

MUMBAI METRO RAIL CORPORATION LIMITED						
Mumbai Metro Line-3 Project						
Contract No: MM3-CBS-DEP-SOL						
Design, Engineering, Supply, Installation, Testing, Commissioning and Comprehensive Operation & Maintenance of Roof Top Solar PV Project and associated support structure works on RESCO Model for a Period of 25 Years on Aarey Station & Depot Buildings of Mumbai Metro Line -3 (MML-3) Project.						
Response to Bidders' Queries (SET-1)						
Sr No.	Part No. & Section No.	Clause No.	Page No.	Relevant Section/Clause No. and complete description of clause	Queries	MMRC Response
1	Part 1 Section 3	2.3.2	61/295	2.3.2 Average Annual Procurement/Construction Turnover Minimum Average Annual Procurement/ Construction Turnover of INR 15 Crore calculated as total certified payments received for contracts in progress or completed, within the last 03 (Three) financial years ending at 31st March 2024.	We would like to inquire whether relaxation under Clause 2.3.2 concerning Average Annual Procurement/Construction Turnover is applicable for MSEs/Startups, in line with the Government of India's directives. If yes, we would be delighted to participate in the tender, as we are already a registered vendor for UP Metro Rail Corporation and have successfully collaborated with multiple PSUs.	No relaxation in Turnover. Refer ITB 36.
2	Part-II Section 6A: Scope of Work	6.1	123/295	6. METERING AND GRID CONNECTIVITY 6.1. Net metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the MMRC and/or CEA or State Electricity Regulatory Commission or DISCOM in respective area. MMRC could facilitate connectivity, however, the entire responsibility lies with bidder only.	This provision mandates net metering for the said plant in the scope of the Contractor. However, the net metering guidelines in Maharashtra restricts net metering for a single connection upto 1000 Kw. Alternatively, we recommend behind the meter connection at the premises. Here we assume that at any given point of time the total power requirement of the premises is equal to or more than the total AC Capacity of the plant installed. Further it is also recommended to install a reverse power relay at the main connection so that excess power produced by the solar in comparison to the consumption at the site is not fed into the grid. We request you to keep the installation of the reverse power relay in your scope.	Bid Documents conditions prevail. To be finalised during design & engineering stage.
3	Part-III Section 9: Contract Forms	5.2	252/295	5.2 Metering (f)The power producer shall obtain the net metering from discoms for these plants installed. The Joint Meter Reading (JMR) will be done after the receipt of net metering permission.	The project size of 2.8 MWp or revised higher capacity of Approx 5 MWp is not suitable for Net Metering as per policy applicable- hence the project shall be under Behind The Meter. Need to modify the clause accordingly. The Power Purchaser has a purchase option regardless of any default - in such case its not viable for the Power Producer to install project at higher cost and it is a risk that it will be purchased at lower cost considering hte option mentioned in clause 3.2 as Power producer shall be in loss.	Bid Documents conditions prevail. To be finalised during design & engineering stage.
4				extra points required in PPA	Purchaser will not provide/construct any structure within its Premises or around its premises which shades the solar panels effecting the generation of the energy during the Agreement period.	Refer Addendum No. 1, Sr. No.2
5	Part-III Section 9: Contract Forms	5.3	253/295	(b) Roof Repair and other System Disruptions The developer is responsible for the waterproofing of the roof disturbed/pierced for installation of Rooftop solar Power System for the Whole O&M period (25 Years). To ensure the water proofing a third party inspection jointly with power producer and power purchaser will be conducted annually. The developer should immediately take necessary action to repair any damage to the water proofing. MMRC may impose suitable penalty for the delay caused to resolve the issue.	The cost of third party inspection to be borne by Purchaser need to be added in the PPA clause and amended accordingly	Refer Addendum No. 1, Sr. No. 3 (To ensure the water proofing a joint inspection by power producer and power purchaser will be conducted annually).
6	Part-III Section 9: Contract Forms			extra clause for relocation to be added	8.3 (k)Relocation - If one or more of the Solar Power Plant panels needs to be temporarily moved or its generation suspended, for any other reason requested by the Power Purchaser, the Power Purchaser will be responsible for pre-agreed costs on actuals only, arising from moving, disassembling and re-installing/ commissioning the Solar Power Plant, as agreed between the Parties. The Power Producer will be responsible for providing detailed documentary proof of the actual pre-agreed costs borne for such relocation/disassembling. Within 30 days of these satisfactory documents being provided by the Power Producer, the Purchaser shall reimburse these pre-agreed expenses in full, and delayed payment beyond the date mentioned above will attract Late Payment charges as described in Clause 7.6. During any interruption in generation during such relocation, the Purchaser will continue to be billed as per Deemed Generation, during the period of interruption, for the affected Solar Power Plant(s).	Refer Addendum No. 1, Sr. No. 4
7	Part-III Section 9: Contract Forms		274/295	Schedule III (Purchase Price) Initial Cost: - Cost quoted by the bidder or total cost calculated as Rs 3.6 Cr per MWp without GST whichever is lower. The Depreciation rate is taken as 6.50 % Per Year. **	3.6 Crores is very low cost considered as Purchase Price for system, considering the overall scope in the tender document. Depreciation of 4% at the end of every year on Book Value (Initial Cost) such that the residual value should be zero at the end of 25 years is the standard followed.	Bid Documents conditions prevail.

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8	Part-III Section 9: Contract Forms		276/295	Schedule V Governmental Approvals 1.To be obtained by the Power Producer. All approvals including approvals/consents required under local regulations, building codes and approvals required from the Distribution Utility etc relating to installation and operation of the System (including the government incentives/subsidies available for the Project) and generation and supply of solar power from the Project.	The government subsidies are not applicable for this project so need to be deleted and removed from clause.	Bid Documents conditions prevail.
9	Part-III Section 9: Contract Forms	12.1 (a) (iv)	261/295	(iv)Purchaser's The successful bidder shall be responsible for the energy generation of the Solar PV power plant for the whole O&M period of 25 years. If in any year of the term of agreement the energy generation is found to be less than the value committed by successful bidder through Schedule IV of PPA (calculated on the basis of minimum CUF of 13% with acceptable degradation values of 1% annually, a penalty amount as per formula below will be imposed to successful bidder. If successful bidder is unable to pay the penalty in the stipulated time (i.e. 30 Days), the same will be deducted from the subsequent bills and the balance amount will be paid to the bidder. 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 of 2 times cannot be agreed, as recovering the loss of actual savings shall be the intent from Purchaser. We shall request to delete 2 times of savings and consider only the savings to amend the clause accordingly.	Refer Addendum No. 1, Sr. No. 5 Penalty = 1 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).
10	Part-II Section 6B: Technical Specification	1.1.2 g.iv	133/295	I-V (Current – Voltage) curves at STC (standard test conditions) should be provided by bidder.	We suggest that the I-V curves for a sample 10-20 modules shall be provided. To be modified accordingly	Refer Addendum No. 1, Sr. No.6 I-V (Current – Voltage) curves at STC (standard test conditions) for 10% of each manufacturing lot shall be provided by bidder.

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11	Part-II Section 6B: Technical Specification	2 (a)	134/295	Hot dip galvanized MS mounting structures (with 1000 gm/m ² zinc mass coating) or Aluminium may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum irradiation.	A combination of HDG, Galvalume and Aluminium as per requirement shall be used.	To be finalised during design & engineering stage.
12	Part-II Section 6B: Technical Specification	2 (b)	134/295	The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed. It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to MMRC in compliance to standards governing, as on date like IS-875, NBC etc. Suitable fastening arrangement such as grouting and clamping should be provided to secure the installation against the specific wind speed.	Please remove the clause of certification from recognized lab/institution. If required, certification from chartered engineer for the same may be submitted. Module mounting design for similar profile of roofs will be standard. Bidder will share module mounting structure analysis report with UDL on roof of metro sheds/Depot RCC buildings. Certification of strength of civil structure of metro stations and depot building should not be included in scope of bidder.	Refer Addendum No. 1, Sr. No. 7 The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed. It may be ensured that the design has been certified by a recognized Lab/ Institution/ Certified Structural Engineer in this regard and submit wind loading calculation sheet to MMRC in compliance to standards governing, as on date like IS-875, NBC etc.
13	Part-II Section 6B	2 (g)	134/295	The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m ² .	Please revise the load-bearing capacity for RCC roof to 75 kg/sq-m.	Refer Addendum No. 1, Sr. No. 8 The total load of the structure (when installed with PV modules) on the PEB shed should be less than 60 kg/m ² and less than 75kg/m ² for RCC roof.
14	Part-II Section 6B				Minimum 75 mm clearance to be allowed for Metal shed b/w sheet and module.	To be finalised during design & engineering stage.
15	Part-II Section 6B: Technical Specification	3	134/295	JUNCTION BOXES (JBs) a) The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands. b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry with single compression cable glands, provision of earthings. It should be placed at 5 feet height or above for ease of accessibility. c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / surge arrestors, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups. d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.	JBs are not required for the currently available string inverters as there is in-built isolation feature	To be finalised during design & engineering stage.
16	Part-II Section 6B	4	135/295	AC DISTRIBUTION PANEL BOARD (ACDB)	Can AC Distribution Panel Board (ACDB) have Aluminium Busbars with suitable current rating?	Bid Documents conditions prevail.
17	Part-II Section 6B: Technical Specification	5	136/295	5. DPCU/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). b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.	Requesting to allow PCU array size ratio to be 1:1.4 (AC: DC overloading)	Bid Documents conditions prevail. To be finalised during design & engineering stage.
18	Part-II Section 6B: Technical Specification	5	136/295	5 DPCU/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). b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.	In case net metering is not possible, MMRC to ensure consumption of 100% solar power. Provision of RPR at grid in-comer side will not be in scope of bidder.	Bid Documents conditions prevail. To be finalised during design & engineering stage.

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19	Part-II Section 6B: Technical Specification	7	137/295	INTEGRATION OF PV POWER WITH GRID: The output power from SPV would be fed to the inverters which convert DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization and availing net metering connection from Discom. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.	4-pole switch shall be provided prior to interconnection with client's LT panel for each inverter. No extra isolation/disconnect switch shall be in Amp's scope.	Bid Documents conditions prevail. Details to be finalised during design & engineering stage.
20	Part-II Section 6B: Technical Specification	8A(xv)	139/295	Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.. All instantaneous data shall be shown on the laptop screen. Two laptops with latest configuration for this purpose shall be provided by the developer to MMRC.	PC will not be in bidder's scope	Bid Documents conditions prevail.
21	Part-II Section 6B: Technical Specification	8A(xvi)	139/295	Provision for Internet monitoring and download of data shall be also incorporated.	Shall be offered through GPRS enabled Sim cards. In case of network jammers/network issues, the client shall intimate beforehand.	Bid Documents conditions prevail.
22	Part-II Section 6B: Technical Specification	8A(iv)	138/295	Temperature: Temperature probes for recording the Solar panel temperature and ambient temperature to be provided complete with readouts integrated with the data logging system	Irradiance Pyranometer have the feature to monitor the module temperature also, please confirm if we can use/separate module temperature sensor is required?	Bid Documents conditions prevail. Details to be finalised during design & engineering stage.
23	Part-II Section 6B: Technical Specification	8A(v)	138/295	Wind: Wind sensors for recording wind speed to be provided at the sites.	Please remove requirement of wind sensor	Bid Documents conditions prevail.
24	Part-II Section 6B: Technical Specification	8A(xvi)	139/295	Provision for Internet monitoring and download of data shall be also incorporated.	Web based remote monitoring shall be offered. The client to ensure their own internet and monitoring screens for the same.	Bid Documents conditions prevail.
25	Part-II Section 6B: Technical Specification	12.3(b)	141/295	b) A manual disconnect 4 pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.	4-pole switch shall be provided prior to interconnection with client's LT panel for each inverter. No extra isolation/disconnect switch shall be in Amp's scope.	Bid Documents conditions prevail. Details to be finalised during design & engineering stage.
26	Part-II Section 6B: Technical Specification	13(i)	141/295	CABLES: - Cables of appropriate size to be used in the system shall have the following characteristics: i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards	Please include IS 7098-1 for XLPE insulated Aluminium cables	Refer Addendum No. 1, Sr. No. 9 CABLES: - Cables of appropriate size to be used in the system shall have the following characteristics: i. Shall meet IEC 60227/IS 694/ IS7098, IEC 60502/ IS1554/ EN50618 Standards
27	Part-II Section 6B: Technical Specification	13(i)	141/295	CABLES: - Cables of appropriate size to be used in the system shall have the following characteristics: i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards	DC cables shall be as per EN50618	Refer Addendum No. 1, Sr. No. 9 CABLES: - Cables of appropriate size to be used in the system shall have the following characteristics: i. Shall meet IEC 60227/IS 694/ IS7098, IEC 60502/ IS1554/ EN50618 Standards
28	Part-II Section 6B: Technical Specification	13(ix)	142/295	Multi Strand, Annealed high conductivity copper conductor with XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below. Cables for AC power from inverters to combiner Box/ACDB of MMRC shall be of Copper conductor only however, cables from combiner box/ACDB to LT Panel of MMRC can be of Aluminium conductor.	Cable type from inverter to ACDB should be aluminium type and as per Inverter OEM recommendations	Bid Documents conditions prevail.

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29	Part-II Section 6B: Technical Specification	13(ix)	142/295	Multi Strand, Annealed high conductivity copper conductor with XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below. Cables for AC power from inverters to combiner Box/ACDB of MMRC shall be of Copper conductor only however, cables from combiner box/ACDB to LT Panel of MMRC can be of Aluminium conductor.	DC cables flexible copper as per EN 50618 and AC cables are Aluminium-armoured as per IS 7098-1	Bid Documents conditions prevail.
30	Part-II Section 6B: Technical Specification	13(xi)	142/295	The size of each type of DC cable selected shall be based on minimum voltage drop, however, the maximum drop shall be limited to 2%. xii. The size of each type of AC cable selected shall be based on minimum voltage drop, however, the maximum drop shall be limited to 2%.	Please allow for 2.5% AC voltage drop losses from Inverter o/p to LT Panel	Bid Documents conditions prevail.
31	Part-II Section 6B: Technical Specification				For all individual station's/depot to be allowed at LT (415 V) evacuation, requisite spare breaker and electrical infrastructure at evacuation point(s) to be provided by MMRC	Refer Attachment-1 to Addendum No. 1 sr no 10 for Single Line Diagram for Power evacuation at Station ASS-27, OCC ASS-1 & Depot ASS-2.
32	Part-II Section 6B: Technical Specification				MMRC to clearly specify LT evacuation point for each location.	Refer Attachment-1 to Addendum No. 1 sr no 10 for Single Line Diagram for Power evacuation at Station ASS-27, OCC ASS-1 & Depot ASS-2.
33	Part-II Section 6B: Technical Specification				MMRC to ensure evacuation of each solar plant at same building, maximum distance of evacuation point from solar AC combiner box (ACDB) should not be more than 150 meter for each site/station.	Refer Attachment-1 to Addendum No. 1 sr no 10 for Power evacuation at Station ASS-27, OCC ASS-1 & Depot ASS-2.
34				General extra suggestion	MMRC to provide permanent access to roof at each site/station	Noted.
35				General extra suggestion	Can we connect the Solar Earthing System to MMRC existing earthing?	Details to be finalised during design & engineering stage.
36				General extra suggestion	MMRC will allow existing cable tray at site to be used to lay/route the AC cable from ACCB to LT Panel point?	Bidders have to provide cable tray as mentioned in Interface document.
37				General extra suggestion	Please specify the pressure at which water supply will be available at the tapping point provided by MMRC at each site/station. Also kindly specify the arrangement available at each site to maintain the water pressure in the line after tapping water for solar operation and maintenance.	Water tap is provided at each site supplied by overhead water tank.
38				General extra suggestion	Spare Feeder details of all sites/stations and depots.	Refer Attachment-1 to Addendum No. 1 sr no 10 for Power evacuation at Station ASS-27, OCC ASS-1 & Depot ASS-2.
39				General extra suggestion	Plan View, Elevation View, Master Layout and SLD of all sites/stations and depots.	Refer Bid documents SECTION-6D REFERENCE DOCUMENTS (BID DRAWINGS)
40				For large PV system (Above 100 kW) for commercial installation having large load, the solar power can be generated at low voltage levels and may be connected to selected 415 V LT/33 kV HT panel of MMRC. The transformers and associated switchgear would require to be provided by the SPV bidders. Connection on LT/HT panel of MMRC is in the scope of Developer. c) Similarly, for Solar PV systems, the power has to be transmitted by the SPV bidders to the nearest LT Panel available with sufficient rating for complete evacuation or new panel of required rating to be provided as above.	For all individual station's/depot/track to be allowed at LT (415 V) evacuation, requisite spare breaker and electrical infrastructure at evacuation point(s) to be provided by Purchaser. Purchaser to clearly specify LT evacuation point for each location. Purchaser to ensure evacuation of each solar plant at same building, maximum distance of evacuation point from solar combiner box should not be more than 150 meters.	Refer Attachment-1 to Addendum No. 1 sr no 10 for Power evacuation at Station ASS-27, OCC ASS-1 & Depot ASS-2.
41				General extra suggestion	Safe Store room to be provided by client for the same.	Noted.

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42	Section 9 -Contract Forms	2	249/295	"Effective Date" means the date of commencement.	Proposed Modifications Effective Date means the date of signing this Agreement Remarks: Date of commencement is unclear so we propose to make the agreement effective from the date the Parties affix their signatures to the Agreement.	Refer Addendum No. 1, Sr. No.11 "Effective Date" means the date of signing the CONTRACT AGREEMENT. Completion period - Completion period for Design, Engineering, Supply, Installation, Testing, and Commissioning of Roof Top Solar PV shall be 12 months from the Effective Date (Date of signing the CONTRACT AGREEMENT).
43	Section 9 -Contract Forms	3.1	249/295	The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser free of cost.	Proposed Modifications: The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser at a nominal value of Re.1.	Refer Addendum No. 1, Sr. No. 12 The term of the Agreement shall commence on the Effective Date and shall continue for twenty five (25) years from the Commercial Operations Date (the "Term"), unless and until terminated earlier pursuant to the provisions of the Agreement. After the Term, the ownership of the System shall be transferred to the Purchaser at a nominal value of Rs. 1/-
44	Section 9 -Contract Forms	3.2	250/295	So long as a Purchaser Default shall not have occurred and be continuing, Purchaser has the option to purchase the System by paying the Power Producer the Purchase Price as per Schedule III to this Agreement. To exercise its purchase option, the Purchaser shall, not less than Ninety (90) days prior to the proposed Purchase Date, provide written notice to the Power Producer of Purchaser's intent to exercise its option to purchase the System on such Purchase Date. In the event Purchaser confirms its intention to exercise the purchase option in writing to the Power Producer, (i) Purchaser shall pay the applicable Purchase Price to the Power Producer on the Purchase Date, such payment to be made in accordance with any written instructions delivered to Purchaser by the Power Producer for payments under the Agreement, and (ii) the Parties shall promptly execute all documents necessary to (A) cause title to the System to pass to Purchaser on the Purchase Date, free and clear of all liens, and (B) assign all vendor warranties for the System to Purchaser. Upon execution of the documents and payment of the applicable purchase price, in each case as described in the preceding sentence, the Agreement shall terminate automatically, and the Purchaser shall become the owner of the System. Upon such an event, the Power Producer shall offer its operations and maintenance ("O&M") services to the Purchaser and the Parties may enter into an O&M agreement in this regard. The terms and conditions of the O&M agreement will be negotiated in good faith between the Parties.	Proposed Modifications: 2.2 to be deleted.	Bid Documents conditions prevail.
45	Section 9 -Contract Forms	4.1 (b)	250/295	4.1 Installation Work (b)The Power Producer shall have access as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.	Proposed Modifications: 4.1 Installation Work (b)The Power Producer shall have access from the Effective Date as reasonably permitted by the Purchaser to perform the Installation Work at the Premises in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical. The Buyer acknowledges that a reasonable level of construction noise and movement of materials and personnel is to be expected at the Premises for such duration that installation, maintenance or operational work is being performed on the System.	Bid Documents conditions prevail.

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46	Section 9 -Contract Forms	4.1(e)	250/295	(e)Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed (c) carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Plant during construction and operation period of the Project. In case any damages are caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good / rectified by the Power Producer at their cost. In case of making good the payment for damages, the computation of damages made by Purchaser shall be final and binding.	Proposed Modifications: Unless otherwise agreed between the Parties, the Power Producer shall not do (a) chipping of rooftop; or (b) water proofing of roof to be disturbed (c) carry out any other modification of the Premises without the written consent of the Purchaser. The Power Producer shall maintain general cleanliness of area around the Plant during construction and operation period of the Project. In case any damages are caused to the equipment / facilities owned by the Purchaser due to the Power Producer, the same shall be made good / rectified by the Power Producer at their cost as per actuals.	Bid Documents conditions prevail.
47	Section 9 -Contract Forms	4.1(d)	250/295	The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). If the Purchaser has any objection/ recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) days of the date of submission of the Shop Drawings. Any delay will extend the effective date and such approval shall not be unreasonably withheld.	Proposed Modification: The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). If the Purchaser has any objection/ recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) days of the date of submission of the Shop Drawings. Any delay will extend the Scheduled Completion Date and such approval shall not be unreasonably withheld.	Bid Documents conditions prevail.
48	Section 9 -Contract Forms	4.1(g)	250/295	Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project / Commissioning of the Project within 12 Months from the date of issue of commencement date. ("Scheduled Completion Date") Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.	Proposed Modifications: Subject to any punch-list items which shall be agreed by the Purchaser as not being material to completion of the Project, the Power Producer agrees that it shall achieve the completion of the Project / Commissioning of the Project within 12 Months from the Effective Date. ("Scheduled Completion Date") Purchaser shall ensure that sufficient load is available at the Delivery Point to ensure synchronization and drawl of power from System.	Refer Addendum No. 1, Sr. No.11 "Effective Date" means the date of signing the CONTRACT AGREEMENT. Completion period - Completion period for Design, Engineering, Supply, Installation, Testing, and Commissioning of Roof Top Solar PV shall be 12 months from the Effective Date (Date of signing the CONTRACT AGREEMENT).
49	Section 9 -Contract Forms	11.3	261/295	If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons specified in Article 11 and 12.2 (Force Majeure or Purchasers Default), the Power Producer or its contractor shall pay to MMRC genuine pre- estimated liquidated damages for the delay in such commencement of supply of Solar Power as per the clause of the MMRC Bidding document appended as Schedule-VII to this Agreement.	Proposed Modifications: If the Power Producer is unable to commence supply of Solar Power to the Purchaser by the Scheduled Completion Date, other than for the reasons of Force Majeure, Change in Law or any other reason attributable to the Purchaser, the Power Producer or its contractor shall pay to the Purchaser genuine pre- estimated liquidated damages for the delay in such commencement of supply of Solar Power for maximum of 180 days. ("Liquidated Damages") Liquidated Damages shall be calculated in following manner: Discom Tariff – Solar Power Payment for System * estimated generation equivalent to number days of delay. Liquidated Damages shall be payable for maximum 180 (One Hundred and Eighty) days. In case of failure of achieving Commercial Operation Date within 180 days, Parties can agree on maximum extension of 60 (sixty) days to achieve Commercial Operation Date based on the construction progress of System or Purchaser can terminate the Agreement without any financial liability to Power Producer.	Bid Documents conditions prevail.

Design, Engineering, Supply, Installation, Testing, Commissioning and Comprehensive Operation & Maintenance of Roof Top Solar PV Project and associated support structure works on RESCO Model for a Period of 25 Years on Aarey Station & Depot Buildings of Mumbai Metro Line -3 (MML-3) Project.

Response to Bidders' Queries (SET-1)

Sr No.	Part No. & Section No.	Clause No.	Page No.	Relevant Section/Clause No. and complete description of clause	Queries	MMRC Response
50	Section 9 -Contract Forms	5.3	253/295	In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production, and such events attributable to Purchaser except Force Majeure, then, in either case, Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and (ii) continue to make all payments for the Solar Power during such period of System disruption (for continuous 24 generating hrs.) (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding twelve (12) months or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation ("Deemed Generation"). Power producer shall inform about the disruption or outage in System production, for reasons attributable to Purchaser in writing with date and time of such occurrence, and purchaser's liability shall start from the date of intimation of disruption or outage in system production, on account of purchaser.	Proposed Modifications: In the event that (a) the Purchaser repairs the Premises' roof for any reason not directly related to damage, if any, caused by the System, and such repair requires the partial or complete temporary disassembly or movement of the System, or (b) any act or omission of Purchaser or Purchaser's employees, Affiliates, agents or subcontractors (collectively, a "Purchaser Act") results in a disruption or outage in System production or deviation in power quality parameter, release of effluents/fumes on the System, power outage or excessive heating at the Premises, and such events attributable to Purchaser except Force Majeure, then, in either case, Purchaser shall (i) pay the Power Producer for all work required by the Power Producer to disassemble or move the System and (ii) continue to make all payments for the Solar Power during such period of System disruption (for the actual period for which the System was not able to produce electricity) (the "Disruption Period"). For the purpose of calculating Solar Power Payments and lost revenue for such Disruption Period, Solar Power shall be deemed to have been produced at the average rate over the preceding twelve (12) months or, if the disruption occurs within the first twelve (12) months of operation, the average over such period of operation ("Deemed Generation"). Power producer shall inform about the disruption or outage in System production, for reasons attributable to Purchaser in writing with date and time of such occurrence, and purchaser's liability shall start from the date of intimation of disruption or outage in system production, on account of purchaser.	Bid Documents conditions prevail.
51	Section 9 -Contract Forms	7.1	254/295	The Power Producer will bill the Purchaser for each kWh metered as above at the Delivery Point, at the Tariff prevailing at that point of time.	Proposed Modifications: The Power Producer will bill the Purchaser for each kWh metered as above at the Delivery Point, at the Tariff.	Refer Addendum No. 1, Sr. No. 17 The Power Producer will bill the Purchaser for each kWh metered as above at the Delivery Point, at the Tariff.
52	Section 9 -Contract Forms	7.2	254/295	Invoice The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.	Proposed Modifications: The Power Producer shall invoice Purchaser by the 7th day of each month (each, an "Invoice Date"), commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month. The last invoice shall include production only through the Expiration Date of this Agreement.	Bid Documents conditions prevail.
53	Section 9 -Contract Forms	7.4	255/295	Time of Payment Employer /Purchaser shall pay all amounts due hereunder thirty (30) days after the date of the receipt of the invoice in employer's office ("Due Date").	Proposed Modifications: Time of Payment Purchaser shall pay all amounts due hereunder thirty (30) days after the date of the receipt of the invoice in Purchaser's office or by email ("Due Date").	Bid Conditions prevails Refer Addendum No. 1, Sr. No. 16 Employer means Purchaser Contractor means Power Producer
54	Section 9 -Contract Forms	7.5	255/295	Method of Payment The Contractor shall take necessary clearance/exemption and registration certificate for Income Tax/Other Taxes including custom duties /GST, as applicable.	Proposed Modifications: Method of Payment The Power Producer shall take necessary clearance/exemption and registration certificate for Income Tax/Other Taxes including custom duties /GST, as applicable.	Bid Conditions prevails Refer Addendum No. 1, Sr. No. 16 Employer means Purchaser Contractor means Power Producer
55	Section 9 -Contract Forms	7.6	255/295	Late Payment The employer shall not withhold payment of any part of an invoice for any amount properly due to the Contractor unless all the costs incurred by the employer above have been established and all documents, information, calculations and other deliverables necessary to enable the employer to complete the Services have been received. In case the payment of any bill for charges payable under this contract is delayed beyond a period of 30 days from the date of presentation of bills by contractor, a late payment surcharge at the rate of 1.0% per month of certified bill amount shall be levied by the Power producer. The Currency of Payment shall be Indian Rupees only.	Proposed Modifications: Late Payment The Purchaser shall not withhold payment of any part of an invoice for any amount properly due to the Power Producer. In case the payment of any bill for charges payable under this contract is delayed beyond a period of 30 days from the date of presentation of bills by Power Producer, a late payment surcharge at the rate of 1.5% above the SBI PLR per annum of certified bill amount shall be levied by the Power Producer. The Currency of Payment shall be Indian Rupees only.	Bid Conditions prevails Refer Addendum No. 1, Sr. No. 16 Employer means Purchaser Contractor means Power Producer

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Response to Bidders' Queries (SET-1)

Sr No.	Part No. & Section No.	Clause No.	Page No.	Relevant Section/Clause No. and complete description of clause	Queries	MMRC Response
56	Section 9 -Contract Forms	7.8 (vi)	255/295	7.8 Change in Law (vi) The change in the rate of any existing tax will not be considered change in law.	Proposed Modifications: 6.8 Change in Law (vi) The change in the rate of any existing tax will not be considered change in law unless it has a direct or indirect impact on the setting up of the System, cost of generation or supply or the cost of operation or maintenance of the Project.	Refer Addendum No. 1, Sr. No. 18 Deleted (vi) The change in the rate of any existing tax will not be considered change in law.
57					Proposed Modifications: 6.9. Payment Security: 6.9.1 Not later than Thirty (30) days prior to the Scheduled Completion Date, Purchaser shall submit an on-demand, irrevocable, unconditional bank guarantee in favour of the Power Producer from a scheduled bank for an amount equivalent to 2 months' billing value, in accordance with this Clause ("Bank Guarantee") valid for the Term, to be made operative from a date prior to the COD. The Bank Guarantee shall be replaced/renewed by Purchaser within a period of 10 (ten) days from the day the same is invoked by the Power Producer or not later than 30 (days) prior to its expiry. All costs relating to such Bank Guarantee shall be borne by Purchaser. 6.9.2 In the event that any part of the payment of the Monthly Invoice is not made by Purchaser within fifteen [15] days of the Due Date of Payment, pursuant to this Clause 6.9, the Power Producer shall have the right to encash the Bank Guarantee for the unpaid amount of the invoice, and accordingly the bank shall pay without any reference or instructions from Purchaser, an amount equal to the unpaid portion of such Monthly Invoice or part thereof, including any Late Payment Surcharge, if applicable. The Power Producer shall encash the Bank Guarantee, by presenting to the scheduled bank referred to above, a copy of the Monthly Invoice that has remained unpaid by Purchaser, along with the calculation of the Late Payment Surcharge, if applicable. This right of encashment of Bank Guarantee shall not apply in case of a disputed invoice. 6.9.3 In the event of encashment of the Bank Guarantee by the Power Producer, Purchaser shall restore the amount of the Bank Guarantee prior to next Due Date of Payment. Other detailed modalities regarding operation and maintenance of the Bank Guarantee shall be mutually decided by the Parties.	Bid Documents conditions prevail.
58	Part-III Section 9: Contract Forms	8.3(i)	258/295	Water – Power Producer shall arrange water, as per the requirements of the Power Producer, for periodic cleaning of the solar panels. If water is available with MMRC, the raw water connection point may be provided by MMRC at site. Power Producer obtains water by providing and laying pipes etc, from nearest water connection point made available. Water for cleaning of solar panels shall be made available to developer at chargeable basis. If water is not available with MMRC, the developer has to arrange water for cleaning of solar panels.	Proposed Modifications: PPA requires the Power Producer to arrange water for cleaning solar panels, if not available with MMRC. The premises belong to the Purchaser, hence it would be feasible for installation that Purchaser provides water at the site. Water requirement shall be fulfilled by MMRC, or additional cost for such arrangement by the Power Producer shall be provided over and above the tariff.	Refer Addendum No. 1, Sr. No. 13 Water – MMRC will provide the raw water free of cost at an existing source(s) at the premise/site as per availability. The arrangement for conveyance of water at required location shall be made by Power Producer at his own cost. The Power Producer have to install water meter at each site for measuring the water consumed and the information to be shared every month with MMRC.
59	Part-III Section 9: Contract Forms	9.2	259/295	Representations regarding Security Interest Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. Alternatively, the Power Producer may assign all its rights and liabilities w.r.to system under this Agreement to a Financing Party with prior consent of the Purchaser, such that the Financing Party becomes the owner of the System	Proposed Modifications: Representations regarding Security Interest Purchaser has been advised that part of the collateral securing the financial arrangements for the System may be the granting of a first priority perfected security interest (the "Security Interest") in the System to a Financing Party. Alternatively, the Power Producer may assign all its rights and liabilities w.r.to System under this Agreement to a Financing Party without prior consent of the Purchaser but with prior intimation, such that the Financing Party becomes the owner of the System or substitutes the Power Producer with another power producer for the remaining Term of the Agreement.	Bid Documents conditions prevail.

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Response to Bidders' Queries (SET-1)

Sr No.	Part No. & Section No.	Clause No.	Page No.	Relevant Section/Clause No. and complete description of clause	Queries	MMRC Response
60					Proposed Modifications: Force Majeure Force Majeure shall also include non-grant of approval to operate or develop a solar power plant in the State of Maharashtra by the concerned Governmental Instrumentality or any delay in grant of any government approval, for reasons beyond the control of Power Producer, which is critical for the project. In the event of a delay in grant of any government approval, for reasons beyond the control of Power Producer, the Scheduled Completion Date shall automatically extend by such number of days as the delay.	Bid Documents conditions prevail.
61	Part-III Section 9: Contract Forms	11.3	260/295	Termination as a Consequence of Force Majeure Event If a Force Majeure Event shall have occurred that has affected the Power Producer's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then Purchaser shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the Power Producer. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination), and the provisions of Clause 3.2 (Purchase Option) shall be inapplicable.	Proposed Modifications: Termination as a Consequence of Force Majeure Event If a Force Majeure Event shall have occurred that has affected the Parties performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then the Parties may mutually decide to further extend the timelines of the force majeure event. In case the Parties fail to agree on a mutually agreeable date, the either Party shall be entitled to terminate the Agreement without any liability to the other (other than any such liabilities that have accrued prior to such termination).	Bid Documents conditions prevail.
62	Part-III Section 9: Contract Forms	17.8 (c)	268/295	(c)All Disputes relating to this Agreement or any issue whether arising during or after the completion thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a sole conciliator appointed/nominated by Director project/any other director of Purchaser on receipt of such requests from either party. The conciliator shall make the settlement agreement after the Parties reach agreement and shall give an authenticated copy thereof to each of the Parties.	Proposed Modifications: (c) All Disputes relating to this Agreement or any issue whether arising during or after the completion thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a sole conciliator appointed/nominated by both Parties on receipt of such requests from either party. The conciliator shall make the settlement agreement after the Parties reach agreement and shall give an authenticated copy thereof to each of the Parties	Bid Documents conditions prevail.
63	Part-III Section 9: Contract Forms	12.1 (a)	261/295	12.1 Power Producer Defaults and Purchaser Remedies (ii) Failure to achieve Commissioning of the System within 1 year of the Effective Date	Proposed Modifications: (ii) To be deleted.	Bid Documents conditions prevail.
64	Part-III Section 9: Contract Forms	12.1 (b)	262/295	b. Purchaser's Remedies (ii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Lenders shall have the right to seek substitution of the Power Producer by a Selectee for the residual period of this Agreement for the purpose of performing the obligations of the Power Producer. Such substitution of the Power Producer by a Selectee shall be as per the procedure prescribed in Schedule VI to this Agreement and prior approval of MMRC. Selectee as aforesaid shall have the required qualification and experience as prescribed under the Contract:..... dated (iii) In the event the Lender's total debt obligations have been completely satisfied at the time of issue of Purchaser's Preliminary Default Notice and upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Purchaser may terminate this Agreement by serving a fifteen (15) days notice to the Power Producer ("Purchaser Termination Notice"). (v) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice toward compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of two (2) years following the termination, considered on normative capacity utilization factor.	Proposed Modifications: Purchaser's Remedies (ii) To be deleted (iii) Upon the occurrence and continuation of Power Producer Default and the failure by the Power Producer to cure such default within the applicable cure period specified in this Article, the Purchaser may terminate this Agreement by serving a fifteen (15) days notice to the Power Producer ("Purchaser Termination Notice"). (v) Upon the delivery of the Purchaser Termination Notice, this Agreement shall stand terminated. The Power Producer shall have the liability to make payment within sixty (60) days from the date of Purchaser Termination Notice toward compensation to Purchaser equivalent to the difference between the Tariff and the grid rate notified by the relevant Government Authority for that point in time multiplied by the estimated Solar Power generated for a period of one(1) year following the termination, considered on normative capacity utilization factor.	Bid Documents conditions prevail.

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Response to Bidders' Queries (SET-1)

Sr No.	Part No. & Section No.	Clause No.	Page No.	Relevant Section/Clause No. and complete description of clause	Queries	MMRC Response
65	Part-III Section 9: Contract Forms				Proposed Modifications: (iv) Breach of any of the representations and warranties as provided under this Agreement (v) Inability to offtake power as required under this Agreement	Bid Documents conditions prevail.
66	Part-III Section 9: Contract Forms	Proposed Addition			Proposed Modifications: Proposed Addition - 12.4 Further, it is clarified that, except as provided Termination Payment and Purchase Price, the Parties agree and acknowledge that the overall liability of the Power Producer under this Agreement, alone or in the aggregate, including any claims or loss in connection with their obligations under this Agreement, arising or occasioned howsoever hereunder, shall be limited to twelve months savings of the Purchaser. The cap on liability of the Purchaser shall be maximum of twelve months revenue of the Power Producer.	Bid Documents conditions prevail.
67	Part-III Section 9: Contract Forms	14.1	264/295	Assignment by Power Producer (a)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. Such person as aforesaid must have the required qualification and experience as prescribed under the Contract:-	Proposed Modifications: Assignment by Power Producer (a)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 Affiliates or Financing Party as collateral security in connection with any financing of the System, without the prior consent of the Purchaser but with prior intimation, provided that such person agrees in writing to be bound by the terms of this Agreement. Such person as aforesaid must have the required qualification and experience as prescribed under the Contract.	Bid Documents conditions prevail.
68	Part-III Section 9: Contract Forms	14.1	264/295	Assignment by Purchaser Purchaser may assign the Agreement or any interest therein to any Person provided that such Person agrees in writing to be bound by the terms of this Agreement, without the Power Producer's prior written consent. The Purchaser shall provide prior intimation to the Power Producer of any Assignment pursuant to this clause.	Proposed Modifications: Assignment by Purchaser Purchaser may assign the Agreement or any interest therein to any Person provided that such Person agrees in writing to be bound by the terms of this Agreement, and the Purchaser obtains the Power Producer's prior written consent, which shall not be unreasonably withheld.	Bid Documents conditions prevail.
69	Section-07- General Conditions of Contract	21.1	228/295	21.1 COMMISSIONING / COMPLETION CERTIFICATE Application for completion/commissioning certificate: When the Contractor fulfils his obligation under the Contract, he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall normally issue to the Contractor the Completion Certificate within one month after receiving any application from the Contractor after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents.	We request for 1 weeks period for commissioning certificate as 30 days is too long period. Our financial disbursement is delayed in such case.	Bid Documents conditions prevail.
70	Section-07- General Conditions of Contract	21.2	228/295	21.2 Early Commissioning The Solar Power Generator shall be permitted for full commissioning as well as part commissioning of the Project even prior to the commissioning Date. In cases of early part commissioning, till commissioning Date, the Procurer may purchase the generation till commissioning Date, at 75% (seventy-five per cent) of the PPA tariff. However, in case the entire capacity is commissioned prior to commissioning Date, the Procurer may purchase the generation at PPA Tariff.	request to remove this clause - in case of early commissioning Power Producer is in loss due to power cost reduction by 25%. Rather Power producer should be appreciated by paying as per actual agreed tariff which will encourage to install the system faster.	Refer Addendum No. 1, Sr. No. 14 Deleted Clause 21.2 (Early Commissioning)

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Sr No.	Part No. & Section No.	Clause No.	Page No.	Relevant Section/Clause No. and complete description of clause	Queries	MMRC Response
71	Section-07- General Conditions of Contract	23	228/295	FINAL DECISION AND FINAL CERTIFICATE Upon completion of 2 years of O&M and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the MMRC to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Contractor shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the MMRC.	We request for within initial 2-3 months system is operations period for the same as 2 years 30 days is too long period. Our financial disbursement is delayed in such case.	Bid Documents conditions prevail.
72	Part-III Section 9: Contract Forms	4.1 (f)	251/295	(f) The Power Producer shall, within thirty (30) days of the Effective Date, submit to the Purchaser shop drawings of the Project for approval ("Shop Drawings"). If the Purchaser has any objection/ recommendation in the Shop Drawings, he shall communicate the same to Power Producer within a period of ten (10) days of the date of submission of the Shop Drawings. Any delay will extend the effective date and such approval shall not be unreasonably withheld.	The approval has to be provided within time period of 1 week to be mentioned clearly in PPA	Bid Documents conditions prevail.
73	Part-III Section 9: Contract Forms	5.1	252/295	To get the benefit of CDM/REC from generating Solar power, Power Producer will be responsible for doing all necessary documentation, payment of fees, and site compliances etc. for registration with concerned departments. If required, the Developer may appoint a consultant who shall follow up for trading CDM/REC in International Exchanges. All the charges for the same shall be borne by Power Producer. The amount accrued thereof shall be divided in the ratio of 20:40:40 (20% to the consultant and 40% each to the Power Producer and Power Purchaser). In case no consultant is appointed, the accruals shall be divided in the ratio of 60:40 (60% to the Power Producer).	Any such CDM/REC benefit shall be claimed by Purchaser at its own cost without any liability to Power Producer. The required documentation related to solar project shall be shared by Power Producer. Purchaser can appoint a 3rd party consultant and cost of consultancy and application process shall be in the scope of Purchaser.	Bid Documents conditions prevail.
74	Part-III Section 9: Contract Forms	8.3 (j)	259/295	j. Auxiliary Power – The Purchaser shall provide sufficient auxiliary power to the Power Producer for the maintenance and operation of its System, if available and possible, at the rate it is paying to the DISCOM.	Power required during construction and O&M to be provided free of cost to Power Producer by Purchaser	Bid Documents conditions prevail.
75	Part-II Section 6B: Technical Specification	25.1	145/295	MMRC reserves the right to increase/decrease the Bidder Allocated Capacity by up to twenty five percent (25%) for each station/site or any other site at the sole discretion of MMRC.	We are arriving at 5 MWp and above capacity in the existing rooftop area and shall request to amend the project capacity accordingly. As 25% increase will not meet the design capacity arrived on the given rooftop area.	Refer Addendum No. 1, Sr. No. 15 The Allocated Power Capacity may be decreased up to 25% at the sole discretion of MMRC.