

Corrigendum-II Pre-Bid queries response

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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	Section-V	38.2	Under this RFS, use of both Solar Photo voltaic (SPV) cells and Modules manufactured domestically as per specifications and testing requirement fixed by MNRE are mandatory for installation of awarded Solar PV power Plant.	Under This RFS, We have to mandatory to use DCR Modules or can we use open/Make in india(Module should be manufactured in india & Cells can be imported from anywhere) module? Please clarify	Bidder to refer Addendum-1
2	Section-V	27 (a , b)	a.MAHA-METRO has voltage levels of 415 V for LT and 33 kV for MV b.The solar power can be generated at low voltage levels and may be connectedto selected 415 V LT panel of MAHA-METRO. Connection on LT panel of MAHA-METRO is in scope of Developer	All the power plants will be connected to the same substation/different nearby substation. If it is different what will be the capacity/voltage level of particular substation. Please share the name/voltage level/capacity/distance of near by substation for individual metrostation	Bidder to refer Annexure-1 under Addendum-1
3	Section-V	26 (vi, vii)	vi. For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used. vii. 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 UV stabilized outer sheath.	As per MNRE standard for non subsidized project we can use AL cable.Kindly clarify or provide the amendment to allow us to use the AL cable for AC and DC instead of Copper cable	Bidder to refer Addendum-1, Bidder to use copper conductor cables upto size of 10 sqmm and Aluminium cables above 10 sqmm cable sizes for AC and DC.
4	Section-IV	6.8	6.8.1. The Bidder would be solely responsible to meet any eligibility criteria, for availing subsidy/Incentives if any, applicable for the Bidder and shall follow the guidelines issued by MNRE/SECI available from time to time. 6.8.2. The tariff quoted by the bidder should be inclusive of the subsidy/incentive, if any. The bidder should follow the guidelines available from MNRE/SECI for availing the subsidy/incentives. MAHA-METRO may facilitate the successful bidder for availing the same.	If subsidy available what will be the share of subsidy & how to avail the subsidy & who will disburse the subsidy	Tender clause 6.8 of Section-IV is self explanatory.
5	Section-III	3.16.2	3.16.2.4 The cost (Tariff) shall be inclusive of all duties and taxes, insurance etc. The Tariff quoted by the firm shall be complete in all respect and no price variation/adjustment shall be payable.	In case if any tax deviation will comes on future, Who will pay the extra charges.Kindly clarify	Bidder to refer clause no. 7.8 Change in Law of PPA in Section-VII
6	Section-II	2.1	2.1 The bidding process is for selection of bidder for implementing Rooftop Including Boundary Walls Mount Solar PV system in RESCO model.	If we are using rooftops to meet complete capacity of 5 MWp do we still need to use boundary walls? Please clarify.	Bidder to refer clause no. 2.2 of Section-II
7	Section-III	3.27.1	Penalty= (committed generation as per Schedule-IV of PPA – Actual generation during the same period) x (difference of average landed cost of electricity from grid per unit at the end of that year applicable to power purchaser and applicable solar power tariff payable to power producer for that year).	Are we consider the cost of electricity from grid per unit at the time of signing of agreement for the entire duration of PPA or the cost will be on time to time. If the cost of electricity from grid per unit will be increased in future compared to now. Then how we will calculate the penalty amount. Anyhow my tariff will remains same for the entire PPA duration. Kindly clarify	Tender condition prevails
8	–	General Queries	AC: DC Ratio	AC and DC Capacity Ratio 1:1 or Loading is allowed?	Bidder to refer clause no. 19.0 (a) of Section-V
9	–	General Queries	Approved Makes	Please provide the list of approved make for all components	Bidder to refer clause no. 7.4.1 of Section-IV. The credentials of the proposed vendor/make shall require prior approval of Employer/Engineer.
10	–	General Queries	Water	Please provide the RAW water during entire tenure of PPA	Bidder to refer Addendum-1
11	–	General Queries	Ceiling Tariff	If this RFS comes under DCR/Public procurement policy, Kindly provide the ceiling tariff	Bidder to follow the guidelines issued by MNRE/SECI available from time to time.
12	–	General Queries	Ladder	Please provide the ammendment for Ladder (It should be in Offtaker's scope)	Station Civil Contractor shall provide the ladder.
13	–	General Queries	Proposed Solar Capacity	If the Rooftop space allows more capacity we can install so shall be go for more capacity or shall we limit ourself to go with tender document mentioned capacity of 5 MWp only	Refer response to query at sr. No. 6 above.
14	–	General Queries	Boundary Wall installation	Do we need to utilise Boundary wall mandatory since in case we are able to achieve 5 MWp on rooftop there shall be no need to use boundary walls. Also the lower generation because of the orientation and higher cost of cabling on boundary wall installation will impact on offered tariff rate and ultimately savings.	Refer response to query at sr. No. 6 above.
15	–	General Queries	Deemed Generation in case of delay in handing over the site	Incse there is delay beyond the provided timelines menitoned in the Tender for handing over of sites to us then there has to be deemed generation applicable	The Access dates provided under clause (b) of Section-IX are tentative and the Bidder shall be handed over the sites progressively. Bidder to refer clause no. 6.1 of PPA under Section-VII for applicability of deemed generation and Annexure-2 in Addendum-1 for revised clause (b) of Section-IX.
16	–	General Queries	Drawings	Please provide the drawings for all proposed sites	Refer response to query at sr. No. 2 above.
17	–	General Queries	Date Extension	Kindly extend the tender for 03 Weeks from the current due date	Submission of Bid & Opening of the Tender are extended upto 14.01.2021, however Bidder to refer the e-tender portal for updates on the Tender submission & opening dates.
18	Section-III	3.16	Scope of Work	Under scope of work of maha metro pune please include full co-operation to apply for net metering etc. Including documentation support.	Bidder to refer clause no. 3.26 of Section-III
19	Section-II	2.2 (d)	List of Selected Sites	Please give a list of sites along with the capacity of each station roof. Is it possible to do the site survey?	The tentative area on stations roof is given under clause no. (a) of section-IX, however bidder are advised to do the preliminary site survey for analysis of solar installation.
20	Section-V	25.1	Lightning Protection	Lightning arrestor if not installed, and then what will be in maha metro scope. If there is any structure problem / maintenance of terrace floor then?	Lightning Arrestor is provided at each station & depot. However, Bidder needs to check each site for Lightening protection of their installation and any additional protection needed is in scope of bidder.

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21	Section-VII, PPA	7.2	Invoice	If work takes 1 year to be done then the billing system. Suppose site 1 is commissioned on 01.01.2021 and the last site are commissioned on 31.12.2021.	The Access dates provided under clause (b) of Section-IX are tentative and the Bidder shall be handed over the sites progressively. Bidder to refer clause no. 7.2 of PPA under Section-VII for invoice and Annexure-2 in Addendum-1 for revised clause (b) of Section-IX.
22	Annexure-II A, Bid Data Sheet	10	The Bid Total Price includes Taxes and Duties, Unit Prices of materials of each Items, Royalties also. The price to be quoted shall be the total price of the Bid as elaborated in Section-VIII Price Bid (Format-B & Format-C).	Can we quote for part of the project? i.e. 3MW.	Tender condition prevails.
23	-	-	General Queries	You have mentioned that maha metro pune can buy the project at any time. The calculation methodologically is not clear. Please explain if the project cost is 30 crores. Then after 5 years what will maha metro pune pay? Please show the detailed calculation.	Bidder to refer Schedule - III of PPA under Section - VII
24	-	-	General Queries	Please share a draft copy of the final agreement to be signed with maha metro pune.	Bidder to refer Power Purchase Agreement (PPA) under section-VII of the tender document.
25	Section-II	3.16	EMD/ Bid Security	Please waive of EMD clause for Msme in line with GOI guidelines	Bidder to refer Annexure 6 (Office Memorandum No. F.9/4/2020-PPD dated 12th November 2020)
26	Section-VII, PPA	7.4	Time of Payment	What will the payment time for payment from Mahametro to Resco	Bidder to refer clause no. 7.0 of PPA under Section-VII
27	Section-II	3.12	-	What is the validity of the bid? For how many days does the bid price is expected to be valid?	Tender clause 3.12 & 3.16 of Section-II is self explanatory.
28	Section-II	3.17.1	Within 30 days from the date of issue of Letter of Acceptance, Successful Bidder shall furnish the Performance Security amounting to Rs. 1.79 Cr only in the form of unconditional and irrevocable Bank Guarantee in the prescribed format issued by a Scheduled Commercial Bank based in India including scheduled Commercial Foreign Banks having business branch/office in India.	We would like to inform your goodself that we won a tender of Delhi Metro for 3 MW rooftop solar power project and we successfully executing the same with the submission of PBG for amount of Rs. 36 Lacs for 3 MW Rooftop solar project, while as per the tender No. P1EG -02/2020 dated 08.12.2020 you are asking for submission of PBG after getting the LOA for amount of Rs. 1.79 Crores which is very higher amount while the PBG amount should be only 60 Lacs. Request you to kindly amend the clause no. 3.17.1 and replace the value of PBG from 1.79 Crores to 0.60 Crore.	Bidder to refer Addendum-1
29	Section-III	3.27.1	Penalty on Lower Performance	As per the Clause No. 3.27.1 If the power generation is found to be less than the value committed by bidder ,then the bidder will have to pay its penalty. This clause should be removed as you have bank guarantee of Bidder and you should forfeit it from PBG which should be considered the maximum value of Power Generation loss during the life of Project and should not be over and above from the PBG amount i.e. 60 Lacs.	Refer response to query at sr. No. 7 above.
30	Section-II	3.4.1	, Eligibility Criteria: The Bidder should be either a proprietorship firm or a partnership firm or a company incorporated in India under the Companies Act, 2013 including any amendment thereto and engaged in the business of Solar Power. A copy of certificate of incorporation to be furnished along with the bid in support of above.	1) We request you to amend as below: The Bidder should be either a proprietorship firm or a partnership firm or a company incorporated in India under the Companies Act 1956/2013 including any amendment thereto and engaged in the business of Solar Power. A copy of certificate of incorporation to be furnished along with the bid in support of above. 2) We assume that only Certificate of Incorporation to be submitted to fulfill this clause. Please confirm	1) Bidder to refer clause no. 3.4.1 of Section-II 2) Tender clause 3.4.1 of Section-II is self explanatory.
31	NIT	Tender Security	INR 8.93 Lakhs in the form of Bank Guarantee, issued by any Nationalized or Scheduled Commercial Bank of Indian origin or Scheduled commercial foreign bank having business office in India.	PI provide Bank Details to execute the Bank Guarantee. This is requirement of our Bank for their internal process	Bidder to refer clause 2.1.2 of Bid Data Sheet Annexure-II-A.
32	Section-V	35.1 (g)	Indemnity Bond	Whether to submit with bid on stamp paper. Please clarify	Bidder to submit the Indemnity Bond after the award of work, before the start of work at site on Rs. 500 Stamp Paper.
33	Office Memorandum, Public Procurement Section, Gol	Formats	Page 228 to page 237 Formats	Whether these formats to be submitted along with bid. Please clarify.	Yes, to be submitted along with the Bid
34	NIT	Date & Time of submission of Tender	Bid Submission date 29/12/2020	We request you to extend the bid submission date by 2 weeks after reply of pre bid queries. Kindly accept.	Refer response to query at sr. No. 17 above.
35	-	-	General Queries	We inform you that the tender document attached on online portal do not have the drawings of stations and other sites	Refer response to query at sr. No. 2 above.
36	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.	What is meant by "Already" having Net-Metering facility? Please clarify the net metering point	Initially the project shall be captive in nature, however net metering may be made effective based on the latest policy guidelines of MERC/MSEDCL. Net metering as per statutory conditions to be provided at each receiving substation only.
37	Section-V	19	PCU/ARRAY SIZE RATIO: a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC (Standard test conditions).	Please allow overloading up to 20% as it is a Standard Industrial Practice.	Tender conditions prevail.
38	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.	Please clarify if Galvanic Isolation to be provided if Capacity of Inverter exceeds 100 kW or Capacity of solar plant exceeds 100 kW? Request to cancel the galvanic isolation for String Inverters	Since, earthing of station and solar PV system is different, Galvanic Isolation to be provided by Bidder.

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39	Section-V	22 A xxi	The plant SCADA should be Open Platform Communications (OPC) compliant with standard DNP3 and Modbus control interfaces over TCP/ IP having the provision to add protocol converters to implement custom and secure communications protocol standard for providing real time online data (including but not limited to irradiance, plant generation (instantaneous/ daily/ monthly/ yearly), Daily Peak Generation, temperature, wind speed etc.) to MAHA-METRO and integrate with the station BMS.	Please accept Data Monitoring System/ Remote Monitoring system instead of SCADA for monitoring required parameters.	MAHA-METRO itself having own BMS-SCADA at each station. The bidder has to integrate all the data for monitoring into the existing station SCADA through open protocol as mentioned in the Section-V
40	Section-V	14.1.1	Solar PV offset boxes must be used to mitigate effect of PID on Solar PV modules.	Please clarify and cancel the conditions as recent modules come PID free with IEC certification IEC 62804	Tender clause 14.1.1 of Section-V is self explanatory.
41	Section-V	20.0 (d)	d) Built-in meter and data logger to monitor plant performance through external computer shall be provided.	As external data logger is provided and also generation meter is there, please consider external data logger and meter.	External computer is not required. However, the monitoring data can be accessed with existing BMS workstation provided at each station.
42	Section-V	22 B (i)	i. Computerized solar radiation and environment monitoring system shall be installed on one of the buildings along with the solar PV power plant.	Please clarify if this monitoring system to be installed on One site or all of the sites.	Bidder need not to provide any computer. However, the software, PLC and ethernet switches may be provided to access the same data from existing BMS workstation provided at each station.
43	Section-V	23.0 (e)	e) Reverse power relay shall be provided by Bidder (if necessary), as per local DISCOM requirement.	Please clarify if the system to be considered as under net metering or captive or zero export system.	Refer response to query at sr. No. 36 above.
44	Section-IX	Section-IX	a) Site Details	Please provide metro station, car depot roof plans and sections to work out structural system to be provided & to workout solar capacity. Also please provide Single Line Diagram (SLD) for each site.	Refer response to query at sr. No. 2 above.
45	Section-V	15.0 (a)	a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays	Please confirm whether Array Structure to be Hot dip galvanized only Or combination of Hot dip galvanized & pre-galvanized (Galvalume) materials to be used for RCC roof. Please confirm anchoring to RCC slab is allowed or not.	Tender conditions prevail.
46	Section-V	38.5	Bidder to ensure that loading limit of solar panel including accessories shall not exceed 25kg/Sq. m and roof is accessed only at the location of rafter or purlin and not on roof sheet.	Pl confirm whether solar panels to be installed on roofing sheet with anchoring to roofing sheet OR anchoring to purlin, rafter only.	Bidder to refer Annexure-3 in Addendum-1 for conceptual mounting arrangement of module on station roof.
47	-	-	General Queries	Please clarify about existing staircase/ roof access details, if any. Please clarify about existing Lifeline, Railing, if any.	Bidder to provide the Lifeline and Railing etc on roof.
48	Section-II	3.4.1	Eligibility Criteria: The Bidder should be either a proprietorship firm or a partnership firm or a company incorporated in India under the Companies Act, 2013 including any amendment thereto and engaged in the business of Solar Power. A copy of certificate of incorporation to be furnished along with the bid in support of above.	1) We request you to amend as below: The Bidder should be either a proprietorship firm or a partnership firm or a company incorporated in India under the Companies Act 1956/ 2013 including any amendment thereto and engaged in the business of Solar Power. A copy of certificate of incorporation to be furnished along with the bid in support of above. 2) We assume that only Certificate of Incorporation to be submitted to fulfil above clause. Please confirm.	Refer response to query at sr. No. 30 above.
49	Section-II	3.16	Bid Security/EMD: The Bidder shall furnish the Interest Free Bid Security of Rs. 8.93 Lakhs in the form of BG.	We are registered under MSME registration/Udyogadhar in Medium Enterprise category. Please allow exemption for EMD. Kindly confirm.	Refer response to query at sr. No. 25 above.
50	Section-V	35.1 (g)	Annexure B Indemnity Bond	Whether to submit Indemnity Bond along with bid on stamp paper. Please clarify	Refer response to query at sr. No. 32 above.
51	Office Memorandum, Public Procurement Section, GoI	Formats	Page 228 to page 237 Formats	Whether these formats to be submitted with bid	Refer response to query at sr. No. 33 above.
52	Section-V	3.26	3.26 METERING AND GRID CONNECTIVITY 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	As the Maha Metro will be having single meter, the net metering (bidirectional electronic energy meter) is not allowed by MERC/MSEDCL with project capacity of 1MW and above. Kindly confirm whether bidder shall go for captive solar project.	Refer response to query at sr. No. 36 above.
53	NIT	Completion Period	Completion Period (a) Execution/ Erection Period:- 52 Weeks (Fifty Two) Weeks (including Mon	Please consider Completion date as 6 months from Handing over the site.	Bidder to refer Addendum-1
54	-	-	General Queries	Please provide proposed DG details for Metro stations and depots.	Bidder to refer Annexure-4 under Addendum-1
55	-	-	General Queries	Please clarify if spare feeder will be available for solar plant in the LT panel	Yes
56	-	-	General Queries	If cumulative capacity of plant not comes out to be 5 MWp according to area available, what will be way going forward? If more sites will be allocated to accommodate 5 MWp?	The proposed space under this tender is theoretically adequate to generate 5MWp, No additional space is planned to be provided at this stage.
57	-	-	General Queries	Please clarify if material storage space will be provided at site.	Bidder to refer clause no. 8.3 (g) of PPA under Section-VII
58	-	-	General Queries	We assume that Suitable Earthing Locations will be provided by Maha METRO.	At every site Earthing Mat is provided and bidder can use the same for solar grounding purpose. If additional protection is required than bidder has to provide their own Earthing Pits.
59	NIT	Date & Time of submission of Tender	Bid Submission date 29/12/2020	We request you to extend the bid submission date by 2 weeks after reply of pre bid queries.	Refer response to query at sr. No. 17 above.

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60	Section-II	3.4.2.(g)	TECHNICAL ELIGIBILITY CRITERIA	We have executed many projects beyond 500KWp in single locations for esteemed clients like Symbiosis University, Sanjay Ghodawat Group etc; However, those clients are neither listed companies nor Govt Companies. In such case even though we have executed projects more than 500KWp at single location, we were getting disqualified. Hence 500KW Experience must be counted from any institute/company/user must not be restricted to Central/State/Semi-Govt./Govt. PSU/Urban Local Bodies/ Listed Companies under the stock exchange of India organisations only else very less bidder will qualify. Kindly consider non listed but Reputed Industries OR Institutions	Tender conditions prevail.
61	Section-II	3.4.3.	FINANCIAL ELIGIBILITY CRITERIA	1. As per the clause, it is mentioned that last five Years average turnover should be not less than 36CR. However, what if any Company is completing less than 5 years and more than 3 years and their turnover is more than 36CR. Either they will be eligible or Not? 2. As per the Tender entire powers are issued to only Technical Bidder however; if in case of JV if one bidder is technically strong and their second partner is financially strong in such case, financial capacity of Technical partner shall be restricted to 25% of Bid Capacity and 75% shall be with Financial Partner. - Pune Maha-Metro shall revert on it. 3. To promote MSME Sector, we request relaxation in cumulative Net worth if they Form a JV.	Bidder to refer Addendum-1 for query No 1 & 2 Tender Condition Prevail for query No 3
62	Section-II	3.4.3.(c)	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.1.0 Years.	Considering current Metro project work speed, project completion may extend to 2 years hence N shall be changed to 2. Moreover "N" factor will play a very vital role for bidders, hence this must be considered as 2 only. Apart from above, while calculating Bid capacity "B" factor which is termed for present work in Hands was minuses, which is directly affecting on bidder's qualification, Hence "B" factor has to be removed.	Bidder to refer Addendum-1
63	Section-II	3.16	BID SECURITY/EMD	For MSME bidder EMD relaxation is applicable or not?	Refer response to query at sr. No. 25 above.
64	Section-V	3.26	METERING AND GRID CONNECTIVITY	As per Tender, it is mentioned that Metering and Connectivity is in the scope of Bidder, however as per Net metering policy of MSEDCL, we cannot obtain Net Metering permission beyond 1MW. In this Project capacity is 5MWp, hence Net Metering is possible. Pune Metro team has to confirm on it.	Refer response to query at sr. No. 36 above.
65	Section-V	37	Automatic Cleaning System	Providing Automatic cleaning system for diversified locations is not feasible, hence manual cleaning system shall be considered for Module cleaning arrangements.	Tender conditions prevail.
66	Section-V	38.1	water Connection is in power purchase scope	but 8.3 Purchaser's Covenants point (j) 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 clarify	Refer response to query at sr. No. 10 above.
67	Section-VII, PPA	8.3	Purchaser's Covenants point (K)	Auxiliary Power shall be also provided during Installation at free of cost	Auxiliary power will be provided during installation on chargeable basis depending on availability. In case of non availability, Bidder has to make his own arrangement.
68	NIT	Date & Time of submission of Tender	Date & Time of submission of Tender	Considering project site and current movement restriction due to pandemic condition we request to change last date of submission to 31st Jan 2021	Refer response to query at sr. No. 17 above.
69	-	General Queries	Life of Station roof structure.	Since RESCO agreement is for 25 Years and what if 1) structure life is less than 25 years or 2) structure is damaged due to natural calamity / riots/ accident due to Purchaser negligence then power purchaser must bear the cost of re-installation of new solar system	The life of roof structure is more than 25 years. Bidder to refer clause no. 11 of PPA under Section-VII
70	Section-VI	Format-11	Page 4 of 5 Certificate from the beneficiary Format -11	We have obtained WCR from various industries for whom we have executed projects long back, however, in this case specific format is issued. Asking WCR in revised format once again from same client is not advisable hence, we request to consider WCR "AS IS" formats	Tender conditions prevail.
71	Section-II	3.17	Performance Bank Guarantee	PBG amount mentioned is Rs. 1.79CR for initial 10 Years and Rs. 89.33CR for balance period - Please clarify how this amount arise? Since entire investment will be done by Bidder, in such case Bidder is on Higher risk than power purchaser. Generally, under RESCO Model Power Purchaser shall submit unconditional Bank Guarantee to power producer for assuring regular / timely payments. However, there is NO such clause is defined in PPA. Kindly clarify.	Refer response to query at sr. No. 28 above.
72	Section-III	3.27.1	Penalty on Lower Performance	As mentioned in clause; Penalty= (committed generation as per Schedule-IV of PPA – Actual generation during the same period) x (difference of average landed cost of electricity from grid per unit at the end of that year applicable to power purchaser and applicable solar power tariff payable to power producer for that year). However there is No provision of Incentive, if there is Higher Performance. Hence it is requested to consider Penalty on Lower Performance and Incentive on Higher Performance, Else kindly remove penalty clause, if you don't want to pay incentive.	Refer response to query at sr. No. 7 above.
73	-	-	General Queries	Is site access available for PMRP site visit before bidding?	Bidders can make a preliminary survey of the sites specified in this tender.
74	-	-	General Queries	DG synchronization needed? if Yes, we need DG Details to work out on cost factor	Refer response to query at sr. No. 54 above.
75	-	-	General Queries	Most of the Solar Companies (Financial institutions for investment in Solar under RESCO model) have started recently, hence it is requested to consider only Three years as a tender eligibility	Tender condition prevails.
76	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.	Refer response to query at sr. No. 36 above.

Sr. No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Maha-Metro's Response
77	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.
78	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	Bidder to refer Addendum-1
79	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 Conditions prevail.
80	Section-II	3.4.3. (c)	Bid Capacity	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.	Bidder to refer Addendum-1
81	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 Conditions prevail.
82	Section-IV	6.8.3	In case the subsidy/Incentive (if any) is availed by the Employer the same will be disbursed	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.	Refer response to query at sr. No. 4 above.
83	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.	Tender conditions prevail.
84	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 conditions prevail.
85	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 conditions prevail.
86	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 as per design specification. Inverters are designed for overloading. Not allowing inverter overloading will increase total project cost.	Refer response to query at sr. No. 8 above.
87		General Queries	Metering Point Location	Please clarify metering point location for tariff billing purpose for all sites	Refer response to query at sr. No. 18 above.
88	Section-V	26	Cables: For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi	Can we use XLPE AI Armoured Cable for AC Side Only Justification : This will help in cost optimization and better competitive tariff in bid	Refer response to query at sr. No. 3 above.

Sr. No.	Volume No.	Clause No.	Bid Condition	Bidder's queries	Maha-Metro's Response
89	Section-VII, PPA	7.8	Change in Law	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.	Tender conditions prevail.
90	Section-VII, PPA	14	Assignment & Novation	Request to please allow the assignment in favour of lenders without any consent of Power Purchaser	Tender conditions prevail.
91	-	-	General Queries	1. We would like to inform your goodself that we won a tender of Delhi Metro for 3 MW rooftop solar power project and we successfully executing the same with the submission of PBG for amount of Rs. 36 Lacs for 3 MW Rooftop solar project, while as per the tender No. P1EG -02/2020 dated 08.12.2020 you are asking for submission of PBG after getting the LOA for amount of Rs. 1.79 Crores which is very higher amount while the PBG amount should be only 60 Lacs. . Request you to kindly amend the clause no. 3.17.1 and replace the value of PBG from 1.79 Crores to 0.60 Crore.	Refer response to query at sr. No. 28 above.
92	Section-III	3.27.1	Penalty= (committed generation as per Schedule-IV of PPA – Actual generation during the same period) x (difference of average landed cost of electricity from grid per unit at the end of that year applicable to power purchaser and applicable solar power tariff payable to power producer for that year).	As per the Clause No. 3.27.1 If the power generation is found to be less than the value committed by bidder ,then the bidder will have to pay its penalty. This clause should be removed as you have bank guarantee of Bidder and you should forfeit it from PBG which should be considered the maximum value of Power Generation loss during the life of Project and should not be over and above from the PBG amount i.e. 60 Lacs.	Refer response to query at sr. No. 7 above.
93	Section-II	3.4.2	Technical Eligibility Criteria	We are a Pune based Renewable Energy Developer Company, have Solar PV Project execution experience of more than 30 MW Capacity. However, these Projects have been executed under SPV Structure of our Group Company hence same need to be considered in the Tender.	Tender conditions prevail.
94	Section-II	3.4.3	Financial Criteria	The Financial Criteria is very stringent for 5 MW size of Project. We are a MSME Registered Company, and have executed similar kind of Projects in our other SPV's; hence we request to consider the cumulative Net-worth of Investor + EPC for this Project, so that companies from MSME Sector will get eligible to participate in Tender.	Tender condition Prevail
95	Section-II	3.4.3	N Factor	Considering the readiness of the Metro Stations and Depots from your end, the timeline for Notice to Proceed may get extended beyond one year hence N Factor need to be considered as 1.5 to 2 years.	Bidder to refer Addendum-1
96	Section-II	3,17.1	Bank Guarantee	Actually, the Investor who is funding for the Project generally ask for the Advance Payments / Bank Guarantee etc from the Off-takers, but here the Off-takers have asked for the BG from Investors/EPC. Same need to be reconsidered & corrected in the Tender document. In case if Metro wants to have generation based warrantees, then they can ask the PR Guarantee & Uptime Guarantee from the Investors.	Bidder to refer Addendum-1
97	Section-V	3.26	Metering	As per the current Maharashtra State Govt, Net Metering Policy, the Net ring Approval is restricted up to 1 MW per Consumer, hence 5 numbers of Net Meters need to BE CONSIDERED for installation of 5 MW Project	Refer response to query at sr. No. 36 above.
98	Section-V	3.26	Deemed Generation	Deemed Generation clause need to be incorporated in the Tender Document to avoid the loss of Generation	Refer response to query at sr. No. 15 above.
99	Section-V	General Query	Safety	Considering the Safety aspects during Installation as well as Operation Phase of Solar Plants on Stations & Depots, the Safety requirements need to be specified in the Tender document. Standard Safety Manual to be provided in the Tender, so that EPC's shall be adhere with it.	Bidder to refer clause no. 35 under Section-V
100		General Queries	Synchronization with DG Set	This requirement need to be specified in the Tender.	Refer response to query at sr. No. 54 above.
101		General Queries	Approval from CEIG Dept	As discussed in the pre-bid meeting, it should be specifically mentioned in the Tender Document, that the CEIG Approval for the proposed Project will be in the scope of Pune Metro.	Bidder to refer clause no.4.2 under Section-VII
102	Section-V	3.26	Generation Meter & partial billing facility	As discussed in the pre-bid meeting, it should be clearly mentioned in the Tender Document, that the partial billing facility will be available as against phase wise completed Projects.	Refer Annexure 2 of Addendum , Bidder to refer clause no7.2& 7.5 under PPA Section-VII
103	-	General Queries	Work Permit System	Work Permits System should be clearly defined in the Tender, so that manpower during construction won't get idle at site in waiting for the work permits from Metro.	Bidder to refer clause no.4.2 under Section-VII