

Nagpur Metro Rail Corporation Limited

Tender No. N1EG-04/2016

Name of Work: Design, Engineering, Manufacture, Supply, Storage Civil work, Erection, Testing & Commissioning of the Rooftop Solar PV project including Operation and Comprehensive Maintenance (O&M) of the project in RESCO Model for a period of 25 years after commissioning of projects in METRO BHAWAN of NMRCL (Corporate Office Building of NMRCL

Corrigendum-II

Date: 16.07.2016

Tender No (As uploaded in the e-tender portal- 50

Bidder's queries: Reply to bidder's queries is placed opposite as an Annexure.



General Manager
(Procurement)
NMRCL, Nagpur

Corrigendum 2, Part-A, Bidder's query and clarification/Amendment by NMRCL)

S. No	Page No.	Clause No.	Clause	Query	Clarification/ Amendment
1	22	2.21.1	The Bid Security shall be denominated in Indian Rupees and shall be in any one of the following forms: i. Online by RTGS/NEFT/Credit Card	The bidder should have an option of submitting the bid security in the form of Bank Guarantee. Request you to kindly share the format of the bid bond. The RFP does not mention the return of Bid Security after submission of PBG. Please clarify	Provision for return of bid security included as a new clause 2.21.4. Clause 2.21.4 to be read as- The bid security of all the unsuccessful bidders shall be returned after acceptance of tender. In case of successful bidder, the same shall be returned after furnishing the Performance Bank Guarantee as per clause 2.22.
2	24	2.27.7	The Performance Security initially shall be valid for a minimum period of 24 months from the date of issue of Allocation letter(s). Thereafter PBG shall be extended every year for next one year up to tenure of PPA.	Being a RESCO tender, we as developer have the obligation to perform, as the only source of revenue being the sale of energy we generate. Hence request you to reduce the tenure of PBG to 24 months from the date of allocation ONLY. This also will result in cost implications. In addition as the bidder has to pay a penalty in case the performance decreases, the PBG of validity of 25 years is not justified.	See Corrigendum no 1, item no 10



3	28	Amendment 3.8	Minimum units generated should be 3,30,000 per annum during the whole lifetime of 25 years.	The fixed generation of 3,30,000 mentioned in the amendment translates to an average PLF of 15.03%. This does not take care of the standard derating of the module & would be difficult to maintain for multiple oriented roof. Hence the minimum CUF should be reduced to 12%.	The condition is changed and the productivity of the plant is now envisaged to drop till 83.05% of the initial allowed minimum CUF of 15%, by the end of 25th year. Minimum units generated should be 3,30,000 per annum initially which will subsequently reduce as given below during the whole lifetime of 25 years. This translates into yearly minimum units generation which should be maintained as per the table given below-
Annual Minimum Units					
Year	Units	Year	Units	Year	Units
1	330000	10	306654	19	287249
2	325000	11	304434	20	285170
3	322648	12	302231	21	283106
4	320313	13	300044	22	281057
5	317995	14	297872	23	279023
6	315694	15	295717	24	277004
7	313409	16	293577	25	275000
8	311141	17	291452		
9	308889	18	289343		
4	28	3.9	Penalty = 2 X (committed generation as per Schedule-IV of PPA – Actual generation during the same period) X (Average cost of electricity from grid per unit at the end of that year applicable to power purchaser – applicable solar power tariff payable to power producer for that year).	The penalty should be equal to the actual loss incurred to NMRCL & calculated as per (committed generation as per Schedule-IV of PPA – Actual generation during the same period) X (Average cost of electricity from grid per unit at the end of that year applicable to power purchaser – applicable solar power tariff payable to power producer for that year). The same has been agreed by SECI, DMRC & DJB tenders.	See Corrigendum no 1, item no 4



5	31	3.17.1	The Successful bidder shall not transfer, assign or sublet the work under this contract any substantial part thereof to any other party without the prior consent of NMRCL in writing.	The clause should be amended to provide comfort to the lenders and be amended to "The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party with written intimation to NMRCL."	See Corrigendum 1, item no 11.
6	40	4.14.1	The Bidder shall complete the As per design provided, supply, storage, civil work, erection, testing & commissioning of each project within 9 months from the date of issue of sanction letter.	As the building on which the solar power plant is proposed to be installed is under construction phase, the timeline provided to the bidder for the complete installation & commissioning should be 9 months from the date of issue of LOA or 9 months from the hand over of roof whichever ever is later.	See Corrigendum 1, item no 14.
7	136	Schedule 3	The Depreciation rate is taken as 6.50 % Per Year	As per the RFS clause 3.2 the schedule III will be used for buy back of plant .The buyback price during the 15th year is only 2.5% of the original project cost. If the original cost of the Project was INR 8 Cr./ MW the buyback price will come out to be INR 20 Lakhs/MW during the 15th year. The project at the end of the 15th year can still earn 10 years' worth of additional revenue on the tunes of INR 9 Crore per MW. The Buyback price at any point of time shall ideally be equal to the Net Present Value of the cash flows which the project would	See Corrigendum 1, item no 23. However the buy back by purchaser shall be with mutual consent of the producer. PPA format, purchase option clause No. 3.2 is amended and is to be read as- "So long as a purchaser default shall not have occurred and be continuing, purchaser has the option to purchase, with mutual consent, the system by paying the power producer the purchase price as per the Schedule III to this agreement".



8	DC SLD	ACB 630 A	DC SLD shows ACB 630 SLD	have otherwise earned for the remaining tenure of the PPA. As ACB are used for current above 630 A for better arc quenching and our system is only for 400 A hence the bidder should be allowed to use MCCB.	See item no 20, in Corrigendum 1
9	Array Structure	Pyramid Structure	Structure	As discussed in the amendment 1, request you to kindly share the load bearing capacity & CAD drawings of the pyramid structure.	CAD drg if required shall be provided at the time of award. However it is being designed to take loading up to 40 Kg per square metre.
10	49	5.10 g	The Grid-tie inverter shall be completely compatible with DC PV array power, Grid power and DG (Diesel Genset) power	As DG synchronisation is necessary request you to kindly share the details of the DG.	The DG output is three phase 50 Hz at 415 Volts which is same as the stepped down grid supply
11			DPR	The design of solar plant should be in the scope of bidder and the bidder should be allowed to use different makes and not be restricted to the DPR, SLD, PV syst etc provided.	Design is within scope of work of Bidder. See item no 8, in Corrigendum 1
12		NIT	Date & Time of submission of tender: Online submission up till 16:00 hrs of 20.07.2016 in NMRCL's e-tender portal	We require time for preparation of Bid. Accordingly, we request you to kindly extend the time for submission of tender by atleast two weeks i.e. to 03.08.2016	Date of submission of tender: Online submission up till 16:00 hrs of 03.08.2016 in NMRCL's e-tender portal.
13		NIT	Date & Time of opening of tender: On 22.07.2016 at 16:00 hrs or as decided by the authority at Metro House, 28/2, Anand Nagar, Civil Lines, Nagpur-440 001	We require time for preparation of Bid. Accordingly, we request you to kindly extend the time for submission of tender by atleast two weeks i.e. to 03.08.2016	Date & Time of opening of tender: On 05.08.2016 at 16:00 hrs or as decided by the authority at Metro House, 28/2, Anand Nagar, Civil Lines, Nagpur-440 001



Part B-Addendum

S.No	Clause No.	Existing	To be read as
1	2.9	Deleted	<p>The successful bidder can incorporate a project company (SPV) wherein the bidder itself shall be responsible for getting all required clearances and transferring the name of bidding company to that of the project company. The aggregate share holding of the successful bidder shall not be less than 51% upto a period of 5 years from the date of commissioning of the entire sanction capacity of the project developer.</p> <p>Any transfer after the above 5 years that is significantly going to alter the share holding pattern should attract provisions of clause 3.17.1.</p>




G.M.(P)

