



Development of Renewable Energy Project Facilities of Hydro Electric Power Plant of 1.5 MW and Floating Solar PV Power Plant of 100 MW at Morbe Dam							
Sr. No.	Document	RFP Page No.	RFP Clause No.	Clause Title	Queries/ Clarification	Justification if any	Draft Response to Query
Tata Power							
1	RFS	5		Ceiling tariff for 101.5 MW Renewable Energy Facility - 3.20 Rs./kWh	Ceiling - 3.90 Rs./kWh	2.3.1 (a) and this Clause is contradictory	Ceiling Tariff shall be Rs. 3.20/kWh. Please refer to the Corrigendum – 2 – Sr. No. 3, 8, 11 & 15
2	RFS	8		COD	COD Solar -18 Months excluding Monsoon	In Line with MNRE RFS	Please refer to the Corrigendum – 2 – Sr. No. 2, 5 & 18
3	RFS	8		Consents, Clearances and Permits	Who Will Environment Clearance to Set up FSPV and Hydro on the DAM ? Please elaborate the Environmental Premission, Clearance Required .		All the consents, clearance & permits shall be obtained by the bidder.
4	RFS	8		Consents, Clearances and Permits	If any Forest Clearance required then Who Will take Forest Clearance to set up Floater Assembly Unit Nearby the water body, to set up PSS and Staff colony ?		Tender condition shall prevail.
5	RFS	9		Delivery Point	Does NMMC have identified the ROW and the Connecting Substation for the Project ? Who Will take ROW Clearance ?		Please Refer Draft PPA Clause 4.1.3 – I – f, j.
6	RFS	10		LOA - after adoption of tariff by the State Commission, if required.	Does NMMC Comes under jurisdiction of MERC for determining/approval of the tariff ? Whether Tariff Adoption will happen ?		The Tariff shall be under the jurisdiction of NMMC in compliance with the directions of MERC issued from time to time under the Electricity Act.
7	RFS	13	1	Floating Solar PV Power Plant shall be implemented in three phases of 40 MW, 30 MW & 30 MW.	Please elaborate the phase will implementation ?		Please refer to the Corrigendum – 2 – Sr. No. 4
8	Rfs	13	1	208.8 Million Unit from Floating Solar energy project through Competitive Bidding Process	Kindly confirm 208 Mus from 100 MW FSPV ? Or Phase will implemented FSPV (40,30,30)		
9	RFS	17	1.10 X	Scanned Copy of Rs. 2,00,00,000 Bank Guarantee for EMD.			Tender condition shall prevail
10	RFS	18	1.10 XII h	Comfort Letter from the Lenders/strategic investors if they have any preapproved credit limit to execute the project	Not a standard Condition, requesting to remove it		Tender condition shall prevail
11	RFS	19	1.10 XII i	Brief Technical Description along with Conceptual drawings for proposed technologies and plant layouts	Not a standard Condition, requesting to remove it	Drawings may not be finalized at early stage	Tender condition shall prevail
12	RFS	25	1.13.3	Change in Ownership	In case of Publically traded (Listed) company, change in Ownership condition should not be applicable		Tender condition shall prevail
13	RFS	27	2.2.2	The Renewable Energy Project facilities developer shall be selected through competitive bidding process as per Section - 63 of the Electricity Act, 2003 and as amended. The responsibility of the Successful Bidder shall be to supply power to the Procurer for 25 years as per the terms and conditions of the PPA.	Who Will be the end user of the power generated from this project?		Tender condition shall prevail



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14	RFS	28	2	Payment Security Mechanism	As per the MNRE standard bidding document , 3 tier Payment Security to be provided, thus requesting to provide Revolving LC, Payment Security Deposit and State Government Guarantee		Tender condition shall prevail
15	RFs	28	3	It will be mandatory for the bidder to maintain generation so as to achieve annual CUF at declared value with minus five percent (-5%) variation.	1. Align with MNRE SBD 2. Bidder should be allowed to Change the CUF once within 3 years of COD as long as it complies with the generation requirement (as per the SBD)	"SPD shall maintain generation so as to achieve annual CUF within + 10% and - 15% of the declared value till the end of 10 years from COD, subject to the annual CUF remaining minimum of 15%, and within +10% and -20% of the declared value of the annual CUF thereafter till the end of the PPA duration of 25 years. The lower limit will, however, be relaxable by Procurer to the extent of non-availability of grid/off-take constraints for evacuation which is beyond the control of the SPD"	Please refer to the Corrigendum – 2 – Sr. No. 9
16	RFS	28	3	Min CUF 19% 1.1.1 RFSThe required generation of electricity per annum shall be 10.80 Million Unit from Hydroelectric plant and 208.8 Million Unit from Floating Solar energy project through Competitive Bidding Process	208.8 Mus for 100 MW FSPV is equivalent to ~23.7% CUF which is higher than the minimum allowed CUF of 19%, Please clarify		The Net Installed capacity shall be consider as AC
17	RFS	29	3	auxiliary consumption Renewable Power Project Facility and Dam Infrastructure and Staff colony.	Aux Consumption required should be limited to Consessionaire Scope of Work and Not the entire facility		Tender condition shall prevail
18	RFS	33	2.9.2	Technical Criteria	Can a Bidder derive technical criteria from its Sister Company / Parent ?		Please refer to the Clause 2.9.1.2 of RFP
19	RFS	33	2.9.2	The bidder shall be a contractor having registration with NMMC or GoM or MAHAGENCO or NTPC or PWD or with any Govt. / Semi Govt. / PSU / agency in India in class AA or equivalent and shall produce relevant documents of Registration, valid on the date of submission of the bid.	Requesting to waiver the condition of AA Bidder	1. Bidder is submitting EMD and PBG 2. Bidder is submitting financial criteria 3. Not a Standard Bidding Condition 4. Will encourage competition and hence lower tariff	Please refer to the Corrigendum – 2 – Sr. No. 10
20	RFS	33	2.9.2	The bidder as single entity or a member (in case of Joint Venture/ Consortium) not more than 2 members in their own name should have satisfactorily executed the work of similar nature for Semi Govt. /Govt. & Public Sector Organizations during last Ten (10) years (after 2011) ending last	Requesting to waiver such condition, Not a standard condition of MNRE Standard bidding Document (SBD)		



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				day of month previous to the one in which bids are invited.			
21	RFS	34	2.9.2	experienced EPC Technology Vendor having the experience of installation and commissioning at least 10 MW of Solar power project on a Water-body and should have completed 2 year of O&M successfully till 31st December 2021 anywhere in India,	Kindly remove this criteria, it will narrow the competition, FSPV is an evolving and relatively new concept.		
22	RFS	34	2.9.2	Criteria B (For Hydro Power Project): The developer shall have successfully executed work of Similar Nature including design, built and operated at least 1 (one) Small Hydro Electric power plant using Kaplan turbines for hydro power generation in India having minimum capacity of 1 MW with working head of at least 55 Meters in last 10 (Ten) years. The facility should be in operation for at least five years from date of commercial operation at minimum of 50% plant load factor. The facility should have generated 6.7 MU in at least one year in last 10 years of operation.	Modification : Developer Should have an experience in developing hydro of more than 1 MW in past 20 Years.	It will open the competition	
23	RFS	35	2.9.2	Note:- "The work of Similar Nature means Development* & Commissioning of Small Hydropower Plant including Detailed Engineering, Construction, Operation and Maintenance of the facility for at least any 2 (two) years from date of commercial operation in last 10 (ten) years before bid submission date." (*Refurbishment/Augmented/Upgraded/Purchased/Leased plants will not be considered as a development for qualification of the project.)	Modification : Developer Should have an experience in developing hydro of more than 1 MW in past 20 Years. (*Refurbishment/Augmented/Upgraded/Purchased/Leased plants will not be considered as a development for qualification of the project.)	It will open the competition	
24	RFS	35	2.9.2	Tie Up with an experienced Hydro Turbine Manufacturing Vendor having the experience of manufacturing, installation and commissioning at least 1 MW of Kaplan Turbine having the manufacturing facility in India and operational for a minimum of 10 years as on 31 st December 2021 along with a Pre-feasibility report	Kindly remove this criteria, Suggest to keep the Hydro Development in the past 20 years as the only criteria	It will open the competition	
25	RFS	36	2.9.2.1	NMMC shall hand over the site as detailed out by the Concessionaire in their Technical Proposal and as per the approved layout submitted by the Technology Provider. The Concessionaire shall enter into "License to Use agreement" as per the format provided by NMMC.	BOOT - Will this Project be a free transfer or there will be some transfer value ?		License to use agreement shall be provided by the NMMC at the time of signing of Agreement. The License Fees for granting the License to use under Indian Easement Act shall be Rs. 1 per annum.
26	RFS	36	2.9.2.2	In case the Bidder is Bidding Company/ Bidding Consortium will incorporate Project Company, the	Does the bidder have to arrange for alternate land equivalent to the space covered taken for FSPV setup ?		Bidder shall carry out their own due diligence



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				Bidder shall be responsible to get the Consents, all Clearances and Permits transferred in the name of the Project Company in the event of being selected as the Successful Bidder	(Since the Land Use case is getting changed from Water Storage to FSPV set Up)		
27	RFS	37	2.10.6.1	The aggregate equity shareholding capital of the selected bidder in the issued and paid up equity share capital of the Concessionaire if such Concessionaire is a company shall not be less than 51% up to the period of one year after commencement of supply of power and	Please add - Not Applicable for Listed Company		Tender condition shall prevail
28	RFS	38	2.10.6.7	an amount of Rs. 50 (Fifty Lakh) per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to NMMC.	Amount to be reduced to 10 Lakh		Tender condition shall prevail
29	RFS	38	2.10.6.8	an amount of Rs. 1 Cr. (Rupees One Crore) per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to NMMC.	Amount to be reduced to 10 Lakh		Tender condition shall prevail
30	RFS	39	2.12.1	Each Bidder shall submit the Bid online accompanied by EMD of Rs. 2,50,00,000 (Rupees Two Crore Fifty Lakhs Only). Earnest money of Rs. 50,00,000 (Rupees Fifty Lakhs Only) through online payment gateway and the rest in the form of Bank Guarantee, for an amount of Rs. 2,00,00,000 Cr.	EMD should be in form of BG and not as a deposit 1. This will add financial burden on the bidder 2. Not a Standard Bid condition		Tender condition shall prevail
31	RFs	40	2.12.5	The EMD of all Bidders shall be released by NMMC within a period of thirty (30) days of the occurrence of the termination/cancellation of Bid process by NMMC.	Interest will be paid on 50 Lakh (taken as deposit) at the rate of 12% Per Annum		Tender condition shall prevail
32	RFs	40	2.13.2	The Performance Security submitted by the bidder shall be valid for a period of 25 months (including 6 months claim period) from the date of signing of PPA which can be further extended as may be mutually agreed between the NMMC and the bidder from time to time	9.3 PPA , PBG will be returned to the bidder is not clear from this clause, kindly modify		Tender condition shall prevail
33	RFS	42	2.16.1	Financial Closure	Align with SBD, FC timelines should be 12 months from PPA		Tender condition shall prevail. Please Refer Draft PPA Clause 4.1.3 – I
34	RFS	42	2.16.2	The project developer will submit the final technology selection for Hydro power, Floating Solar and Power evacuate.	Final Technology selection is in bidders scope and bidder should be free to change it anytime before COD.		Tender condition shall prevail
35	RFS	42	2.16.2	Order copy/agreement copy with Technology Provider/supplier for supply of modules, equipment's for said technology.	Suggest to modify the condition. Bidder will submit the document at the time of COD		Tender condition shall prevail
36	RFS	43	2.16.2	A certificate from the project/client situated anywhere in world that the technology supplied by the Manufacturer/Technology Provider is in successful operation for at least one project and at	New/Efficient Technologies may emerge in which case such condition may not be fulfilled, in such case suggest relevant testing certificates can be produced		Tender condition shall prevail



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				least one year before the last date of submission of bid.			
37	RFS	43	2.16.3	Bidder shall obtain all consent clearance & permits required for setting up of Generation facility and supply of power to in name of the NMMC.	Please let us know the permits required Who Will bear the cost ?		Please Refer Draft PPA Clause 4.1.3 – 1 – f, j & Clause 4.1.3 – II – C.
38	RFS	43	2.16.5	NMMC Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Preced	Align with MNRE SBD - "An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of the SPD to achieve commissioning by the Scheduled Commissioning Date of the Project"		Tender condition shall prevail
39	RFS	43	2.17.1	The Commercial Operation date of Hydro Electric Power Plant shall be within 25 months from the date of signing of PPA. The Commercial Operation date of Floating Solar Energy System Plant shall be within 17 months from the date of signing of PPA. shall mean the Date on which the concessioner will start delivering the power at the Delivery Point as per the terms and conditions of the PPA; which is 18 months from the date of financial Closure excluding monsoon period for the Hydro power project and for Floating Solar energy plant it is 12th months from the date of financial Closure excluding monsoon period.	Contradiction, Please clarify the PPA to COD duration for Hydro and FSPV		Please refer to the Corrigendum – 2 – Sr. No. 5
40	RFS	43	2.17.1	COD	Since there are 2 CODs (Hydro and FSPV), whether there will be 2 PPAs , one for FSPV and one for Hydro ?		There will be one PPA
41	RFS	49	2	Delay in Commissioning of Power Plant	Align with MNRE SBD, "In case of delay in commissioning of the Project beyond the SCD until the date (SCOD), as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days."		Tender condition shall prevail
42	RFS	45	2	Right of First Refusal in Fresh Bidding for New Phase or Capacity Expansion Subject to the Applicable Laws, in the event NMMC decides to grant rights for Development of New Phase Or Capacity Expansion during Concession	1. In the Current RFS confirming successful bidder will get entire 101.5 MW Development in its scope, there will be no further bidding for the 101.5 MW (100 MW FSPV + 1.5 MW Hydro) in future.		Tender condition shall prevail



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				Term Or operation and maintenance of the Hydro Electric Plant to a third party for a period beyond the date of expiry of the Concession Term through a competitive bidding process, the Concessionaire shall have the option to compete and match the bid of the highest bidder, so obtained through such competitive bidding process, for undertaking the said Development or operation and maintenance on such terms and conditions as may be stipulated in the bid documents issued at that time. However, such option may be available to the Concessionaire only, if it participates (and it will not be required to meet the eligibility criteria in the relevant bid documents) in the aforesaid bid process and its bid is within 10% (ten Per cent) margin of the bid of the Lowest bidder (L1).	2. Confirming the capacity in question here is in addition to 101.5 MW in this tender		
43	RFS	46	2	Upon such termination or expiry, as the case may be, and payment of Termination Payment (payable if any), the Site together with all Assets, Project Utilities and work-in-progress existing on the Site shall automatically vest in NMMC and the Agreement shall stand terminated.	Confirming this is a BOOT (Build Own Operate Transfer) Project ?		Tender condition shall prevail
44	RFS	46	2	The Successful Bidder has to bear the entire cost of stamp duty as applicable at the time of execution of Agreement between NMMC and Project Company.	Suggesting to have equal split of SD between NMMC and Bidder		Tender condition shall prevail
45	RFS	52	3.1.5	The NMMC reserves the right to negotiate with the bidder who has quoted Lowest tariff.	Since the winning tariff is discovered via Competitive Bidding, there should not be any negotiation in the tariff		Tender Condition shall prevail
46	RFS	52	3.1.5	Lowest Bidder has to submit its justification of tariff calculation including all costs and working Financial Model in Excel format with all links and formula in place and with no password to NMMC within seven (7) days from the request made by the NMMCs.	This is a confidential information for the bidder, kindly remove this condition		Tender condition shall prevail
47	RFS	55	4	The offered quantum of power shall be not less than 208.56 MU per Annum	Suggest to modify : Power Quantum to be in the range of CUF declared		Tender condition shall prevail
48	RFS	73	4	Bidders has to comply with all the Environment clearances, other clearances, Consents and Permits from the concerned department	NMMC to facilitate all the required Clearance and support bidder		Tender condition shall prevail
49	RFS	86	4	We, M/s. _____ _____ through its Partner/ Proprietor/ Director Mr./ Mrs. _____ being the Contractor do hereby agree and undertake and indemnify and save harmless the Corporation in consequence of the manufacturing defect, patent manufacturing defect	Should be applicable vice versa		Tender condition shall prevail



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				and construction defect found in the constructed work at any time in a defect liability period of _____ years with the grant of completion certificate by the Corporation to the Contractor in accordance with and subject to the provision of the said contract.			
50	General			NMMC Status as Power Procurer	Wether NMMC is procuring power as Discom, Trader or Open Access Customer ?		Open Access Customer
51	PPA	17	4.1.3	delivered to NMMC a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;	Not a standard Condition, requesting to remove it		Tender condition shall prevail
52	PPA	17	4.1.3	deposited a certified true copy of this Agreement with the RLDC and the SLDC having jurisdiction and obtained a receipt thereof, in accordance with the provisions of Article 13.1.2	To be submitted by COD		Tender condition shall prevail
53	PPA	17	4.1.3	submitted the Capacity Certificate and evidence of the capacity of the Renewable Energy Project Facilities;	Please elaborate the requirement		Please refer to the Corrigendum – 2 – Sr. No. 16
54	PPA	17	4.1.3	procured all the Applicable Permits related to the Project unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect or should have come into in effect;	Suggest to modify - "applied for all the permits"		Tender condition shall prevail
55	PPA	17	4.1.3	The Conditions Precedent required to be satisfied by the Concessionaire within a period of 210	Change the timeline from 210 days to 12 months from PPA		Tender condition shall prevail
56	PPA	17	4.1.3	submitted a certificate from any project / client or customer of the technology provider situated anywhere in world stating that the technology supplied by the technology provider is in successful operation for at least 1 (one) project and at least 1 (one) year before the last date of submission of Bid;	May not be feasible for new technology - Requesting to remove it		Tender condition shall prevail
57	PPA	17	4.1.3	obtained forest clearance, clearances under the Wild Life Protection Act, 1972, railway, irrigation or any other clearances (as may be required) or an in-principle approval as is required under any statutes in force for Generating Station and in respect of the land forming part of the right of way for transmission up to the Delivery Point in the name of NMMC;	Bidder will apply for permits with due NMMC support		Tender condition shall prevail
58	PPA	17	4.1.3	delivered to the NMMC 3 (three) true copies of the financial package and the Financial Model, duly attested by a director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in	Data confidential to the concessionarie, requesting to remove the condition		Tender condition shall prevail



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				MS Excel version or any substitute thereof, which is acceptable to the Lenders.			
59	PPA	19	4.1.3 II (a)	NMMC shall handover, to the Concessionaire, the right of way to the Site within 7 (seven) days of satisfaction of the Conditions Precedent required to be fulfilled by the Concessionaire;	NMMC to handover the site after PPA signing		Tender condition shall prevail
60	PPA	17	4.1.3 II (b)	after taking required permission from the appropriate Government Instrumentality)	Is Morbe DAM owned by NMMC ?		Yes
61	PPA	19	4.1.3 II (b)	which does not involve creation of any permanent structure with respect to the Project;	Please define Permanent Structure ? Confirming bidder is allowed to make Offices at the Project Site ?		Tender condition shall prevail
62	PPA	20	4	Damages in an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent	Suggestion "An extension can however be considered, on the sole request of SPD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of the SPD to achieve commissioning by the Scheduled Commissioning Date of the Project"		Tender condition shall prevail
63	PPA	20	4	Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by NMMC as Damages thereof. Provided that, in case this Agreement is terminated due to the non-occurrence of the Appointed Date within 365 (three hundred and sixty five) days from the date of this Agreement or such extended period, due to any delay or default by NMMC to comply with the provisions of this Agreement, then NMMC shall return the Performance Security in full to the Concessionaire within a period of 45 (forty five) business days, upon receipt of notice in this regard from the Concessionaire.	Condition Should be applicable vice versa Upon Delay by NMMC, amount equivalent to PBG in addition to Concessionaire PBG should be paid to concessionaire		Tender condition shall prevail
64	PPA	24	5.1.5	The Concessionaire shall have right to construct additional Floating Solar Power Plant more than the requirement of particular phases and earn revenue by selling excess power from such facilities.	Area/MW Provided for FSPV ?		Please refer to the Project Information Memorandum (PIM)
65	PPA	24	5.1.5 (p)	achieve Commercial Operation Date within (i) 18 (eighteen) months from the Appointed Date (excluding the monsoon period) for the Hydro Electric Power Plant; and (ii) 12 (twelve) months from the Appointed Date (excluding monsoon period) for the Floating Solar Power Plant	Please let us know how many and which months are considered as monsoon Months ?		Monsoon period is considered from 1st June to 30 September i.e. Four months. However due climate change dates of onset and withdrawal Monsoon may change.



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66	PPA	24	5.1.5 (p)	achieve Commercial Operation Date within (i) 18 (eighteen) months from the Appointed Date (excluding the monsoon period) for the Hydro Electric Power Plant; and (ii) 12 (twelve) months from the Appointed Date (excluding monsoon period) for the Floating Solar Power Plant	Can the concessionaire continue the work at its discretion during the monsoon months ?		Subject to Prior approval from all relevant authorities & NMMC
67	PPA	26	5.7.2	5.7.2 Delay in Commissioning of the Generating Station	Align with MNRE SBD, "In case of delay in commissioning of the Project beyond the SCD until the date (SCOD), as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project of 240 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/240) X (18/180). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days."		Tender condition shall prevail
68	PPA	22	5.1.4	The Concessionaire shall operate and maintain the Renewable Energy Project Facilities in accordance with the Specifications and Standards and the maintenance requirements such that the Availability of 85% (eighty-five per cent) of the Net Dependable Capacity by the Concessionaire as per the schedule provided to the appropriate SLDC and/or RLDC in terms of the Grid Code (the "Normative Availability"). 5.7.4 On event of undertaking of the performance tests prior to the Commercial Operation Date, if the Net Dependable Capacity at the Delivery point is less than the Rated Capacity, Concessionaire shall pay to NMMC an amount of liquidated damages ("Performance Liquidated Damages") of 10% (ten per cent) of agreed Generic Levellised Tariff per kWh (or part thereof) multiplied by the difference (expressed in kW) between the Rated Capacity and the Net Dependable Capacity of the facility as proven by the performance tests.	The Net Dependable Capacity will change with the seasons (eg. Normative Capacity of Solar will be very less in Monsoon during the cloud cover) so why this condition is put? NMMC is already asking for CUF gurantee on an Annual Basis, requesting to remove this criteria		Tender Condition shall prevail
69	PPA	36	9	Operational Performance Security	Please align with SBD, bidder is putting a huge capex, OPG may be excused		Tender Condition shall prevail
70	General		General	Data Requirement	Latest Bathymetry Study		Please refer to the Corrigendum – 2 – Inspection of Existing Data – Sr. No. 1.
71	General		General	Data Requirement	Topographical survey of area (AutoCAD)		
72	General		General	Data Requirement	Location for float launching area and location of switchyard		
73	General		General	Data Requirement	PQR -Hydro Project		



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74	General		General	Data Requirement	Minimum water release requirement of NMMC with projection for next 25 years.		Bidder shall carry out their own due diligence before submission of bids. The Drawing and data are for reference propose only.	
75	General		General	Data Requirement	Daily water release details for past 5 years			
76	General		General	Data Requirement	Proposed Capacity of 750KW X 2 units needs to be revalidated based on the NMMC water release requirement.			
77	General		General	Data Requirement	Intake well L section drawings showing all the levels			
78	General		General	Data Requirement	Pipeline dia, length and material with drawing			
79	General		General	Data Requirement	Pipeline details at Bhokarpada end. Is there any control valves to control the water release? As per NMMC, intake gates are always kept open. If there are no control at intake end then how 450 MLD requirement is being met is not clear.			
80	General		General	Data Requirement	Nearest 132KV line / substation details to be provided by NMMC			
81	General		General	Data Requirement	ROW for Transmission line erection			
82	General		General	Data Requirement	Levels of pipeline from Morbe Dam to Bhokarpada Pumping Station			
83	General		General	Data Requirement	Please provide details of Outage availability during construction stage			
84	General		General	Data Requirement	Prefeasibility DPR prepared by NMMC consultant			
85	RFS	5	Bid Information Sheet	25 Cr PBG	Suggest PBG to Maintain at 10 Lakh/MW			Tender condition shall prevail
86	RFS	5	Bid Information Sheet	Ceiling tariff for 101.5 MW Renewable Energy Facility	Remove Celing tariff	Competitive bidding process is followed, requesting to remove the ceiling tariff Reference MGCM Tender of Hydro + FSPV Closed at Rs. 4.75/kWh (Post which Basic Custom Duty on Modules have come, ALMM have come, Change in GST on Modules have come) and commodity prices have increased, thus requesting to remove the celing		Tender Condition shall prevail
87	RFS	25	1.13.3	By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of the Bidder	Please define Change in Control, requesting to allow change in ownership provided that control will not drop below 51%			Tender condition shall prevail
88	RFS	28	3	It will be mandatory for the bidder to maintain generation so as to achieve annual CUF at declared value with minus five percent (-5%) variation.	Plaease confirm whether the variation mentioned in absolute or relative variation ?		Please refer to the Corrigendum – 2 – Sr. No. 9	
89	RFS	32	2.9.1.4	The bidder may seek qualification on the basis of financial capability of its parent for the purpose of meeting the qualification requirement.	Can bidder take Financial Credential from its affiliate		Please refer to the Clause 2.9.1.2 of RFP	



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90	RFS	36	2.9.2.1	Licence to Use	Please provide the format		License to use agreement shall be provided by the NMMC at the time of signing of Agreement.
91	RFS	43	2.17.2	Early Commissioning	Tariff in case Early Commissioning of FSPV ?		Please refer to the Corrigendum – 2 – Sr. No. 6
92	RFS	29	3	Excess generation	Can Bidder sell excess energy to 3rd party in case not procured by NMMC ?		Tender condition shall prevail
93	PPA	27	5.7.4	Net Dependable Capacity at the Delivery point is less than the Rated Capacity	This can happen, due changes in weather pattern or losses in the 220 KV Tx Line from PSS to S/S. Energy Criteria is already there, requesting to kindly remove this criteria		Tender condition shall prevail
94	PPA	35	9.1.1	37 (thirtyseven) months from the date of its submission.	We understand 25 months claim + 12 Months expiry		Tender condition shall prevail
95	PPA	36	9.3.1	NMMC shall release 50% (fifty per cent) of the Performance Security, i.e., Rs. _____ (Rupees _____ Lakhs) after release of 1st (first) instalment of funds by the Lenders in the Escrow Account as per the terms of Financial Model. The remaining 50% (fifty per cent), i.e., Rs. _____ (Rupees _____) Performance Security shall remain in force and effect until expiry of 6 (six) months after the Commercial Operation	not a Standard Condition, NMMC to release entire PBG after SCOD		Tender condition shall prevail
96	PPA	36	9	Operational Performance Security	Not in line with MNRE Guidelines, OPG should be removed		Tender Condition shall prevail
97	PPA	44	11.1.4	Hydro Electric Power Plant is commissioned, shall be purchased by NMMC at the per unit rate determined through Financial Model for Floating Solar Power Plant.	Bidder will not share the Financial Model, NMMC to procurer energy from FSPV at the winning tariff only		Tender Condition shall prevail
98	PPA	44	11.1.6	penalty for the shortfall in availability below the Normative Availability.	Remove the clause of normative Availability, Annual CUF should be the only criteria		Tender Condition shall prevail
99	PPA	44	11.1.6	The amount of such penalty will be in accordance with the terms of this Agreement, which shall ensure that NMMC is offset for all potential costs associated plus 20%	Bidder shall only be liable to pay 25% PPA tariff as shortfall penalty		Tender Condition shall prevail
100	PPA	45	11.2.4	In the event that the Availability at any time is determined to be lower than 100% (one hundred per cent) of the Normative Availability or the reduced Availability notified hereunder,	Remove the clause of normative Availability, Annual CUF should be the only criteria		Tender Condition shall prevail
101	PPA	49	11.7.1	The NMMC may require the Concessionaire to temporarily curtail or interrupt delivery of energy when necessary in the following circumstances:	NMMC to provide deemed availability and compensate fully to the bidder on the availability		Tender Condition shall prevail
102	PPA	49	12	The third party sale of power is not permitted.	In case of excess energy not procured by NMMC, requesting to allow 3rd party sale		Tender Condition shall prevail



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Sr. No.	Document	RFP Page No.	RFP Clause No.	Clause Title	Queries/ Clarification	Justification if any	Draft Response to Query
103	PPA	49	11.9.3.5	In determining the nature and quantum of duties and services to be performed by the Independent Engineer during the Development, Construction and Operation period, the payment to the Independent Engineer shall be equally divided amongst NMMC and the Concessionaire	Independent engineer cost to be borne by NMMC entirely		Tender Condition shall prevail
104	PPA	62	15.1.1	The Concessionaire shall maintain books of accounts recording all its receipts(including Tariff, Revenues from sale of power to NMMC , other DistributionLicensees and Buyers and all incomes derived/collected by it from or on account ofthe Renewable Energy Project Facilities and/or sale of electricity from theRenewable Energy Project Facilities), income, expenditure, payments, assets andliabilities, in accordance with this Agreement,	Net Income from the project, Payment, Liabilities will remain confidential with the Bidder		Tender Condition shall prevail
105	PPA	62	15.2.1	All fees and expenses of the Statutory Auditors shall be borne by the Concessionaire.	NMMC requires the documents, NMMC to bear the entire cost		Tender condition shall prevail
106	General		general	Part Commissioning	Whether Part Commissioning is allowed ?		Please refer to the Draft PPA & Corrigendum – 2
107	PPA	66	16	upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by NMMC to the Concessionaire.	Modification Suggestion : upon occurrence of a Indirect Political and Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by NMMC to the Concessionaire.	in Line with SBD	Tender Condition shall prevail
108	General		General	Location of Floater	Please let us know whether NMMC has identified any specific location for Floaters ?		Bidder shall carry out their own due diligence before submission of bids.
109	PPA	69	17	Indirect and Political Force Majeure Termination Compensation	NMMC shall pay to the cessionnaire, 'Force Majeure Termination Compensation' equivalent to the amount of the Debt Due and the 110% (one hundred and ten per cent) of the Adjusted Equity, as defined in the PPA, and takeover the Project assets. ii. the Cessionnaire shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.	Align with SBD	Tender Condition shall prevail
110	PPA	70	16	Relief for Unforeseen Events	Both Parties will approach commission (MERC) seeking for relief and Commission decision will be final		Tender Condition shall prevail
111	PPA	72	17	Compensation for Cessionnaire Default "pay to NMMC by way of compensation, all direct costs suffered or incurred by NMMC as a consequence of such material breach or default"	Proposed : Cessionnaire shall be liable pay to NMMC, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity. Compensation only limited to above clause	Align with SBD	Tender Condition shall prevail
112	PPA	72	17	Compensation for default by NMMC "compensation payable includes interest payments on debt due, O&M Expenses and all other costs directly attributable to such material breach or	Proposed : Cessionnaire, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to	Align with SBD	Tender Condition shall prevail



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				default but shall not include loss on account of Tariff, Revenues from sale of electricity to other Distribution Licensees and Buyers, and other Revenues, debt repayment obligations, or any consequential losses."	<p>the Concessionaire, or if no offer of novation is made by NMMC within the stipulated period, then the Concessionaire may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and 110% (one hundred and ten per cent) of the Adjusted Equity less Insurance Cover, if any, or, (ii) pay to the Concessionaire, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Concessionaire.</p> <p>Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the Concessionaire. In the event of termination of PPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Buying Entity.</p>		
113	PPA	74	18.1.1	the Concessionaire fails to achieve a monthly Normative Availability for a period of 2 (two) consecutive months or for a cumulative period of 6 (six) months within any continuous period of 12 (twelve) months	Remove the clause of normative Availability, Annual CUF should be the only criteria		Tender Condition shall prevail
114	PPA	77	18	Termination on account of Concessionaire Default during the construction period.	<p>Proposed : Concessionaire, novate its part of the PPA to any third party, including its Affiliates within the stipulated period. In the event the aforesaid novation is not acceptable to the Concessionaire, or if no offer of novation is made by NMMC within the stipulated period, then the Concessionaire may terminate the PPA and at its discretion require Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the Debt Due and 110% (one hundred and ten per cent) of the Adjusted Equity less Insurance Cover, if any, or, (ii) pay to the Concessionaire, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the Concessionaire.</p> <p>Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the Concessionaire. In the event of termination of PPA, any damages or charges payable to the STU/CTU, for the</p>	Align with SBD	Tender Condition shall prevail



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					connectivity of the plant, shall be borne by the Buying Entity.		
115	PPA	88	20	Change in Law	Change in Law Compensation to be decided by the Appropriate Commission (MERC)	Align with SBD	Tender Condition shall prevail
116	PPA	91	21	Concessionaire fully indemnify, hold harmless and defend NMMC	Please include Vice Versa Clause NMMC fully indemnify, hold harmless and defend Concessionaire	Align with SBD	Tender Condition shall prevail
117	General			Repowering	Please let us know whether Repowering is allowed in the Operational Phase of the Project ?		Yes, repowering is allowed
118	General			Generation Compensation in offtake constraint due to Transmission Infrastructure not complete/ ready (Transmission constraint): After the Scheduled Commissioning Date, subject to the submission of documentary evidences from the Competent Authority, if the plant is ready in all respects including the dedicated transmission line to be established by the Developer to connect to the grid but the necessary power evacuation/ transmission infrastructure is not ready, for reasons not attributable to the Developer, leading to offtake constraint	COmpensation to be given to concerssionaire : a. The normative CUF of 19% (nineteen per cent) or committed CUF, whichever is lower, for the period of grid unavailability, shall be taken for the purpose of calculation of generation loss. Corresponding to this generation loss, the excess generation by the SPD in the succeeding 3 (three) Contract Years, shall be procured by SECI at the PPA tariff so as to offset this loss. b. If the transmission delay is directly attributable to the organization building the transmission network and some penalty is imposed on him, then a part of that penalty may be utilized for compensating the generation loss.	Align with SBD	Tender condition shall prevail
119	General			Grid unavailability in a Contract Year: (only period from 8 am to 6 pm to be counted), for Grid unavailability beyond 50 hours in a Contract Year:	Compensation to be given to Concerssionaire : Generation Loss = [(Average Generation per hour during the Contract Year) × (number of hours of grid unavailability during the Contract Year)] Where, Average Generation per hour during the Contract Year (kWh) = Total generation in the Contract Year (kWh) ÷ Total hours of generation in the Contract Year.	Align with SBD	Tender condition shall prevail
120	General			Hours of Backdown during a monthly billing cycle.	Generation Compensation = 100% of [(Average Generation per hour during the month) X (number of backdown hours during the month)] X PPA tariff Where, Average Generation per hour during the month (kWh) = Total generation in the month (kWh) ÷ Total hours of generation in the month		Tender condition shall prevail
121	PPA	83	20	Change in Law	Please indicate what events are included in Change in Law Suggestion : (i) the enactment of any new law; or (ii) an amendment, modification or repeal of an existing law; or (iii) the requirement to obtain a new consent, permit or license; or (iv) any modification to the prevailing conditions prescribed for obtaining an consent, permit or license, not owing to any default of the Solar Power Developer; or (v) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made	Align with SECI SBD	Tender condition shall prevail



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					applicable for setting up the solar power project and supply of power from the Solar Power project by the SPD which have a direct effect on the Project.		
122	PPA	89	22	Dispute Resolution	how many Arbitrators will be appointed to adjudicate the dispute.?		Please refer to Draft PPA
123				General	Any alternate Land to be arranged since Land Use pattern of Morbe Dam Surface is changed from Water Storage to Installing Floating Solar Plant ?		Tender condition shall prevail
124				General	Any Fishing Permission on Morbe Dam ?		No
125	PPA	69	18	Termination	the cure period for Concessionaire is 90 days whereas cure period for NMMC is 120 days. Why such discrepancy?		Tender condition shall prevail
126	PPA	12	4	Condition Precedent	<p>As per Clause 4.2 of the PPA, NMMC is liable to pay the Concessionaire damages at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay for delay in fulfilling the Conditions Precedent.</p> <p>Whereas as per clause 4.3 of the PPA, Concessionaire is liable to pay NMMC at the rate of 0.3% (point three per cent) of the Performance Security for each day's delay fr delay in fulfilling the Conditions Precedent.</p> <p>Suggest Similar penalties for both NMMC and Concessionaire.</p>		Tender condition shall prevail