

Response to Pre-Bid Queries on BYPL NIT No. CMC/BY/21-22/RB/SV/39 Dated 3rd February 2022 for Design, supply, erection, testing, Civil work and commissioning including warranty, Comprehensive operation & maintenance of Grid-Connected Rooftop Solar Plant of various capacities under the Phase-II of Grid Connected Rooftop Solar Scheme of MNRE in the State/operational area of BYPL, BRPL and TPDDL in NCT of Delhi.				
S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
1	12	Bid information sheet	Bid submission deadline- Date: 24th February 2022 (Thursday) Time: 15:00 Hrs	Extended Bid submission deadline- Date: 2nd March 2022 (Wednesday) Time: 15:00 Hrs and Bid Opening Date: 3rd March 2022 (Thursday) at 11:00 Hrs.
2	Clause No. 10.1/ Page - 34	BID FORMATS - For each part	The Bidders are advised to submit bids against each Six Parts i.e. for CAPEX Part A, Part B, Part C and Part D and RESCO Part A & B as in the manner provided in Clause 6 of Section-I and submit requisite document as per Clause 5.3.	The Bidders are advised to submit bids against each Six Parts i.e. for CAPEX Part A, Part B, Part C and Part D and RESCO Part A & B as in the manner provided in Clause 6 of Section-I and submit requisite document as per Clause 5.1.
3	Clause No. 10.3/Page - 35	VALIDITY OF BID	In exceptional circumstances when letter of allocation is not issued, DISCOM may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of submitted Bid Bond/EMD as per Clause 10.9 shall also be suitably extended.	In exceptional circumstances when letter of allocation is not issued, DISCOM may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The validity of submitted Bid Bond/EMD as per Clause 10.6 shall also be suitably extended.
4	Clause No. 10.7/ Page -37	PERFORMANCE BANK GUARANTEE (PBG to be submitted in Bank Guarantee format only)	Performance Bank Guarantee for Operation and Maintenance: The bidder shall furnish the performance bank guarantee for O&M based on the installed capacity. PBG amount = INR per kW [3% X Insert the Amount (cost discovered) X Allocated Capacity in kWp].	Performance Bank Guarantee for Operation and Maintenance: The bidder shall furnish the performance bank guarantee for O&M based on the installed capacity. PBG amount = INR per kW [3% X Insert the Amount (cost discovered) X Installed Capacity in kWp]. (PBG for O&M phase can also be submitted in form of Demand Draft or electronic transfer using NEFT / RTGS)
5	Clause No. 2.4/ Page - 27	Minimum Capacity for Project sanction (in kW)	Minimum Capacity for Project sanction (in kW) 1. CAPEX Part-A: 1 2. CAPEX Part-B: 3 3. CAPEX Part-C: 10 4. CAPEX Part-D: 100 5. RESCO Part -A: 25 6. RESCO Part - B: 100	Minimum Capacity for Project sanction (in kW) 1. CAPEX Part-A: 1 2. CAPEX Part-B: >3 3. CAPEX Part-C: >10 4. CAPEX Part-D: >100 5. RESCO Part -A: 25 6. RESCO Part - B: >100 to 500
6	Clause No. 5.4/ Page -56	-	The CFA shall be released to the Vendor only after the completion and successful commissioning of the Project(s)including installation of net meter as per terms & conditions vide Clause No. 5 of Section-II	The CFA shall be released to the Vendor only after the completion and successful commissioning of the Project(s)including installation of net meter alongwith submission of all the requisite documents as per Annexure-K. Further CFA to empanelled vendors shall be released after receiving advance CFA by respective DISCOMs from MNRE.

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7	Clause No. 10.7/ Page -37	PERFORMANCE BANK GUARANTEE (PBG to be submitted in Bank Guarantee format only)	Performance Bank Guarantee for Installation and Commissioning (I&C):	<p>Following is added to clause 10.7 for PBG for installation and commissioning (I&C): Revised Provision for Performance Bank Guarantee during Installation and Commissioning (Page 39, 10.7): It is suggested to take 3% PGB for Installation and Commissioning, in parts as follows:</p> <ol style="list-style-type: none"> 1. The entire capacity allocated to a vendor may be divided into "x" KW. The "x" kw should be 50 kw or 25 kw or smaller. However, the "x" can also be made greater than 50, if a particular vendor desires so. 2. 3% PBG corresponding to the first "x" KW may be taken in the beginning, instead of taking 3% PBG for the entire allocated capacity to the Vendor. 3. The Vendor needs to complete installation of this "x" KW. After this, the Vendor will be allocated next "x" KW capacity and will be required to submit 3% PBG for this "x" KW. The PBG for "x" KW submitted originally in point no. 2 may be considered and reused for this, instead of taking new PBG. 4. If the Vendor desires to take applications and start work for next "x" kw, before completing the work for previous "x" kw, he may be allowed to do so, on submission of additional 3% PBG corresponding to this "x" kw capacity.

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				<p>If the empanelled vendor is unable to submit the PBG (for O&M period), the PBG (for I&C period) shall be encashed on pro-rata basis with respect to the executed capacity out of allocated capacity/capacity for which I&C PBG is submitted.</p> <p>In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.</p> <p>Following is deleted from clause 10.7 for PBG for installation and commissioning (I&C):</p> <p>The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to the Plant.</p> <p>i. If the Empanelled Vendor is not able to commission the projects to the satisfaction of DISCOM, PBG (for I&C period) amount on pro-rata basis by the empanelled vendor shall be 100% encashed.</p>
8	64	2.11	<p>For CFA calculation, minimum of following two shall be considered:</p> <p>i. Solar PV array capacity in KWp</p> <p>ii. Inverter Capacity in KW</p> <p>Billing should be permitted at the DC capacity which can highly optimise the solar plant design and generate higher quantum of energy from the same system. Bidders should be allowed to overload the inverter as per the inverter data sheet provided by the manufacturers, please clarify?</p>	As per Tender Document

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9	64	3.7	The upper edge of the module must be covered with wind shield so as to avoid build air ingress below the module. Slight clearance must be provided on both edges (upper & lower) to allow air for cooling. Providing Wind shield will increase the structure cost please clarify?	As per Tender Document
10	64	3.9	Necessary testing provision for MMS to be made available at site. It is requested to kindly clarify the types of test to be done at site?	The structure should be as per the Staad Report and Delhi DISCOMs reserves the right to validate the structure at site and carry out any testing as necessary.
11	64	3.12 i .c	The structures should be suitably loaded with reinforced concrete blocks of appropriate weight made out of M25 concrete mixture. As the Block is placed for the counter weight purpose, M10/M15 grade shall be used , please clarify?	As per Tender Document.
12	65	3.12 ii .e	All structure member should be of minimum 2 mm thickness. It is requested to kindly relax on the thickness, with other suitable replacements, which have capabilities to have withstand the wind of 180kmph, please clarify?	As per Tender Document
13	65	3.12 iii. A.a	The structure shall be designed to allow easy replacement of any module and shall be in line with site requirement. The gap between module should be minimum 30MM. It is requested to consider 20mm as minimum module gap, which is the regular recommendation from Module Manufacturer, please clarify?	As Per Tender Document

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14	65	3.12 iii. B.d	<p>Rafter - Structure rafter should be minimum 2MM in Lip section / 3MM in C-Channel section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.</p> <p>Purlin - Structure purlin should be minimum 2MM in Lip section. The minimum section should be 70MM in Web side and 40MM in flange side in Lip section.</p> <p>Please clarify, whether any modification of cross section of Rafter/Purlin and design shall be permitted subject to meeting the minimum design requirement?</p>	As Per Tender Document
15	66	3.12 iii. C.b	<p>Column - Structure Column thickness should be minimum 2.6MM in square hollow section (minimum 50x50) or rectangular hollow section (minimum 60x40) or 3MM in C-Channel section.</p> <p>Please clarify, whether any modification of cross section of coloumn shall be permitted subject to meeting the minimum design requirement?</p>	As Per Tender Document
16	66	3.12 iii. C.e	<p>Front/back bracing - The section for bracing part should be minimum 3MM thickness.</p> <p>Please clarify whether any modification on the bracing thickness shall be permitted?</p>	As Per Tender Document

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17	66	3.12 iii. D.1.d	<p>Cross bracing - Bracing for the connection of rafter and column should be of minimum thickness of 4mm L-angle with the help of minimum bolt diameter of 10mm.</p> <p>Please clarify, whether it will be permitted that cross section of Brace as per the design requirements subject to minimum thickness as per design requirements?</p>	As Per Tender Document
18	69	7.5	<p>All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on 1-ϕ/3-ϕ, 415 or 230 volts, 50 Hz (or voltage levels as per CEA/State regulations).</p> <p>Please clarify, whether Bidders are allowed to use GRP/FRP/Polycarbonate Enclosure?</p>	As Per Tender Document
19	70	9.7 & 9.8	<p>Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop less than 2% (DC Cable losses). 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%.</p> <p>Please Specify the Length of DC Cables, AC Cables, Earthing Strip/Cables? if cable requirement is more than G+2 floors, whether bidders will be allowed to take the additional cost from the consumers?</p>	In case AC cable length is greater than 50 meter, cost shall be dealt separately between consumer and vendor.

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20	46	2.18	<p>The cost of inspection at the time of commissioning shall be borne by the Empanelled Vendor. However, if the project is not found to be installed in an appropriate manner, all arrangement for the next visit of the authorized representative of the DISCOM shall be made by the vendor.</p> <p>Please clarify, whether the cost of inspection at the time of commissioning shall be borne by the DISCOM itself?</p>	<p>The cost of inspection at the time of commissioning shall be borne by the Empanelled Vendor. Cost of site visit by authorized representative of DISCOM shall be borne by DISCOM. However, if the project is not found to be installed in an appropriate manner, all arrangement for the next visit of the authorized representative of the DISCOM shall be made by the vendor.</p>
21	56	5.1	<p>The net amount of project cost (i.e. project cost - CFA) shall be paid by the concerned roof top owner to any of the empanelled vendors as per the following methodology:</p> <ol style="list-style-type: none"> 1. 20% payment in advance after signing of agreement. 2. 20% payment after installation of structure 3. 20% payment after installation of SPV modules and inverters at site 4. 20% payment after completing plant installation (including net-metering) and submission of written inspection request to the DISCOM 5. Final 20% payment after commissioning of the plant and injection of power to the grid. <p>Bidders requested to make the payment structure more lubricant by keeping the provision of higher percentage of release at the initial stages?</p>	<p>As per Tender Document, Same payment terms shall also be applicable in CAPEX Agreement.</p>

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22	57	5.3	<p>The CFA shall be released by the respective DISCOMs, only after receipt of the same from MNRE, within a period of 120 days from date of successful commissioning subject to the submission of all the requisite documents as specified in the tender.</p> <p>Please clarify, What kind of mandates are in place to secure the release of payment within 120 days?</p>	As Per Tender Document.
23	144	12	<p>PROVISION OF DATA: The CONTRACTOR shall be under an obligation to provide all data pertaining to Works and Power System for 5 years to <DISCOM>, INTER ALIA, about PV array energy production, solar irradiance, wind speed, temperature, etc. The customer/beneficiary as such will allow the CONTRACTOR to install a data logging system for power system monitoring including wind pressure monitoring and other eligibility.</p> <p>Please clarify the applicability of consumer categories?</p>	Solar irradiance, wind speed, temperature, etc. may be kept mandatory for solar plant sizes above 10 kWp instead of all categories in view of the commercial implications and feasibility for installation of pyranometer, anemometer, etc. for small sites.
24	117	13	<p>Please clarify on the applicability of Stadd Pro Report (Certified by structure engineer) on the different consumer categories?</p>	To All the Eligible Consumer Categories as per Tender Document as per Clause No. 1.2 (Page No. 23).
25	64	3.12	<p>Please clarify on the applicability and provision in dimension of structure above 1 meter height?</p>	If Structure is above 1 meter height, the cost shall be dealt separately between the consumer and vendor.

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26	11	1.9	Please clarify on the applicability of the any Insurance clause for CAPEX category in O&M Phase?	<p>Insurance shall be governed as per Clause No. 2.8 at Page No. 40.</p> <p>Insurance shall be submitted for both the CAPEX and RESCO (I&C and O&M Phase) as applicable.</p> <p>1.The Vendor shall be responsible and take an Insurance Policy for transit-cum- storage-cum-erection for all the materials to cover all risks and liabilities for supply and storage of materials at site, erection, testing and commissioning.</p> <p>2.Before commencement of work, the Vendor shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/ material/ equipment/ properties during execution of the Contract. The Vendor will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.</p> <p>3.The vendor shall also take appropriate insurance during O&M period.</p> <p>4. The Insurance covers as mentioned in above clauses are mandatory and in case of any violation of not taking Insurance Cover may result in imposition of Penalty. Penalty shall be deducted from the Vendors claim for subsidy under and the subsidy, in such cases shall be released only on submission of Indemnity Bond:</p> <p>1. Rs.5,000/per site - for plants having capacity >1-10kWp.</p> <p>2. Rs.10,000/per site - for plants having capacity >10-100kWp.</p> <p>3. Rs.20,000/per site - for plants having capacity >100kWp.</p> <p>The provision of penalty for not taking insurance is applicable one time only. on repetition of the same, the sanctioned of the particular site will be cancelled.</p>

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27	General	General	Which DISCOM is eligible for OPEN category, Processing and EMD fees, Please clarify?	Respective Discoms shall be the nodal agencies for Open category and shall notify the related procedures after price discovery. The respective Discoms reserves the right to notify open category and allocate/sanction project capacities to such bidders in batches.
28	General	General	Please clarify , wether Delhi DISCOMs have reserved any provision of payemnt security from consumer perspective in the case of CAPEX and RESCO categories?	As per Tender Document
29	187	Schedule-V	Please clarify , Who will bear the cost of Net Meter (including Net Metering connection) including CTPT as in scope of DISCOMs, what other costs involved in the tender price determination?	Kindly go through the tender document in detail to assess the costs involved. However, cost of net-metering application, registration charges and net-meter is to be borne by consumer.
30	General	General	Please Clarify on the applicability of extra bill/charge/amount from the consumer subject to the delivery of extra power to the consumer?	As per prevailing Tariff Order.
31	General	General	Please Clarify , whether Central Financial Assistance (CFA) shall be calculated on the lower the AC and DC?. However, in an example, where we put 16 panels on 335Wp capacity will be 5.36kW and the inverter of 5kW. We understand we can avail CFA against 5kW however, can we charge for additional 360 watt and mention it in the invoice if mutually agreed with the customer?	Vendor should match AC and DC capacity aligned with technical conditions as specified in tender document
32	63	2.4	Please clarify on the provision and applicability of inverter overloading upto 10 to 30%?	As per Tender Document
33	37	10.6	Please clarify , whether EMD exemption will be applicable for other than Delhi MSME registered Vendors and whether NSIC certificate for monetary exemption would be eligible ?	Bidders are advised to submit both MSME and NSIC Certificate to avail the benefits in the tender document.

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34	31	5.5.1	Please clarify , Whether Financial Eligibility criteria should be exempted as past two years company's net worth decline due to covid-19 pandemic crises?	No, As per Tender Document.
35	General	General	Please clarify , Whether company registered under Startup India shall be eligibility for relaxation like MSMEs?	As per Tender Document
36	31	5.5.1	Please clarify , Whether Joint Venture/ Partnership Firm are allowed to participate in the Tender Document?	No, As per Tender Document.
37	23	1.2	The Ministry of New and Renewable Energy (MNRE), Government of India vide OM No. 318/38/2018-GCRT Dated 18th August 2021 has notified the Benchmark cost for Rooftop Solar Plants for FY 2021- 22. Please clarify on the applicability of the revised Benchmark Cost notified vide OM Dated 27th October 2021?	The Ministry of New and Renewable Energy (MNRE), Government of India vide OM No. 318/38/2018-GCRT Dated 27 October 2021 has notified the Benchmark cost for Rooftop Solar Plants for FY 2021- 22, Same shall be used as Benchmark Cost under BYPL NIT No. CMC/BY/21-22/RB/SV/39 Dated 3rd February 2022. (Please refer the MNRE Benchmark Notification: https://solarrooftop.gov.in/notification/130_notification.pdf)
38	30	Technical Eligibility Criteria	Please clarify , whether 250 KWp cumulative installation capacity should be driven from the Grid-connected Rooftop Solar Power Plants or should be Grid Connected Solar Power Plants, please clarify?	Grid connected Solar PV Plant/As per Tender Document.
39	Clause 5		In the mode of RESCO Mode of implementation, who shall be responsible for consumer identification and what will be the subsidy disbursement mechanism, please clarify?	Vendor shall be responsible for identification of the customer as specified in Clause No. 1.1 of Scope of Work.
40	7	1.1	Whether Delhi DISCOMs will assist in consumer identification or support in demand aggregation or bidder shall bear the responsibilities for consumer identification and sensitization, Please clarify?	As per the Scope of Work, Clause No. 1.1

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41	9	1.6	Please clarify the period of completion of work, whether it will be 6 months or 15 months from date of issuance of LoA?	Total timeline for the above Scope of Work up to Commissioning of project is 15 months from dated of MNRE Sanction to Delhi DISCOMs i.e., 09.02.2023 for BRPL & BYPL and 18.4.2023 for TPDDL or as extended from time to time.
42	General	General	Whether NDMC is allowed under Delhi DISCOMs' Tender or they will have separate tender for vendor empanellment, Please clarify?	No
43	33	6.1	Please Clarify , whether the tender need to be submitted in online or offline mode of submission?	Offline Mode Only. Format-A: Need to be Amended and Shall be submitted offline Mode. However, other respective Price Bid clauses shall be ammended/ revised accordingly in the bid document.
44	General	General	Whether Delhi DISCOMs has any restriction on roof top installation or any grid connected systems are allowed for to meet the technical eligibility criteria, Please clarify?	As per tender Document
45	General	General	Relation with current tender and proposed simplified scheme of MNRE II, whether any enhancement of capacity in future is proposed or considered, Please clarify?	No
46	General	General	If Bidder go open category then in the case of acceptance L1, would we get empanelment and our name would be highlighted on Delhi DISCOMs approved list of vendors, Please clarify?	No Separate List will be issued for the Open Category.
47	General	General	For General Category Bidders, EMD exemption against NSIC certificate having under monetary limit mentioned. Is there processing fees would also be exempted in this case, Please clarify?	Processing Fee shall not be exempted in any case/categories, Same shall be applicable as per Bid Information Sheet .

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48	Technical requirement	Module Mounting Structure (MMS)	Structure Dimensions: Since we have been participating in previous tenders where the clauses for structure were in line with the wind load bearing capacity upto 165km/hr, we have stocked structure with slight difference in dimensions. Will that be acceptable to BSES if we provide the certificate against wind load bearing capacity/Staad Pro Report. Structure we do provide with height of 0.5m, Base plate-5mm, Column Lip Section- 60*30*2 Rafter Lip section-60*30*1.6, Purlin Lip Section- 80*50*1.6, Bracing- 30*30*1.6, please clarify?	As per Tender Document.
49	General	General	Please clarify on the provisions to apply/bid for more than maximum allocated capacity (i.e. 240kW under CAPEX-B) other than open category?	As Per Tender Document
50	10.6	-	Mode of BG submission of O&M Phase Request of accept PBG of O&M Phase in electronic mode/DD/FD since these are discrete in nature and have to be submitted customer wise, Please clarify?	O&M PBG need to be submitted customer wise. The Mode of O&M PBG submission shall be Bank Guarantee (BG)/Electronic Fund Transfer in the Name of Account as mentioned in the Bid Information Sheet.
51	4.2/Page No. 68	Metering	We understand since ELCB is now under vendor's scope we request you to please provide ratings of the ELCB category/capacity wise.	As per the Load Capacity/ Prevailing CEA's Regulation

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52	Clause 5		The 30% CFA advance will be released by MNRE to DISCOM only when it has submitted utilisation certificate of 12MW program. This 30% advance will help you release vendors CFA's payments on bill to bill basis. Has MNRE allowed you the advance? If not then how will you release vendor's payments? If vendor payment is not seamless & they do not get clarity on CFA disbursement, how will they participate? Please clarity on CFA disbursement provisions?	Advance CFA shall be released to the Delhi DISCOMs. CFA disbursement shall be treated as per Clause No. 5: CFA Disbursement and Payment Clauses of Tender Document.
53	10.7	Performance Bank Gurantee (PBG)	"The vendor shall complete the work of Design, supply, civil work, erection, testing and Commissioning of SPV grid connected Power Plant within 6 months from the issuance of the consent letter or the last date of the project timeline specified by MNRE to discoms whichever is earlier. In event of failure to install and Commission the RTS system within the mentioned timeframe, the entire Performance Bank Guarantee will be forfeited" In 6 months the vendor has to: Procure raw materials especially DCR panels, find customers, complete liasoning work as per SOP period, execute work, get meter tested, get inspection done from Electrical contractor & Discom's official, collect customer payment, do final meter installation, get insurance, placard & other extensive paper work done & On top of that he has to do all this for not one but for several cases. Forfeiting PBG & disqualification clause is	Relaxation in PBG (to be accepted in parts) is not applicable to L1 bidder. L1 bidder has to give PBG for the entire capacity allocated to him and has to execute the allocated capacity. In case of non-performance, PBG (for I&C period) amount on pro-rata basis by the empanelled vendor shall be 100% encashed

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
			extremely harsh. This clause will again keep vendors away from this tender. Kindly give suitable relaxation in PBG forfeit clause?	
54	General		Please clarify on the provisions to change the capacity post allotment/bidding after final acceptance to work at the L1 discovered rate. If there is no such kind of provisions are in place, BYPL may introduce a suitable provision for the same.	Bidders are advised to refer Clause No. 2.4: INCREASE/DECREASE OF BIDDER ALLOCATED CAPACITY and Clause No. 2.5: TRANSFER OF CAPACITY of the Tender Document.
55	Clause No. 10.7/ Page -37	Performance Bank Guaranty	Performance Bank Guarantee Please modify the amount of performance bank guarantee (PBG), instead of I&C and O&M BG, Delhi DISCOMs can set a provision to take a flat BG for across the different CAPEX and RESCO categories and PBG shall be allowed to be submitted in the form of Fixed Deposit as well?	As per Tender Document.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
56	43	2.16	<p>"The net invoice amount shall not exceed per kW discovered rate."</p> <p>Please allow bidders to invoice the amount more than per kW discovered rate, considering the following conditions:</p> <p>1. Not Possible in case customer require extra particular's (like heightened structure and tin shed type structure, wood type structure (modernize plant) so allowed to exceed amount invoice?</p> <p>2. Will the vendor make separate invoice for Net meter, Generation meter, their testing, related charges & customization etc. wherever applicable? OR incorporate in the same bill raised for CFA claim?</p>	<p>1. Invoice shall indicate the discovered Rates/ Per kW and Separate Items wise rate.</p> <p>2. Net Meter/Generation Meter Testing Charges shall be borne by the consumer and will be in the scope of respective Delhi DISCOMs.</p> <p>3.CFA shall be released based on the invoice as per discovered rate in the tender or MNRE benchmark price whichever is lower.</p>
57	52	2.3.1	<p>Please clarify on the possibility that a vendor may not be able to accept L1 price for a certain part & may be able to work in other parts, what will be the provision in such case to treat other vendors?</p>	As per Tender Document.
58	Pg 56	Clause 6	<p>"Bidder has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning" Certain approvals, consents & clearances from residential societies/associations, builders, local tax authorities or any of such nature are sole responsibility of beneficiary.</p> <p>The vendors responsibility of approvals & consents may be limited to his scope of work only, please clarify?</p>	As per Tender Document.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
59	Clause-2.9	Page No. 63	In case the consumer is having a 3-φ connection, 1-φ/3-φ inverter shall be provided by the vendor as per the consumer's requirement and regulations of the State. Please clearly that whether specified as 1 Phase inverters must be allowed for 1/3 phase installations up to 30A roughly 6kW?	Single Phase shall be allowed upto 3 kWp plant capacity. Above 3 kWp, it shall be as per existing Service Line Supply/Meter Type (Single/Three Phase).
60	Clause- 3.7	Page No. 64	The upper edge of the module must be covered with wind shield so as to avoid build air ingress below the module. Kindly remove this clause, wind shield covering for panels is not for GCRT applications.	As per Tender Document
61	General	General	All Discom's receives 30% CFA to start the program. After each work completion Discom's may at least release this amount to Vendor immediately. This will give him some boost & encouragement for taking more orders. To complete this program in such extra ordinarily short time it will require some extra ordinary relaxations.	As per Tender Document.
62	Clause No. 5	Financial Eligibility Criteria	Vendors registered with DIPP under Renewable Energy sector are eligible to participate in the Tender Part A and B only in line with Office Order of Department for Industrial Policy & Promotions issued vide no. 12 (11)/2017-SI dated 22.06.2017, which says that Central Ministries/ Departments may relax condition of prior turn over & prior experience in Public procurement subject to meeting of quality & technical specifications by Start-ups. Please clarify, whether DIPP register bidders shall be allowed to submit price bid as General Category Bidders or not?	As per Tender Document.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
63	General	General	Please clarify and provide the list of documents, which are required for online and offline bid submission in the form of separate checklist.	Bidders are advised to submit the documents in Offline Mode alongwith the listed documents mentioned in the Tender.
64	Annexure-V/ Pgae No. 130	Format for Bid Security Declaration	To be submitted separately for each project Group Bid security declaration format should be submitted for each part separately or Single annexure can be acceptable? Please Clarify as well what would be the name of project group?	EMD to be calculated separately for each category and can be sumitted in single (after totalling of the category wise EMD Amount)
65	Clause No. 2.11/Pagen No. 55	General	For CFA calculation, the project capacity would be decided based on PV array capacity or inverter capacity, whichever is lower. The nameplate capacity of PV array shall be taken as plant capacity. This will ensure benefits to the customer in the form of higher energy delivery. It is recommended to allow developers to bill at the DC capacity and DC Billing should decide the cost of the Solar PV system. Moreover, the bidders should be allowed to overload the inverter as per the inverter datasheet provided by the manufacturers. Through these two steps, customer will be able to reap significant benefits with substantially more energy generation from the plant for up to 25 years. It will also result in a significant increase in the inverter working hours. Please modify the clause with suitable substitute?	As Per Tender Document.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
66	Technical requirement	-	<p>All structure member should be of minimum 2 mm thickness.</p> <p>It is recommended that the bidder shall be allowed to determine the minimum thickness as per the design requirement (STAAD Analysis and IS 801 code) which can withstand the wind speed of the zone that area falls into and the load of the Solar PV System. Flexibility in determining the material and thickness (subject to the standard requirements) will also result in cost savings for the developer as well as the consumer. Such flexibility can lead to better innovations regarding the MMS in the country and increase in competitiveness on a global scale</p>	As Per Tender Document
67	Clause No.5 / Page No-68	Array Junction Boxes	<p>Requirement to add array junction box</p> <p>It is recommended that the requirement for DCDB be removed from the requirements for smaller systems as the inverter already has an in-built feature of DCDB/AJB. Most modern inverters come with 2 MPPT ports, which allow for 2 strings to be separately installed with the inverter.</p> <p>Please modify the existing clause?</p>	DCDB/AJB Separately required, in the case of Inverter does not have built-in feature of DCDB/AJB.
68	Clause No.7 / Page No-68	AC Distribution Box (ACDB)	<p>Requirement to add isolator panel</p> <p>It is recommended that the requirement for Isolator Panel be removed from the requirements given the MCCB function in ACDB. This can lead to cost savings of up to INR 1/Wp. Please modify the existing clause?</p>	As per Tender Document.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
69	Page No. 7	Scope of Work	<p>Requirement for the bidders to find customers after empanelment.</p> <p>The tender should specifically mention that demand aggregation does not come under the scope of the bidder adhering to the MNRE guidelines. There should be a mechanism to register demand from the residential prosumers. Such mechanisms can support heavily in scaling up RTS in the states. Programs like an information campaign can be carried out via DISCOM regional office to receive applications from interested customers. The demand aggregation by the DISCOM will ensure there is large pipeline of customers who are interested in setting up RTS in their homes. Please clarify?</p>	<p>As Per Tender Document Clauses (i) Section A Clause 1.1 at Page No. 23 and (ii) No. 4.3 at Page No. 54</p>
70	Clause No. 7.5 / Page No. 69	AC Distribution Box (ACDB)	<p>All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air -insulated, cubical type suitable for operation on 1-ϕ/3-ϕ, 415 or 230 volts, 50 Hz (or voltage levels as per CEA/State regulations). We recommend that GRP/FRP/Polycarbonate with IP65 protection can be used for lesser kW capacities as it is efficient and is of lesser weight, please clarify?.</p>	<p>As per Tender Document.</p>

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
71	General	General	We request to keep in hold of this tender until the new scheme does not get launched as per the Office memorandum MNRE dated 2nd Feb 2022, Please consider?	As per MNRE OM No.318/6/2022-Grid Connected Rooftop Dated 2nd February 2022, Clause No. 3, which stated as <i>"It is expected that the national portal will be developed in about six to eight weeks, Till the national portal comes into operation, the existing procedure for availing subsidy for installation of rooftop solar plant through DISCOMs will continue and will be the only authorized procedure to avail subsidy from MNRE. After the National portal set up, the beneficiary will have the choice of installing RTS availing either of the options."</i> It is recommended and advised to all the prospective bidders to participate in the Tender to extend the benefits of Subsidy to the Consumer.
72	General	General	If a company is registered in FY 2019-20 and completed two FY, and this company has the Financial turnover amount requirement in his Balance sheet as per the Tender, will this company will be allowed to participate in this tender. Please suggest?	As per Tender Document.
73	89	Format -7: Financial Eligibility Criteria Requirement	If a bidder has a common format of CA certificate with last three years , and all the information required in your format is available, allow us to submit our common CA certificate. It will reduce our wait time and multiple request to CA Firm. Since Bidders had to participate in multiple tenders everytime bidder had to put request for a new Certificate with certain amount of payment , its a lengthy process and generally it takes time to get a response, please consider?	As per Tender Document.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
74	Clause No. 5.5/ Page No. 30	Technical Eligibility Criteria	We request to reduce 250 kWp to 50 kWp, it will provide an open wing to multiple bidders. Like Gujarat Rooftop Scheme more than 250 bidders were working because of relaxation in eligibility criteria and Gujrat DISCOM successfully complete more than 500MW in rooftop subsidy scheme last FY, Please consider?	As per Tender Document.
75	Clause No. 5.5/ Page No. 31	Open category	Please Clarify , whether the distribution of capacities under the Open Category will be under the purview of respective Delhi DISCOMs i.e. BRPL, BYPL and TPDDL or Tendering Agency (i.e. BYPL) reserves the right for further allocation?	Respective Delhi DISCOMs i.e. BRPL, BYPL and TPDDL reserves the right for capacity allocation, including Open category. Open category shall be notified by the respective Delhi DISCOMs separately. The application shall be submitted to the respective DISCOMs and accordingly the allocation shall be made.
76	Page No. 50	Debarred From Participation in Tender	BYPL on the behalf on BRPL and TPDDL reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFP, such Bidders may be debarred from participating in any future tender for a period as decided by BYPL, Please clarify whether respective Delhi DISCOMs i.e. BRPL, BYPL and TPDDL have individual authority or BYPL shall do on the behalf of other two DISCOMS i.e. BRPL and TPDDL?	Bidders may be debarred from participating in any future tender for a period as decided by BYPL, subject to concurrence from other participating DISCOMs in the tender.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
77	Clause No. 10.10/ Page No. 38	Right to Withdraw the RFP and to Reject any Bid	BYPL further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account. Please clarify, whether each Delhi DISCOMs shall be responsible for acceptance/rejection of the bid for their own jurisdiction or BYPL shall managed on the behalf of both the Delhi DISCOMS i.e. BRPL and TPDDL?	As per Tender Document.
78	Clause No. 2.10/ Page No. 41	Penalty Provisions	These blacklisting from the future State/Central Government Tender provision were not there before. If bidder don't meet the annual generation as per clause clause No. 2.14. concerned Delhi DISCOM may forfeit the PBG limited to 10% of Subsidy for that particular Project. As with this 10% a customer can outsource O&M again to their vendor of choice, Please clarify?	As per Tender Document

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
79	Clause No. 2.12 / Pae No. 42	Operation and Maintenance Guidelines to be mandatorily Followed by the Bidders	<p>1.In the case of Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required, please consider the replacement within resonable timeframe as per manufacturer schedule, however brakage of the modules per net meter installation shall not be considered under replacement?</p> <p>2.All the equipment testing instrument required for Testing, Commissioning and O&M for the healthy operation of the Plant shall be maintained by the Bidder. The testing equipment must be calibrated once every 2 years from NABL accredited labs and the certificate of calibration must be kept for reference as required. Please consider that all the guidelines in O&M should be deemed met if PR as mentioned in the clause No. 2.14. is achieved. This Will eliminate any subjective evaluation and Inspector, please clarify and consider?</p>	<p>1. As per Tender Document. (Preferably within 7 days)</p> <p>2. As per Tender Document.</p>

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
80	Clause No. 5/ Page No. 55	CFA Disburshmen t and Payment Clauses	The payment clauses interferes with the free market concept. Vendors are already stretched beyond limits due to delayed subsidy and getting 60% of payment at supply which is already amount before subsidy is completely unfair and we request MNRE to review this again as it was mentioned by the DISCOM representative in the call that these 20% clauses are already approved by MNRE. In addition, if the Rooftop Beneficiary does not pay the last 20% to the vendors, they cannot submit the Payment receipts for claiming subsidy which is a mandatory document which was stated by the DISCOM representative in the pre bid meeting although we could not find this clasue where as only Invoice needs to be submitted and not Receipt. Please clarify and Suggest?	As per Tender Document.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
	General	General	<p>Genral Recommendation for the Consideration:</p> <p>1.Leads Distribution Procedure has been deleted which was there in the previous Tender. As BYPL already stated on the Pre Bid call, there will be online transparent procedure for equal distribution of leads therefore please document the details of this procedure in the Tender as this is a very important process specially as BYPL had no procedure of sharing leads in the previous tender and several of Vendors raised this concern even in monthly meetings but no attention was paid to the Same by BYPL. This is important to note to stop corrupt malpractices.</p> <p>2.One Delhi One Subsidy Quota - As Delhi is one area and even though DISCOMs operate in there own specific regions, we as Vendors should be allowed to transfer Capacity between DISCOMS as was the case for the last several years where Vendors could operate in</p>	

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
81			<p>any region of Delhi to complete there quotas. This is important as you have already mentioned in clause 20.1 that BYPL on Behalf of BRPL and TPDDL will blacklist Vendors who are not able to meet timelines. Timelines in the context of this Tender are only related to completion of projects so if as vendors if we can't meet a timeline to complete our allocation in one DISCOM then we can meet the timeline in another Discom.</p> <p>3.Timelines to get responses from DISCOMS - Several Instances of Emails to DISCOM go unanswered for weeks and months, So Process should be set that any Grievance which is raised by the Vendor should be replied to within 5/7 days of getting such emails for non urgent matters and in two business days for urgent matters. Clause 2.5 Transfer of Capacity Page 54 - Keeping transfer of capacity at the sole discretion of the DISCOMs is arbitrary in nature. You can add clause of "In Reasonable Circumstances the DISCOM would allow transfers as requested" In addition the Timeline for Getting Transfer Capacity \ Sanction letters from DISCOMs is not defined - Timeline should be defined for Discom for all its activities that effect the vendors.</p>	As per Tender Document

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
82	General	General	Genral Recommendation for the Consideration: Online Documentation Procedure – there is no mention of Online documentation procedure and transparency on how the DISCOM will Collect Subsidy documents and the back and forth there-of specially as in the past documents have been misplaced by DISCOM which may lead to undue losses to Vendors. The Discom representatives should work with the vendors to get the correct documents specially so new vendors do not loose out on subsidy due to this issue.	As per Tender Document.
83	General	General	Whether, it is mandatory to quote in all the three Delhi DISCOMs i.e. BYPL, BRPL and TPDDL or Bidders have choice to bid in any one of the Delhi DISCOMs, please clarify?	It is mandatory for bidders to quote in all the three Delhi DISCOMs as per the stipulated Min and Max capacities range.
84	Clause No. 5.5 / Page No. 31	Eligibility Criteria	Open Category: The bidders who do not have any prior experience or do not have minimum required prior experience in installation of grid connected solar PV power projects, shall not be allowed to submit price bids. Such bidders will be allowed to implement rooftop solar projects subject to matching of L-1 price. The tendering authority reserves the right to allocate/sanction project capacities to such bidders in batches.	Open Category: The bidders who do not have any prior experience or do not have minimum required prior experience in installation of grid connected solar PV power projects, shall not be allowed to submit price bids. Such bidders will be allowed to implement rooftop solar projects subject to matching of L-1 price. Respective Discoms shall be the nodal agencies for Open category and shall notify the related procedures after price discovery. The respective Discoms reserves the right to notify open category and allocate/sanction project capacities to such bidders in batches.
85	Page No. 6	Table No. 1	Min Capacity (kW) (for which the Bidder can submit its Bid)	" Min Capacity (kW) (for which the Bidder can submit its Bid) " shall be replaced with " Minimum bid Capacity kW per Discom ". The bidder should submit bids under respective categories with bid capacity for each DISCOM. The minimum and maximum Capacity a bidder has to quote in DISCOMs shall be as per the Table No. 1- at the Page 6 of the RFP.

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S.No.	Clause No./Page No.	Clause/ Title	Query/Proposal	Responses
86	Page No. 7	Table No. 1	The bidder to quote bid under project categories as per above table for each DISCOM (BYPL, BRPL and TPDDL). Delhi DISCOMs reserves the right for diversion of capacity from one bidder/ category to another (including transfer of unallocated capacity to OPEN Category) for 100% utilization of capacity sanctioned by MNRE, GoI.)	The bidder to quote bid as per above table mandatorily for each DISCOM under a particular category (BYPL, BRPL and TPDDL). Delhi DISCOMs reserves the right for diversion of capacity from one bidder/ category to another (including transfer of unallocated capacity to OPEN Category) for 100% utilization of capacity sanctioned by MNRE, GoI.). Bids shall be rejected in case Bidder does not submit its bid as mentioned above.
87	General	General	If the Empanelled Vendor is not able to commission the projects to the satisfaction of DISCOM, PBG (for I&C period) amount on pro-rata basis by the empanelled vendor shall be 100% encashed.	Refer response at Sr No.: 4
88	General	General	In case we transfer the Bid Bond Amount/EMD via online transfer, do we need to transfer the whole amount in one go or in parts as per category wise?	Bidders can submit the Bid Bond/EMD in cumulative value through online transfer to the respective Bank Details as mentioned in Bid Information Sheet.
89	General	General	As per clause 5.1 Techno commercial documents are to be submitted both in original format and soft copy format in USB Flash drive. Do we need to put the USB flash drive in the enclosed envelope?	Mandatory Soft copy of Techno-commercial documents should be submitted in one USB Drive alongwith Original Hard Copies in envelope.