintenance of the Project. In an event post bid submission if there are any changes in taxes and duties etc. made applicable on construction/equipment required for the project, how will the impact of such change in law will get address. Since the effective date is considered as date of bid submission any change in Taxes/ Duties/Cess/Charges made applicable ,which has a direct or indirect impact on the setting up of solar power plant, cost of generation or supply of power from the Project or the cost of operation or maintenance of the Project shall be covered.</p>	Clause No. 7.8 of Section-VII of Tender Documents is self explanatory.
22	Section-VII, PPA	14	<p>Assignment & Novation 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. 14.2 Novation: Deleted.</p>	<p>Request to please allow the assignment in favour of lenders without any consent of Power Purchaser</p>	Tender condition Prevails.

