



Central Electronics Limited
Materials Management Division

19th February, 2019

CORRIGENDUM-2

Ref: Reply of Pre-bid queries for Tender notice No. **C-2(b)/RFS/704/275/2019 Dated 06th February, 2019.**

Sub: "IMPLEMENTATION OF 11.12 MW_p GRID CONNECTED ROOFTOP SOLAR PV SYSTEM AT VARIOUS PREMISES OF CSIR GRID ACROSS INDIA UNDER RESCO MODEL"

In our tender notice/document no. **C-2(b)/RFS/704/275/2019 Dated 06th February, 2019., the following is reply of Pre-BID Query:**

S No	Page No	Clause No	Existing clause in the tender	Query from Bidder	Reply of Query
1	7		Bid information sheet - Period of work - 6 months from LOA issuance	6 months from the signing of PPA not LOA.	As per RFS
2	9	1.29	"Owner of project" shall mean CSIR or anyone who has ownership of the roof (including in the form of lease) and is the legal owner of all equipment of the project.	What does the project word refer to? Solar power developer will be the owner of all solar power plants and related instruments.	"Owner of project" shall mean anyone who has ownership (Including lease ownership also) of the roof and is the legal owner of all equipment of the project. Owner of the project can enter into a PPA with the consumer (S) of power for supply of solar power for at least 25 years from the date of commissioning of project
3	15	2.2.2	Further, Successful bidders to whom letter of allocation has been issued will have to	Further, Successful bidders to whom letter of allocation has been issued will have to submit separate PPA contract for each	Refer Corrigendum 3

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			submit separate PPA contract for each region.	Region.	
4	16	3.2.3. a	The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e. FY 2015-2016, 2016-2017 and 2017-2018) should be INR 10 Crores per MWp (Indian Rupees Ten Crores per MWp).....correspondin g annual accounts.	Please clarify if this clause be satisfied by the Parent company	As per RFS
5	24	3.13.4	If the Successful Bidder is not able to commission the projects to the satisfaction of CEL or CSIR, PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder shall be forfeited.	Satisfaction of CEL or CSIR is vaguely defined for which the bond will be forfeited, also there might be issues due to which bidder may not be able to commission project in already identified locations. There may be a possibility that reason for non-commissioning is attributable to CSIR, in such cases there should be a cure period defined wherein the issue can be resolved from both ends.	As per RFS
6	28	1.4.B	The tariff shall be calculated up to two decimal places. However, in case of a tie, capacity shall be allocated to the both the bidder in the ratio of 50:50.	How the capacity will be split within the region and can two bidders who have won the capacity approach the same institute?	As per RFS and Corrigendum 3.
7	29	1.7	In case a Successful Bidder is facing genuine difficulty in execution of project as per letter of allocation, due to site issues such as site not clear, delay in handover, CEL shall allow transfer of allocated capacity in full or part.	Please explain the meaning of "transfer of allocated capacity?".	As per RFS and Corrigendum 3.

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8	30	3.1	<p>Identified buildings indicating available area and proposed tentative capacity are enclosed along with the RFS document. The Bidders, however, in their own interest are advised to make a preliminary survey of availability of roof tops for which they intend to Bid and as prescribed in the RFS, as well as issue of Grid connectivity as non-availability of roof tops and non-completion of other formalities after allocation of project will result in forfeiture of Bid Bond/PBG amount submitted by them.</p>	<p>Non availability of rooftop can not be attributed to bidder and hence bidder can not be penalized forfeiture of bid bond should not be allowed.</p>	<p>As per RFS</p>
9	30	3.3	<p>The bidders who have been notified as Successful Bidders, shall be given 06 months from the date of issuance of Letter of Allocation for execution of the capacity. The time for submission of project sanction documents by the bidder to CEL will be maximum 06 (Nine) months from the date of issuance of allocation letter which can be extended depending upon the merit of the case. Failure of non-compliance of conditions stipulated above shall lead to forfeiture of PBG for that region in proportion to the capacity allocated in the CEL identified location as per clause 3.9.</p>	<p>1. Kindly confirm if timeline for project sanction documents is nine months or six months.</p>	<p>The bidders who have been notified as Successful Bidders, shall be given 06 months from the date of issuance of Letter of Allocation for execution of the capacity. The time for submission of project sanction documents by the bidder to CEL will be maximum 06 (Six) months from the date of issuance of allocation letter which can be extended depending upon the merit of the case. Failure of non-compliance of conditions stipulated above shall lead to forfeiture of PBG for that region in proportion to the capacity allocated in the CEL identified location as per clause 3.9.</p>

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10	30	3.4	<p>If after 6 months, the successful bidder could not execute the rooftop(s) capacity up to the allocated capacity and submit Project sanction documents, in such case PBG for unexecuted allocated capacity shall be forfeited and the allocated capacity gets cancelled and bidder including its Affiliates / Group Companies / Parent / Ultimate Parent Company may be debarred to participate in CEL's future tenders for a period as decided by the competent authority of CEL.</p>	<p>There may be technical reasons because of which bidder will not be able to execute upto allocated capacity, there should be cure period introduced in which these reasons should be removed and bidder should be allowed to execute the project.</p>	As per RFS
11	30	3.5	<p>Successful bidders shall share the time and date stamping photographs of the roofs and location details (Address) with CEL before entering into any legal agreement with the CSIR. This is to ensure that the location identified by the Successful Bidder / Developer is strictly complying the list provided along with the RFS document.</p>	<ol style="list-style-type: none"> 1. Please clarify, if individual entities will be signing the PPA or CSIR 2. Will each location have a separate PPA ? 3. Will tariff remains the same for every location or separate tariff needs to be submitted for every location 	As per RFS and Corrigendum 3.
12	30	3.6	<p>For facilitating bidders, a list of CSIR buildings indicating location /address / tentative capacity etc. Compiled by CEL is enclosed at Annexure –II. However, bidders are required to visit the buildings to ascertain real potential of capacity to be installed. CEL shall not bear any responsibility in this regard.</p>	<p>CEL or CSIR should take responsibility for the capacity mentioned and roof area made available. It will be unfair for the bidder to forfeit the bid bond due to non availability of roof or mentioned capacity not fitting in due to technical reasons.</p>	As per RFS

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13	30	3.7	Onus of completing the other documentation with CSIR lies with the Successful Bidder within the above-mentioned time frame.	Onus of signing PPA & helping the implementation project (roof availability, disclosure of technical information) should be CSIR as well.	As per RFS.
14	30	3.9	If the Bidder fails to commission the sanctioned project within specified time i.e. 6 months from the date of LOA, incentive shall be disbursed in line with provisions of the MNRE Sanction period. However, further period of 03 (three) months shall be allowed to Bidder for completion of entire unexecuted allocated capacity and penalty / LD on per day basis calculated for the Performance Security. After 3 months (i.e. total 9 months from the date of issuance of LOA), the project will get cancelled and the total PBG would be forfeited.	Please define how the penalty per day basis will be levied as per page no 24 clause 3.13.4, only pro rata basis PBG reduction is mentioned for non executed capacity.	As per RFS
15	32	5.6.1	During grid failure, the SPV system stops generating. Any instances of grid failure need to be mentioned in the monthly report and those instances need to be authorized by local DISCOM. This period will be excluded in calculation of CUF.	Interpretation of this clause means there is no DG-PV synchronization required, however page no 90 clause 2 mentions DG-PV system requirement. Please clarify which one to consider also in case of DG-PV sync systems, DG details need to be shared.	In case of DG Sets is available at sites then clause 2 of Part 6 will be applicable.

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16	33	8.1	<p>When the Successful bidder fulfills his obligation under the Contract, he shall be eligible to apply for Completion/ Commissioning Certificate. The Engineer-in-Charge/ CEL/CSIR representative shall normally issue to the Successful bidder the Completion Certificate within one month after receiving any application therefore from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents. The Successful bidder, after obtaining the Completion Certificate, is eligible to avail the Incentive from MNRE on recommendation of CEL as per the Clause 4.</p>	<p>Will completion certificate have required for project sanction. If yes then the timeliness of completion certificate and submission of documents required for project sanction do not match.</p>	<p>As per RFS</p>
17	34	8.2	<p>CEL service charges are charged for site visits, inspection, liaison, monitoring etc. Taxes and duties shall be paid extra. CEL service charges are non-refundable and for each project the service charges have to be paid at the time of submission of project Sanction Documents. In the absence of CEL's service charges, the project sanction documents shall not be acceptable to CEL.</p>	<p>Please define the amount for CEL service charges. Are they over and above 5% PMC service charges ?</p>	<p>Refer Corrigendum 3</p>

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18	34	8.1.2.1	Final Certificate shall have been issued by the Engineer-in- Charge not withstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner of Roof/ CEL.	Please define the purpose of getting final certificate after 25 years.	As per RFS
19	37	2.1	The Tariff is valid for 25 years after the commissioning of the project as per CSIR acceptance. period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.	Please define the kind of training expected.	O&M training to the O&M Incharge/Engineer/Supervisor
20	37	2.1.2	The tariff shall remain firm and fixed and shall be binding on the Successful Bidder till 25 years from the commissioning of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.	The clause as mentioned doesn't factor unforeseen circumstances	Refer RFS & Corrigendum 3
21	38	4	The successful bidder has to transfer all the Guarantees/ Warrantees of the different components to the Owner of the project.	The owner of the project and all equipement is the successful bidder for 25 years. Only post that properties can be tranferred to CSIR.	As per RFS
22	39	6.2.2	Deputation of qualified and experienced engineer/ technicians till the O&M period at project site.	Request state wise deputation of technicians during the O&M period, it will very difficult project site wise.	As per RFS

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23	39	6.2.5.5	Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc. Mobile app will be generated for live monitoring of Solar PV Plant.	Online web login for performance monitoring can be accessible from mobiles. Mobile app will not be provided.	As per RFS
24	39	6.2.5.7	For any issues related to operation & maintenance, number shall be made available to the rooftop owner/ plant owner to resolve within 72 hours.	Complaint will be acknowledged and resolution plan to be submitted 72 hours. actual resolution may take longer as per the severity of the issue.	As per RFS
25	43	13.3	For purpose of this clause, "Force Majeure" means an event like Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by CEL and its decision shall be final and binding on the contractor and all other concerned.	Bidder requests to modify the clause as :For purpose of this clause, "Force Majeure" means an event like Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by CEL and its decision shall be final and binding on the contractor and all other concerned.	As per RFS
26	88	1.6. a	The combined wattage of all inverters should not be less than rated capacity of power plant under STC	Over sizing should be allowed as per the invertor manufacture	As per RFS

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27	89	1.7.f, 1.7.g & 1.7.h	<p>f) Successful Bidders shall be responsible for galvanic isolation of solar roof top power plant (>100kW) with electrical grid or LT panel.</p> <p>g) In PCU/Inverter, there shall be a direct current isolation provided at the output by means of a suitable isolating transformer. If Isolation Transformer is not incorporated with PCU/Inverter, there shall be a separate Isolation Transformer of suitable rating provided at the output side of PCU/PCU units for capacity more than 100kW.</p> <p>h) The PCU/inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range, Electro Magnetic Interference (EMI) and Anti-Islanding measures at the</p>	<p>We will not be giving isolation transformer the inverter are capable of maintaining the generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range, Electro Magnetic Interference (EMI) and Anti-Islanding as per IEC - 62116 standard</p>	As per RFS
28	91	3.iX	<p>Computerized AC energy monitoring shall be in addition to the digital AC energy meter.</p>	<p>The computer should be provided by the client</p>	As per RFS
29	91	3.Xii	<p>Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.</p>	<p>USB download will not be possible. CSV file can be downloaded from the web portal</p>	As per RFS
30	94	7.xi	<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 (power loss) of the entire solar system to the minimum (2%)</p>	<p>The voltage drop or power loss should be average for the entire site</p>	As per RFS

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31	94	7.Xiii	Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every distance of one meter.	As per OEM specification however it is not possible to give drum number and batch number	As per RFS
32	94	7.viii	For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible copper cables shall be used; Outdoor AC cables shall have a UV- stabilized outer sheath.	Aluminium cable to be used for AC side	As per RFS
33	96	1.2.h	The total load of the structure (when installed with PV modules) on the terrace should be less than 60kg/m ² .	In case of water proofing the total weight will be higher	As per RFS
34	96	12	QUALITY ASSURANCE/CONTROL PROGRAM	Please mention when the plan needs to be submitted	As per RFS
35	98	1.5.f	All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better	All indoor panels will have protection of IP42 . All outdoor panels will have protection of IP55 with canopy.	As per RFS
36	102	Annexure 3	Feasibility report	Please share the roofs considered. In case the institute refuses to install in the respective roof the capacity should be respectively reduced Please share the analysis bases in the RFS	Refer corrigendum 1
37	140		Definitions and interpretation	1. In definitions, following points are not defined properly, need to reword it: 2. In Point "a" of actual monthly consumption, need to confirm if main meter records the monthly generation and reword if required. 3. Applicable law not defined. 4. In Business day, MSPL doesn't	S No 1-4 As per RFS 5. COD Means Commercial operation date

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				work on Sat, hence definition might need change. 5. COD not defined.	
38	141		Definitions and interpretation	1. Delivery point definition is ambiguous, need to specify it as per bidder's requirement PPA. 2. Dispute not defined in definition nor in clause no 17. 3. Due date not defined Effective date not defined. 4. Expiration date definition need to be elaborated.	As per RFS
39	143	5	System operations	1. Deemed generation clause shall be mentioned explicitly 2. Deemed generation - Loss of units formula shall be included in PPA. 3. Need to check and reword the statement "Purchaser may choose and pay power producer for diagnosing and correcting the problem". Purchaser shall bear the cost. 4. In Metering clause "C", clause shall include "Any additional meter required by applicable law for Solar plant".	As per RFS
40	143	4	Completion period	1. COD definition shall be mentioned explicitly.	As per RFS
41	147	7	Tariff & payments - Time of payment	1. Instead of 30 days it should be 15 days. 2. In "Disputed payments" clause, need more clarity on disputed amount calculation.	As per RFS

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42	148	7	Change in Law	<p>Change in law shall be changed as per bidder request:</p> <p>23.1. The Parties mutually agree that, if after the Effective Date, there is a Change in Law, in each case, the impact and effect of the Change in Law shall be passed through to the scope of the Purchaser, with respect to the sale of Solar Power under the Agreement, to the extent mandated by the Change in Law.</p> <p>23.2. Cross Subsidy Surcharge (CSS) and/or any other regulatory charges (including but not limited to statutory levies/charges/taxes/duties/cess or any other charges as leviable by any Government Authority or statutory body on generation and/or supply of electricity), as and if applicable for this Agreement to be passed on to the Purchaser.</p> <p>23.3. Subject to Clause 24.1, the adjustment in Tariff and the Monthly Bill shall be effective from the date on which the Change in Law is brought into force.</p> <p>23.4. Change in Law for the purposes of this Agreement shall include the occurrence of any of the following events (“Change in Law”):</p> <p>23.4.1. the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal of any Applicable Law that may result in additional costs or obligations to the SPD; or</p> <p>23.4.2. a change in the interpretation of any Applicable Law by a competent court of law or any Governmental Authority which results in any change in computing the cost of or revenue from the business of generating and selling electricity by the SPD under the terms of this Agreement; or</p> <p>23.4.3. change in any consents,</p>	As per RFS
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approvals, or licenses available or obtained for the matters contemplated hereunder, which results in any change in any cost of or revenue from the business of generating and selling electricity by the SPD under the terms of this Agreement; or

23.4.4. the imposition by any Governmental Authority of any material condition in connection with the issuance, renewal, modification (including ceasing to have full force and effect or inclusion of any additional consents, permissions, approvals or actions of similar nature), revocation or nonrenewal of any consent after the Effective Date, which in either of the above cases results in any change in any cost of or revenue from the business of generating and selling electricity by the SPD under the terms of this Agreement; or

23.4.5. introduction of any new taxes, duties, cess or change in the rates of taxes or duties imposed by any Governmental Authority; or

23.4.6. change in interpretation on the position taken by SPD on any taxes or duties

23.5. In the event of introduction of Anti Dumping Duty (ADD)/ Safeguard Duty or any other additional tax, duty or levy ("Additional Duty") on the Solar Power Plant or components thereof, Parties shall discuss and evaluate the impact of the same and amend this Agreement so as to place the SPD in the same position as it would have enjoyed prior to the introduction of the Additional Duty . The impact of additional costs resulting from ADD / Safeguard Duty shall be borne by the Purchaser through a lump sum payment equal to 100% of the cost of such Additional Duty, payable by the Purchaser to

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				the SPD within 7 days of the introduction of the Additional Duty.	
43	148	7	Limitation of liability	<p>Change in law shall be changed as per bidder request:</p> <p>24. LIMITATION OF LIABILITY</p> <p>24.1. Neither Party nor its directors, officers, shareholders, partners, members, agents, employees, subcontractors or suppliers shall be liable for any loss of revenue, loss of profit, loss of opportunities, loss of use, loss of production, loss of contracts or for any other financial or economic loss whatsoever nor for any indirect or consequential loss of any kind arising out of their performance or non-performance hereunder and under the law of torts, except those arising from any fraud, intentional or wilful misconduct or illegal or unlawful acts on its part or breach of confidentiality obligations hereunder. Provided however Purchaser shall always be responsible for making payments related to Deemed Generation as per the provisions of this Agreement.</p> <p>24.2. SPD's maximum liability arising from, or in connection with, the performance or non-performance or other breaches of this Agreement shall be limited to 20%.</p> <p>24.3. If no remedy or measure of damages is expressly herein provided, the obligor's liability shall be limited to direct actual damages only.</p>	As per RFS
44	156	14		<p>Bidder requests to modify the clause as :</p> <p>.....In the event of such assignment, the Purchaser will be</p>	As per RFS

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				able to hold the Power Producer as well as the party to whom the benefits under this contract are assigned, to be jointly and severally responsible for performing the obligations under this contract	
45	39 & 90	6.2.5.5 & 3.2	Online Performance Monitoring, controlling, troubleshooting, maintaining of logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the daily generation, regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc. Mobile app will be generated for live monitoring of Solar PV Plant.	The plant monitoring will be possible but controlling will not be acceptable	As per RFS
46				1. Which legal entity will be signing the PPA for each of the facility in two regions. 2. Please clarify, what would be CSIR's involvement in making roofs available of all facilities in two regions.	As per RFS and Corrigendum 3
47				No payment security is mentioned in PPA, MSPL would need payment security equivalent to 6 months of receivable.	As per RFS
48				Please clarify, if single tariff needs to be submitted for entire region.	Refer Corrigendum 3
49			General queries	1. Roof strenghting should be in the scope of client and the time line of the project should be extended accordingly 2. Spare feeder should be provided by client for the evacuation 3. The shifting of shadow object and trimming of trees should be in	As per RFS

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				the scope of client 4. Can the developer go for a higher capacity for one facility mentioned in the RFS and compensate for the short fall of the other. 5. Please provide the process to get site visit	
50			Bid Information Sheet Last date & Time Submission of bids at CEL office, Sahibabad- 21.02.2019 up to 14.30 HRS		Refer corrigendum 3
51		Cl. No. 8.2.2 of Part 3	PMC Service Charges of 5% of the MNRE benchmark cost, minus eligible incentives will be claimed by CEL from the Successful bidder. Such charges shall be billed by CEL to the successful bidder within 07 (seven) days from the date of issue of LOA and paid by Bidder within 15 (fifteen) days from the date of submission of invoice by CEL		Refer corrigendum 3
52		Annexure 1	Price Bid		Refer corrigendum 3
			Net Metering		
53		Cl.No. 2.1.1 of part 2		As per IFB bid details Cl.No. 2.1.1 bidder will be required to furnish year on year tariff for 25 years from the date of commissioning. But as per Part IV General Conditions of Contract Cl.No 2.1.2 tariff shall remain firm and fixed and shall be binding on the successful bidder till 25 years so please clarify whether we have to quote year on year tariff or fixed tariff for 25 years-Please suggest.	Refer corrigendum 3
54			Bid submission date	Pls extend from 21.02.2019 to minimum 7 days after pre-bid query reply is published by CEL. Kindly note that BG can be prepared only after clarity on which region to bid for based on the Corrigendum issued by CEL regarding the amendment in labs assigned to each region.	Refer Corrigendum-3

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55			Table 1.2: Incentive structure	MNRE Benchmark cost has been revised to 53/Wp for projects above 100KWp vide MNRE Notification – 318/38/2018-GCRT. Please re-confirm which subsidy benchmark will be applicable.	MNRE Benchmark Cost as below: Capacity above 1 KW and Up to 10 KW would be 60 Rs/Wp Capacity above 10 KW and Up to 100 KW would be 55 Rs/Wp Capacity above 100 KW and Up to 500 KW would be 53 Rs/Wp And refer MNRE Notification No 318/38/2018-GCRT Dated 15 June 2018 and Subsidy would be applicable as per MNRE benchmark cost
56			PBG to be paid within 30 days from LOA or else 1.25% interest is applicable. Checking estimated capacity is bidder's responsibility	As the capacity can vary, we request that the PBG should be submitted on the final capacity after detail engineering survey and not on the tendered capacity.	As per RFS
57			Annexure II The indicative list of sites	<p>We would like to bring to CEL notice that several state regulations are not allowing RESCO model installation with net metering. Specific issues are mentioned below:</p> <ol style="list-style-type: none"> Gujarat does not allow rooftop solar projects in RESCO model. Reference Attachment Enclosed. Tamil Nadu does not allow net metering for HT consumers. If the proposed sites in TN are five day working and require net metering, DISCOM will not approve net metering for HT consumer. Reference Attachment Enclosed. <p>If the proposed site does not require net metering, DISCOM will provide permission to operate rooftop solar plant only if the Consumer has a "Dedicated feeder" from TANGEDCO.</p> <ol style="list-style-type: none"> Uttar Pradesh: Recently published net metering regulation 	As per RFS

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				2019 states that net metering will be allowed only for LT residential and agricultural category consumers. Reference Attachment Enclosed.	
58				Most CSIR laboratory buildings across India are more than 25 years old. CEL should mandate that each CSIR lab clarify in writing through a roof stability certificate that the roofs proposed for rooftop solar installation have the required strength. This is very important since the execution time provided to the successful bidder is only 6 months and Customer should provide approval on drawings within the 15 days provided as per PPA. In case of delay in drawing approval, CEL shall allow extension of time to bidder to complete the installation and commissioning beyond the 6 month time.	As per RFS
59		Clause 5.1	Bidder or rooftop owner has to obtain necessary approvals/permissions/NOC	Most CSIR laboratory buildings across India are more than 25 years old. CEL should mandate that each CSIR lab clarify in writing through a roof stability certificate that the roofs proposed for rooftop solar installation have the required strength. This is very important since the execution time provided to the successful bidder is only 6 months and Customer should provide approval on drawings within the 15 days provided as per PPA. In case of delay in drawing approval, CEL shall allow extension of time to bidder to complete the installation and commissioning beyond the 6 month time.	As per RFS
60	150	Clause No-8.d, e, f		"The successful bidder have to furnish a draft Lease Agreement for CSIR Roof Leasing and the same will be approved by CEL after scrutiny. The Lease Agreement will be an integral part of the LOA and PPA Agreement."	As per RFS

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61				"The Power Purchaser should make available water source necessary for cleaning of the Solar PV Modules."	As per RFS
62	Pg 99	Array Structure-1.2(i)	The minimum clearance of the structure from the roof level should be 300 mm.	Clearance of 300mm shall not be mandatory as ballast structures that do not require penetration on roofs are available at lower heights.	As per RFS
63	Pg 102	Junction Boxes-1.3	Junction Boxes (JB)/ DCDB	Any kind of requirement for protection devices are in-built in the grid tied inverters thereby making the use/requirement of Junction boxes optional. Please confirm	As per RFS
64	Pg 105	Data Acquisition system/Plant Monitoring-3(iii-iv)	Solar Irradiance: An integrating Pyranometer / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system. iv. Temperature: Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with readouts integrated with the data system logging	Radiation sensor and ambient temperature sensor would be provided for radiation measurement and temperature sensors shall be provided at one site in each city. Kindly allow.	As per RFS
65	Pg 110	Connectivity-8(Table-Plant capacity)	Above 100kW At HT/EHT level (11kV/33kV/66kV) as per DISCOM rules	Wherever the capacitive consumption is higher than that of the connected load, systems more than 100kW shall be allowed at connection 415V-3Phase. In this case system can be splitted in 100kW. We request you to kindly the same	As per RFS

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66	Pg 39	GCC- 8	Minimum CUF of 15% should be maintained for a period of 5 years	As all locations are not true south facing and Also in different Cities. CUF could be capped at 13 to 14% owing to the orienatation and the irradiance levels of the city. Kindly allow	As per RFS
67	Pg 13	Clause 1.2	It may be noted that MNRE and the bidder on the same.	Inline with standard tender conditions and since the tender involves Government Organisations, Facilitation of Subsidy and Disbursement thereof should be in scope of CEL as the Nodal Agency for the tender.	As per RFS
68	Pg 146	7	The Power Producer shall invoice Purchaser on the first day of each month (each, an "Invoice Date") commencing on the first Invoice Date to occur after the Commercial Operation Date, for the Solar Power Payment in respect of the immediately preceding month.	Please confirm for each building, who will be the Power Purchaser, PA signing Authority and with whom will the SPD have to raise their bills/invoices.	As per RFS
69		Additional	Payment Security Mechanism	Like other tenders, we request you to incorporate payment security mechanism like LC, escrow etc. in this tender.	As per RFS
70	pg 61	Format-8	FORMAT FOR CERTIFICATE OF RELATIONSHIP OF PARENT COMPANY OR AFFILIATE WITH THE BIDDING COMPANY	We request you that this format should be certified by Certified CA instead of practicing CA	As per RFS
71	Pg 147,1 48	PPA clause 6 Change in Law	For the Purpose of this section 7.8, the term "Change in Law" shall mean the occurrence of any of the following events after the Effective date.....	We request you to change this clause as follows: "For the Purpose of this section 7.8, the term "Change in Law" shall mean the occurrence of any of the following events after the bid due date , resulting into any additional recurring / non..."	As per RFS

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72	Pg 32	Clause 8.2.2	PMC Service Charges of 5% of the MNRE benchmark cost, minus eligible incentives will be claimed by CEL from the Successful bidder.....	Please clarify PMC charges in detail.	As per RFS and Refer corrigendum 3
73	Pg 13	Clause 1.1Under this scheme CSIR envisages installation of aggregate capacity of 11.12 MWp on the rooftop of its operational buildings in various states across the country. Cited by MNRE vide notification no. 03/88/2015- 16/GCRT dated 30th March'2017....	Request you to kindly clarify the status of sanction of subsidy from MNRE and also request to share the sanctioned letter. Kindly confirm that the bidder has to quote tariff while considering the subsidy disbursement.	As per RFS
74	Pg 165	Schedule 2	Purchase Price in Crores (Rs)	Like other tenders, please clarify the buy back/purchase price as its not mentioned in the tender.	As per RFS
75	Pg 145	Clause 5.3	Over the preceding 12 (Twelve) months, or, if the disruption occurs within the first 12 months of operation, the average over such period of operation (deemed generation)	Please clarify at what rate the deemed generation shall be provided. In other tenders, its generally 75% of the tariff.	As per RFS
76	Pg 144	Clause No.5	If any repair or maintenance costs incurred by the Power Producer as a result of Purchaser's breach of its obligations, shall be reimbursed in full by Purchaser	Please clarify about the tentative replacement cost provided by you or the basis of the replacement cost.	As per RFS
77	Pg 31	Clause 4.1(1/3 of the amount mentioned in the table 1.2)	Please provide clarity on the term 'successful O&M'	As per RFS
78	Pg 41	Clause 9	The project progress will be monitored by CEL.....The cost of Inspection shall be borne	CEL officials or their deputed authorities may visit sites any time for inspection however the cost of inspection arises of such visits	Ok

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			by Vendor only.	should be borne by CEL only.	
79	RFP	86	1.2.b	Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.	As per RFS and Subject to approval of CSIR/CEL
80	92	5.a	Regarding the generated power DISCOM, state regulator may be followed.	Please clarify.	As per RFS
81	95	9.a	After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose.	Under the RESCO mode the maintenance of the plant is in the bidder scope. Site incharge generally carry the tools and tackles with them in case of repair or maintenance. Thus keeping of tools at site wont be necessary .Does we would request reviation in this clause. However if bidders have to keep tools and tackles at site them please clarify the following points: 1) Does bidders have to provide the tools & tackle site wise ? 2) Please provide list of spares and quantity. 3) Request you to please provide sufficient space to keep all the tools and tackles site wise?	As per RFS

3. No any bidder is exempted from deposit of EMD and other fees for this Tender. No any further extension of bid submission date will be considering on Bidders request.

All other items and condition shall remain the same.

For CENTRAL ELECTRONICS LIMITED

sd/-

ASSISTANT GENERAL MANAGER

MATERIALS MANAGEMENT DIVISION



Central Electronics Limited
Materials Management Division

19th February, 2019

CORRIGENDUM-3

Ref: Amendment in Tender notice no. **C-2(b)/RFS/704/275/2019 Dated 06th February, 2019.**

Sub: "IMPLEMENTATION OF 11.12 MW_p GRID CONNECTED ROOFTOP SOLAR PV SYSTEM AT VARIOUS PREMISES OF CSIR GRID ACROSS INDIA UNDER RESCO MODEL"

In our tender notice/document no. **C-2(b)/RFS/704/275/2019 Dated 06th February, 2019., the following is amended:**

S No	Clause No	Existing clause in the tender	Updated clause in the tender (To be read as)
1	13 of Part 1	<p>The detailed scope of work includes:</p> <p>13.1 Site Survey, Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning of the grid connected rooftop Solar PV Project including Operation and Maintenance (O & M) of the project for a period of 25 years after commissioning of project.</p> <p>13.2 List of Identified rooftops indicating potential for proposed installation capacity has been enclosed herewith this RFS documents as Annexure - II. The capacities are as per the site survey conducted by CEL and is indicative only. Successful bidders are requested to visit the respective sites and check the feasibility of space including installation capacity in consultation with respective site in charge / owner. Successful bidders need to submit project sanction</p>	<p>The detailed scope of work includes:</p> <p>13.1 Site Survey, Design, Engineering, Manufacture, Supply, Storage, Civil work, Erection, Testing & Commissioning, Synchronization with grid and Net metering of the grid connected rooftop Solar PV Project including Operation and comprehensive Maintenance of the project for a period of 25 years after commissioning of project.</p> <p>13.2 The successful bidder shall be responsible /liable for maintaining generation as per PPA agreement and shall be required to replace parts/equipment during the 25-year period to maintain generation as per PPA</p> <p>13.3 List of Identified rooftops indicating potential for proposed installation capacity has been enclosed herewith this RFS documents as Annexure - II. The capacities are as per the site survey conducted by CEL and is indicative only. Successful bidders are requested to visit the respective sites and check the</p>

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		documents (PPA agreement between successful bidder and the rooftop owner(s) at the quoted tariff as per RFS and project report) for the approval of CEL for issuance of project specific sanction letter(s). The PPA shall be executed in the prescribed format attached herewith this RFS document in Annexure V which have been provided by Ministry of New and Renewable Energy	feasibility of space including installation capacity in consultation with respective site in charge / owner. Successful bidders need to submit project sanction documents (PPA agreement between successful bidder and the rooftop owner (s) at the quoted tariff as per RFS and project report) for the approval of CEL for issuance of project specific sanction letter(s). The PPA shall be executed in the prescribed format attached herewith this RFS document in Annexure V which have been provided by Ministry of New and Renewable Energy.
2	9 of Part 1	CEL reserves the Right of Transfer/modifications of capacities from one region to another with matching of L-1 tariff of new proposed region as per requirement of the project with acceptance of CSIR.	CEL reserves the Right of Transfer/modifications of capacities from one region to another with matching of L-1 tariff as per requirement of the project with acceptance of CSIR.
3	DEFINITIONS & ABBREVIATIONS : of PART-1	1.2 "Benchmark Tariff" shall mean per kWh tariff defined by MNRE for solar power plants without battery. For the purpose of this RFS, the benchmark tariff will be considered as per table 1.2.	1.2 "Benchmark Tariff" shall mean per kWh tariff defined by MNRE for solar power plants without battery. For the purpose of this RFS, the benchmark tariff will be considered as per table 1.3.
4	1.1 of Part 2	**Special Category states/UTs include- North eastern states including Sikkim, Uttarakhand, Himachal Pradesh, Jammu & Kashmir, Andaman & Nicobar Islands, Lakshadweep Islands. **The incentive indicative above is subject to revision on annual basis. Note: -Above Incentive Calculation is based onnotification no. 03/88/2015- 16/GCRT dated 30th March'2017.	**Special Category states/UTs/Island include- North eastern states including Sikkim, Uttarakhand, Himachal Pradesh, Jammu & Kashmir, Andaman & Nicobar Islands, Lakshadweep Islands. **The incentive indicative above are subject to revision on annual basis. Note: -Above Incentive Calculation is based on notification no. 03/88/2015- 16/GCRT dated 30th March'2017.
5	Page No.-7	Bid Information Sheet Last date & Time Submission of bids at CEL office, Sahibabad: 21.02.2019 up to 14.30 HRS Bid Opening (Techno-Commercial): 21.02.2019 at 15.30 HRS	Bid Information Sheet Last date & Time Submission of bids at CEL office, Sahibabad: 25.02.2019 up to 14.30 HRS Bid Opening (Techno-Commercial): 25.02.2019 at 15.30 HRS
6	1.2 of Part 2	It may be noted that the applicable incentive amount shall be released directly by MNRE to successful bidder(s) / developer(s) on the recommendation of CEL. However, the total outgo of tariff Plus Incentive shall not exceed the benchmark Cost	It may be noted that the applicable incentive amount shall be released by MNRE to successful bidder(s) / developer(s) on the recommendation of CEL. Recommendations of CEL shall not be open to review by the bidder. Decision of MNRE on incentive shall be binding on

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		of MNRE as per table number 1.3. Recommendations of CEL shall not be open to review by the bidder. Decision of MNRE on incentive shall be binding on the bidder and CEL will not be liable for any disputes between MNRE and the bidder on the same.	the bidder and CEL will not be liable for any disputes between MNRE and the bidder on the same.
7	2.1.1 of part 2	Bids are invited from the prospective bidders for the Tendered Capacity as indicated in Annexure –II. In this part, the bidding is in tariff. In this part, successful bidders with sites falling under general category states and UTs will be provided Incentive of INR13,750/-per kWp whereas successful bidders with sites falling under special category states and Islands will be provided INR 33,000/- per kWp as per table 1.2. Bidders will be required to furnish year on year tariff for 25 years starting from the date of commissioning of the Project. Capacity will be allocated based on the lowest tariff for 25 years quoted by the bidder for each region. subject to Clause 3.2 of RFS.	Bids are invited from the prospective bidders for the Tendered Capacity as indicated in Annexure –II. In this part, the bidding is in tariff. In this part, successful bidders with sites falling under general category states / UTs will be provided Incentive of INR13,750/-per kWp whereas successful bidders with sites falling under special category states and Islands will be provided INR 33,000/-per kWp as per table 1.2. Bidders will be required to furnish fixed tariff for 25 years starting from the date of commissioning of the Project. Capacity will be allocated based on the lowest tariff for 25 years quoted by the bidder for each region. subject to Clause 3.2 of RFS.
8	2.2 of part 2	The bidder who has quoted lowest tariff shall be declared as successful bidder. The tentative Region wise capacities are tabulated as Annexure II: SIZE OF THE PROJECTS	The bidder who has quoted lowest tariff for a region shall be declared as successful bidder for that region. The tentative Region wise capacities are tabulated as Annexure II: SIZE OF THE PROJECTS
9	2.2.2 of part 2	Further, Successful bidders to whom letter of allocation has been issued will have to submit separate PPA contract for each region.	Further, Successful bidders to whom letter of allocation has been issued will have to submit separate PPA contract for each site.
10	s.no (a) of 3.2.3 of part 2	(a)The max Average.....If party is quoting for more than two regions, then the Minimum Average Annual Turnover (MAAT) required shall be more than sum of that required for two regions with higher capacities.	(a)The max Average.....If party is quoting for both the regions, then the Minimum Average Annual Turnover (MAAT) required shall be more than sum of that required for both regions with higher capacities.
11	s.no X of 3.7.1.1 B of part 2	Preference table 2 as mentioned in annexure II for bidders who are applying for more than two regions.	Preference table 2 as mentioned in annexure II for bidders who are applying for both regions.
12	1.5.3.3 of part 3	In case, bidder is declared L1 for more than one Region, the bidder will be assign the one prefer Region on the basis of preference selected as per table 2 mentioned in Annexure II at the time of submission of bid. However, bidder should indicate the Region-wise preference in case bidder is applying for more than one regions. Successful Bidders will be sanctioned maximum one Region.	In case, bidder is declared L1 for more than one Region, the bidder will be assign the one prefer Region on the basis of preference selected as per table 2 mentioned in Annexure II at the time of submission of bid once one region is allocated then the L2 bidder shall be offered L1 price for the second region. Upon acceptance of L1 price the second region shall be allocated else L3 bidder of second region shall be offered L1 price

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			and so on till a bidder of second region accept L1 price. If no bidder accepts L1 price in the second region, then the LOA may be issued to L1 bidder. However, bidder should indicate the Region-wise preference in case bidder is applying for more than one regions.
13	8.2.2 of Part 3	<p>PMC Service Charges of 5% of the MNRE benchmark cost, minus eligible incentives will be claimed by CEL from the Successful bidder. Such charges shall be billed by CEL to the successful bidder within 07 (seven) days from the date of issue of LOA and paid by Bidder within 15 (fifteen) days from the date of submission of invoice by CEL. If the charges will not have paid by the Successful bidder within the said period, CEL may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy CEL of such claims.</p> <p>NOTE; The above charges are exclusive of GST which shall be paid extra as per applicable norms.</p>	<p>PMC Service Charges of 5% of the (MNRE benchmark cost, minus eligible incentives) will be claimed by CEL from the Successful bidder. Such charges shall be billed by CEL to the successful bidder within 07 (seven) days from the date of issue of LOA and paid by Bidder within 15 (fifteen) days from the date of submission of invoice by CEL. If the charges will not have paid by the Successful bidder within the said period, CEL may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy CEL of such claims.</p> <p>NOTE; The above charges are exclusive of GST which shall be paid extra as per applicable norms..</p>
14	1.1 of part 4	<p>The Scope of work for the bidder include feasibility of installation in CSIR buildings for 25 years from the date of commissioning, Obtaining No Objection Certificate (NOC)" from Distribution Company (DISCOM) for grid connectivity complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including Operation and Maintenance (O & M) of the project for a period of 25 years after commissioning of the projects as per CSIR's acceptance.</p>	<p>The Scope of work for the bidder include feasibility of installation in CSIR buildings for 25 years from the date of commissioning, Obtaining No Objection Certificate (NOC)" from Distribution Company (DISCOM) for grid connectivity complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning, Synchronization with grid, net Metering of the grid connected rooftop solar PV project including Operation and comprehensive Maintenance of the project for a period of 25 years after commissioning of the projects as per CSIR's acceptance.</p>
15	2.1.4 of part 4	<p>The Operation & Maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years</p>	<p>The Operation & comprehensive Maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years</p>
16	6.2 of	For system sizes above 25 KWp,	O & M practices for complete

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	part 4	below mentioned guidelines, shall be followed. In addition, O & M practices shall be strictly followed as per Annexure C.	system shall be strictly followed as per Annexure C.
17	Annexure-1 of price bid	Annexure -1 of Price Bid	Refer Amended Annexure-1 for price bid in Corrigendum-3
18	Annexure-2, Region 1, s.no 15	Central Building Research Institute (CBRI), Roorkee-247667 (Uttarakhand) Category- General	Central Building Research Institute (CBRI), Roorkee-247667 (Uttarakhand) Category- Special
19	PPA document	Schedule -2	Refer Amended Schedule-2 of Corrigendum-3

Note: -

No any bidder is exempted from deposit of EMD and other fees for this Tender. No any further extension of bid submission date will be consider on Bidders request.

CEL Reserve the right to offer two regions to one bidder also

All other items and condition shall remain the same.

For CENTRAL ELECTRONICS LIMITED

sd/-

ASSISTANT GENERAL MANAGER

MATERIALS MANAGEMENT DIVISION

ANNEXURE - I

PRICE BID

(To be submitted separately for each regions super scribing name of the regions)

(Separate for each regions)

Date: _____

RFS No.:

(Regions-1)

Sr. No.	Description	Name of the Region	Bid Capacity in KWp	Fixed Tariff for 25 years (Rs./kWh)
1	Design, Manufacturing, Supply, Erection, Testing & Commissioning, Grid synchronization Net metering including trial operation, Operation & comprehensive Maintenance for a period of 25 years including Power Evacuation System and cost of replacement of all the parts, covered under guarantee period for a period of 25 years from the date of commissioning of rooftop solar PV System.	Region-1	General Category State= 4627.5 KWp	
			Special Category State= 1013.5 KWp	
			Total	5641 KWp
Weighted average of tariff (Rs/ KWh)				

Note:- Procedure for calculating the weighted average of the Tariff

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Let Fixed Tariff for general category is P Rs/KWh

Fixed Tariff for special category is Q Rs/KWh

Weighted average tariff = $\frac{4627.5 \times P + 1013.5 \times Q}{5641}$

Total Bid Capacity KWp (5641)

*L1 would be selected as per lowest quoted weighted average of tariff (Rs/KWh) in Region 1.

(Regions-2)

Sr. No.	Description	Name of the Region	Bid Capacity in KWp	Fixed Tariff(Rs/KWh) for 25years
1	Design, Manufacturing, Supply, Erection, Testing & Commissioning, Grid synchronization Net metering including trial operation, Operation & comprehensive Maintenance for a period of 25 years including Power Evacuation System and cost of replacement of all the parts, covered under guarantee period for a period of 25 years from the date of commissioning of rooftop solar PV System.	Region 2 (General Category State)	5481	

*L1 would be selected as per lowest quoted fixed tariff (Rs/KWh) in Region 2.

Yours faithfully

Date:
.....

Place:

Business Address:

Country of Incorporation:

(State or Province to be indicated)

Signature of the Authorised signatory:

Printed Name

Designation:

(Common Seal)

SCHEDULE 2

The following is the purchase value of the system over a period of 25 years.

This may be applicable under the following conditions.

1. The Power Purchaser terminates the PPA before the 25 years PPA Tenure
2. The Power Purchaser wishes to own the Project before the Tenure of the PPA.
3. The Solar Project is relocated or shifted owing to demolition of the Building, damage to the building, change of city plans or any other mason.

The Price reference taken for calculating the total cost of the system is as per MNRE Benchmark rate on date of submission of BID.

Year	Purchase Price in Crores (Rs)
Year 1	100%
Year 2	96%
Year 3	92%
Year 4	88%
Year 5	84%
Year 6	80%
Year 7	76%
Year 8	72%
Year 9	68%
Year 10	64%
Year 11	60%
Year 12	56%
Year 13	52%
Year 14	48%
Year 15	44%
Year 16	40%
Year 17	36%
Year 18	32%
Year 19	28%
Year 20	24%
Year 21	20%
Year 22	16%
Year 23	12%
Year 24	8%
Year 25	4%