

## CORRIGENDUM-I

Sub: Notice Inviting Tender for sale of renewable power from Nalco's 50.4 MW Wind Power Plant at Jath site in Sangli District of Maharashtra State on Medium / Short Term basis through tariff based competitive bidding basis

Ref: Tender no. NVVN/NALCO/NIT/SALE/ RE POWER

The Pre-bid meeting was held on 10/10/17 at NTPC Mumbai Office in presence of following:

NVVN	NALCO	SUZLON	MANIKARAN POWER LIMITED (Bidder-1)	GLOBAL ENERGY PRIVATE LIMITED (Bidder-2)
Mr. P. K. Jena	Mr. Debashis Mohanty	Ms. Anjali Lothe Mr. Mukesh Shah	Mr. Sougata Chatterjee	Mr. Nikhil Kalwankar

The points raised by bidders were deliberated and following resolutions were drawn:

### Bidder-1 Queries

Sl. No.	Existing Tender Clause	Bidder's comment	Resolution
01	Clause no. 9 (pg. no. 4 of 21) – Bid Security: The bidder shall have to deposit EMD of Rs. 15 Lakh if quantum to be quoted is less than or equal to 10 MW and EMD of Rs. 25 Lakh if quantum to be quoted is greater than 10 MW.	Bid security to be Rs. 30,000/- per MW.	It is clarified to the bidder that EMD amount is kept in tender to restrict un-responsive / un-solicited offers. However, considering the existing practices in Maharashtra State for similar tenders, it is agreed to amend the clause, as follows: <u>"The bidder shall have to submit EMD @ Rs. 1,00,000 per MW of the offered capacity." Rest of the paragraph remains unchanged.</u>
02	Clause no. 10 (pg. no. 5 of 21) – CPG: The successful bidder shall furnish CPG for an amount of Rs. 01 Lakh per MW for maximum quantum of bid.	CPG amount to be Rs. 50,000/- per MW for maximum quantum of bid.	Tender condition prevails.
03	Annexure-II (General Terms and Conditions)- Clause no. 8 (pg. no. 10 of 21) – Surcharge for late payment: A surcharge of 18% per annum shall be	Surcharge shall be applicable on all payments outstanding after 30 <sup>th</sup> day of	Considering the existing practices in Maharashtra State for similar tenders, it is agreed to amend the clause, as follows: <u>"A late payment surcharge of 1.5% per month shall be applicable on all</u>

Sl. No.	Existing Tender Clause	Bidder's comment	Resolution
	applicable on all payments outstanding after 10 <sup>th</sup> day of receiving relevant bill by the either party through fax / email	receiving relevant bill.	<u>outstanding payments after 15 days of receiving relevant bill. This surcharge would be calculated on a day-to-day basis for each day of the delay beyond 15<sup>th</sup> day (including the date of fax/e-mail of bill)."</u>
04	Annexure-II (General Terms and Conditions) - Clause no. 9 (pg. no. 10 of 21) – Open Access: The responsibility to obtain open access shall solely be of the successful bidder.....	Generator need to take consent from SLDC as well for open access.	It has been clarified that generator need not to take consent from SLDC for open access. So, the tender condition prevails. The following addendum is to be read along with the earlier clause: <u>"Any change in law with respect to open access permission, is on account of the bidder."</u>
05	Annexure-II (General Terms and Conditions) - Clause no. 10 (pg. no. 11 of 21) – Compensation for reduced supply / offtake: If the successful bidder fails to draw 100% of the contracted power.....	Successful bidder will be liable for compensation if it fails to draw 70% of the contracted power.	Tender condition prevails.
06	Annexure-II (General Terms and Conditions) - Clause no. 11 (pg. no. 11 of 21) – payment security mechanism: The successful bidder will provide payment security cover in form of suitable BG.....for an amount equivalent to 90 days billing based on maximum MW quantum as per LOI for entire duration of contract.....	PSM BG amount to 30 days of billing based on maximum MW quantum as per LOI for entire duration of contract	Option-A is deleted. For Option-B, tender condition prevails.
07	In case estimated quantum increases based on wind speed and wind availability....	Will consumer get benefit of banking?	It is clarified that the estimated generation figure indicated at Annexure-I, is purely tentative and this should not be considered as a basis for bidding. However, banking of any

Sl. No.	Existing Tender Clause	Bidder's comment	Resolution
			excess energy beyond the contracted quantity, shall be governed by as per prevailing MERC regulation and as amended from time to time.
08	Extension of bid due date of submission	Proposed to consider the bid submission date extension till 30/10/2017	Tender condition prevails.
09	Annexure-II (General Terms and Conditions) - Clause no. 1 (pg. no. 9 of 21) – Delivery Point: The delivery point for supply of power shall be the metering point (billing meter) at 33 KV feeder line.	Since delivery point 33 KV feeder line comes under MSEDCL, then who will take consent from MSEDCL for open access?	It has been clarified that the responsibility to obtain open access shall solely be of the successful bidder. Non receipt of Open Access due to deficiency at Bidder end, shall not be treated as a Force Majeure.
10			

### Bidder-2 Queries

Sl. No.	Existing Tender Clause	Bidder's comment	Resolution
01	-	Whether the wind generation from the 50.4 MW project is exempted with Electricity Duty?	It is clarified to the bidder that as per prevailing Wind Power Policy of Govt. of Maharashtra, ED is not exempted.
02	Annexure-II (General Terms and Conditions) - Clause no. 5 (pg. no. 10 of 21) – billing cycle	The Billing cycle as mentioned is on monthly basis, we would request if we could align the billing cycle with the DISCOMs bill issuance.	The point is well taken. Please refer the General Resolution Point no. -3.
03	-	Whether the off-taker can claim the	The point is well taken. Please refer the General Resolution Point no. -2.

Sl. No.	Existing Tender Clause	Bidder's comment	Resolution
		Renewable Energy attributes?	
04	-	Whether the power can be procured under Inter-state transaction?	It has been clarified that the tender is for Intra-state sale of power only.

### General Points

Sl. No.	Existing Tender Clause	Resolution
01	Clause no. 16 (pg. no. 6 of 21) – Minimum bid quantum: Minimum bid quantum shall be 2 MW.	It is agreed to amend the clause, as follows: <u>“Minimum bid quantum shall be 2.1 MW.”</u>
02	Clause no. 17 (pg. no. 6 of 21) – Methodology of bid evaluation: Financial bids shall be evaluated on the basis of tariff quoted at the delivery point for supply of power. The bidder who has quoted highest tariff shall be declared as successful bidder for the quantum of power. NVVN in its own discretion has a right to reject all bids if the quoted Tariffs are not aligned to the prevailing market prices. The bidder quoting uniform rate for the entire period shall be given preference.	It has been agreed to amend the clause as follows: <u>“Financial bids shall be evaluated on the basis of tariff quoted at the delivery point for supply of power. The bidder who has quoted highest tariff shall be declared as successful bidder for the quantum of power. NVVN in its own discretion has a right to reject all bids if the quoted Tariffs are not aligned to the prevailing market prices. Bids should clearly specify RPO (REC benefit to be availed by consumer) / Non-RPO (REC benefit to be availed by Generator) status. In case of Non-RPO bid, additional Rs. 1.0 shall be added to the quoted tariff in order to reach the final evaluated figure. Further Bidder has to quote a single tariff for the entire duration of contract period at Annexure-IV.”</u>

Sl. No.	Existing Tender Clause	Resolution
03	<p>Annexure-II (General Terms and Conditions)  - Clause no. 5 (pg. no. 10 of 21) – Billing Cycle: NVVN shall be raising monthly bills on provisional basis for the energy supplied at Ex –Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line) based on the provisional monthly energy data for the energy at delivery point based on MSLDC website data. In case of any revision in energy based on MSLDC website data, the revised period for that particular months shall be issued accordingly. For the energy governed under the provisions contained in Clause No. 10 viz., compensation for reduced supply/offtake, the billing as regards the payment / receipt of compensation amount, as may be applicable, shall be resorted to in addition to the provisions contained in sub-para 5.1, above. Such bill(s), to be raised on fortnightly basis, shall be distinct and not adjustable against bill(s) for supply of power referred to in sub-para 5.1 above.</p>	<p>It has been agreed to amend the clause as follows:  <u>“NVVN shall be raising monthly bills on actual basis for the energy supplied at Ex – Bus NALCO (i.e. the metering point (billing meter) at 33 KV feeder line) based on the credit note received from MSEDCL as well as the consumer DISCOM bill. Any lapse or mismatch in energy generated as per credit note / bill of Generator vis-à-vis the DISCOM bill of Consumer, shall be on account of bidder.”</u></p>
04	<p>Clause no. 13 (pg. no. 6 of 21) – Execution of PPA:</p>	<p>As per MERC regulation, for applying to the concerned authority for obtaining Open Access Permission, the PPA needs to be executed between the consumer &amp; Nalco, the generator. However, the responsibilities &amp; accountabilities lies with the bidder, with respect to scope defined as per tender. In this respect, the successful bidder shall execute an indemnity bond to safeguard the generator against any risk of non-performance by the consumer towards their obligations as per PPA terms / conditions for the entire PPA period.</p>
05	<p>Corrigendum</p>	<p>Any corrigendum issued against the above said tender ie. Tender no. NVVN/NALCO/NIT/SALE/ RE POWER, shall be part of tender document and signed copy of the corrigendum shall be submitted along with the bid.</p>