

### Amendment No. 3 in Tender

Ref: EESL/06/2022-23/OTE/Solar PV Module/222309007/Amdt-3

Date: 12-10-2022

To,  
M/s .....  
.....

**SUBJECT: Amendment No.3 issued against NIT/ Bid Document No.: EESL/06/2022-23/OTE/Solar PV Module/222309007 dated: - 16-09-2022 for "Procurement of 24 MWp Poly Crystalline Solar PV Module (330 Wp and above) for the State of Maharashtra."**


### References:

1. NIT/ Bid Document No.: EESL/06/2022-23/OTE/Solar PV Module/222309007 dated: -16-09-2022; Tender Id - 1913.
2. Ref: EESL/06/2022-23/OTE/Solar PV Module/222309007/Amdt-1, Dated: 22.09.2022
3. Ref: EESL/06/2022-23/OTE/Solar PV Module/222309007/Amdt-2, Dated: 23.09.2022

Dear Sir/Madam,

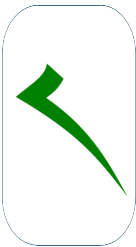
This has with reference to the above-mentioned NIT issued on 16.09.2022 for "Procurement of 24 MW of Poly Crystalline Solar PV Module (330 Wp and above) for the State of Maharashtra." The online pre bid meeting which was scheduled on 26.09.2022 at 11:00 AM and following queries were addressed during pre-bid meeting and response made by EESL are deliberated as follows:

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| Sr. No | Reference No.  | Description as per RFP | Queries / Clarification of Bidder | EESL Amended as/ added as  | Response  |
|--------|--|------------------------|-----------------------------------|--|---|
| 1      | Section-2,<br>Clause-5.1<br><br>Page No.: 28<br>of 190 | Award Criteria         | General                           | <p>The said clause is supplemented with the following:</p> <p>In case of a tie (where total evaluated price of two or more bidders are same), bidder having the highest value of average annual turnover, as considered for meeting ATO requirement under Financial QR indicated at Section-4 Part-B (QR) of the Bidding Documents, would be considered for award.</p> |  |

**पंजीकृत कार्यालय:** एन. एफ. एल. बिल्डिंग, पाँचवा और छठा तल,  
कोर - 3, स्कोप कॉम्प्लेक्स, लोधी रोड, नई दिल्ली - 110003  
**दूरभाष:** +91 (011) 45801260, **फैक्स:** +91 (011) 45801265  
**वेबसाइट:** [www.eesindia.org](http://www.eesindia.org)

**REGISTERED OFFICE:** NFL Building, 5<sup>th</sup> & 6<sup>th</sup> Floor,  
Core – III, SCOPE Complex, Lodhi Road, New Delhi – 110003  
**Tel.:** +91 (011) 45801260, **Fax:** +91 (011) 45801265  
**Website:** [www.eeslindia.org](http://www.eeslindia.org)



Signature :-  
Sd/- RAJKAMAL, SERIAL NUMBER=029b3fab1c7eab6da90195048c87c1a0b98f  
d27868d985667e190b6732eac, ST=DELHI, OID.2.5.4.17=110003, OID.2.5  
4.65=f6d190c511e75d0b73558f9e08f45dbf7621b3709daaeca26728f  
81c7, OU=ENGINEER TECHNICAL, O=ENERGY EFFICIENCY SERVICES LIMITE  
D  
User ID : kamal  
Serial No : 1451016  
Printed by : (pan Saurabh)  
Date : 12-10-2022






| Sr. No. | Reference No.   | Description as per RFP  | Queries / Clarification of Bidder | EESL Response Amended as/ clarified as/ added as   |
|---------|---|---|-----------------------------------|--|
|         |   |   |                                   | considered for award.  |
| 6       | Section-4<br>Part-D (SCC)<br>Clause No.: 8<br>Page No.:<br>113 of 190 | Contract Performance Guarantee (CPG)/Contract Performance Security (CPS)  | General                           | <p>The said clause is supplemented with the following:</p> <p>If required, Contractors/ Supplier may also submit e-Bank Guarantee in the prescribed format (Attachment-2).</p> |
| 7       | Section-6<br>Attachment-1<br>Page No.:                                | Bid Form  | General                           | <p>The said clause is supplemented with the following:</p> <p>Note Added As:</p> <p>Note: In case of non-submission of this Bid form, bid will be rejected.</p>                |
| 8       | Section-6,<br>Attachment-4<br>Page No.:<br>133 of 190                 | Attachment - 4<br><br>Note: In the absence of this certificate, the bid shall be rejected and shall be returned unopened. Bidder can take a print out of it and sign. | General                           | <p>Amended As:</p> <p>Note stands deleted from the Attachment-4</p>  |
| 9       | Section-6,<br>Attachment-5<br>Page No.:<br>134 of 190                 | Attachment - 5<br>(Deviations Statement)  | General                           | <p>The said clause is supplemented with the following:</p> <p>Note: In case of non-submission of this Attachment, the bid shall be considered as no deviation bid.</p>         |

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| Sr. No | Reference No.   | Description as per RFP   | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as  |
|--------|---|--|--|---|
| 10     | Clause 5 (ITB 2.1) of Section 4, Page 8 of 17                 | The following wordings under the said clause:<br>"Bids not accompanied with the requisite tender document cost may not be opened."   | General  | Amended As:<br><br>In case of Bidder's failure to submit the tender document cost/ tender fees (instrument in original hard copy) along with the Bid or subsequently pursuant to ITB Sub-clause 4.2, the Bid shall be rejected.   |
| 11     | Clause 5 (ITB 2.1) of Section 4, Page 7 of 17                 | The following wordings under the said clause:<br>"Tenders without Earnest Money Deposit is liable to be rejected."   | General  | Amended as:<br><br>Tenders without Earnest Money Deposit (EMD) will be out rightly rejected.  |
| 12     | Section No. 4 Page No. 3 of 9<br>Para. No./ Clause No. GCC 24 | The Security Deposit/ Contract Performance Security Bank Guarantee must be valid to cover the delivery/installation duration (3 Months) + warranty/Annual Maintenance duration (25 Years) + Three (3) months claim period. | Banks do not issue BG's for such a long Tenure of 26 Years. Request you to accept the Contract Performance Security BG in the rotating in the slab of 5 Years. | Amended as:<br><br>Within twenty-eight (28) days after receipt of the Notification of Award, the successful bidder shall furnish the performance security for <u>three percent (3%)</u> of the contract price or as specified in RfP/Bidding Documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to the EESL. <u>The Purchaser may, at its discretion allow the bidder to submit the Contract Performance Security in multiple tranches of five years each.</u><br><br><i>The bidder shall extend the BG for next 5years before expiry of 3months, in the</i> |

Signature :  
N. RAJARAM, SERIAL NUMBER=029314012480340150108387, CLAB09581  
427686985667419066732sec, ST=DELHI, OJD.2.5.4.17-110003, OJD.2.5  
4.65=16ed190c511e75db77355819e08f45dbf7621b3709daac676724  
8e1c7, OU=ENGINEER TECHNICAL, O=ENERGY EFFICIENCY SERVICES LIMITED  
User ID : kamal  
Serial No : 1451016  
Date : 12-10-2022  
(N. Rajaram Saurabh)

| Sr. No | Reference No.   | Description as per RFP  | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as  |
|--------|---|---|--|---|
|        |   |   |  | <i>absence of which EESL reserves the right to invoke the respective BG</i>   |
|        |   |   |  | <div style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;"> Signature : CN=RAIKAMAL, SERIAL NUMBER=02a9b3fab1c7eab6ba90195048c87c1a0b981d27868d985667e19db6732eac, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=fcd190ec51675dbb73558f9e0845dbf762fb3709daaac26718f<br/> DN : CN=RAIKAMAL, OU=ENGINEER TECHNICAL, O=ENERGY EFFICIENCY SERVICES LIMITED<br/> User ID : Rkamal<br/> Serial No : 1451016<br/> Issued : 12-10-2022<br/> Date : 12-10-2022 </div> |
| 13     | Section No. 6<br>Forms &<br>Procedures<br>Page No. 52<br>of 60<br>Para. No./<br>Clause No.<br>Payments<br>Terms | <b>Payment</b><br>100% Within 30 days of receipt of the supplier's invoice at EESL office with receipt acknowledgement, signed and stamped by EIC/EESL-authorized representative at designated delivery location(s) | <b>Terms:</b><br>Request you to please Issue an 30 days LC from the Delivery of the material at Site. Kindly request you to Accept the Submission of Invoice Via Email to avoid any delay in Payment from physical submission in Delhi | <div style="text-align: center;">  </div> <p><b>Clarified as:</b></p> <p>Provisions of RfP/Bidding Documents shall remain unchanged</p>  |

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| Sr. No | Reference No.   | Description as per RFP  | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as  |
|--------|---|---|--|---|
| 14     | Section No. 6<br>Forms & Procedures<br>Page No. 52 of 60<br>Para. No./ Clause No.<br>Payments Terms | Prices are inclusive of P & F charges and inland transportation charges including loading, unloading and transfer to site, insurance and other incidental to delivery. However, GST/duties shall be payable extra by EESL | Kindly keep the unloading at Site in EESL scope                              | Clarified as:<br>Provisions of RfP/Bidding Documents shall remain unchanged   |
|        | Section No. 4<br>Part-C (TS)<br>Page No. 13 of 13<br>Para. No./ Clause No.<br>Annexure III          | Drawing of Solar PV Module  | Kindly request you to provide the clear drawing of Solar PV Module.          | Clarified as:<br>EESL shall finalize the mounting hole dimensions with the successful bidder to ensure that modules are erected properly. There shall be no additional financial implication applicable on EESL for the same. |
| 16     | Section No. 6<br>Part D of SCC<br>Page No. 35, 36 of 60<br>Para.                                    | Performance bank Guarantee for contract performance   | We are Banking with IndusInd Bank Ltd, which is a recognized Scheduled Bank. | Clarified as:<br>IndusInd Bank BGs are acceptable in EESL.  |

Signature :- RAJAT KALRA, SERIAL NUMBER :- 029357401726386530195048387C1A05381  
 ID :- 427686d985667e190b6732eac, ST :- DELHI, OJD.2.5.4.17-110003, OJD.2.5.4.65-16d190c511e75dbb7355819e08f434101621b3709d9a4ac6718f  
 IP :- 10.10.10.10, USER ID :- kamal, USER NAME :- kamal, USER TYPE :- USER, USER ROLE :- USER, USER PERMISSIONS :- USER, USER STATUS :- ACTIVE  
 Date : 12-10-2022

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| Sr. No. | Reference No.            | Description as per RFP   | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as   |
|---------|--------------------------|--|--|--|
|         | No./Clause No. D         |  | Its name is not mentioned in the Bank List. Despite of several request in Past Tenders,  |  |
|         |                          |  | No Action or Positive feedback is given on same, but only assurance of correction in Next Tender. Request you to to Please include IndusInd Bank or let us know the Procedure for the same   | <div style="writing-mode: vertical-rl; transform: rotate(180deg);"> Signature: CN=RAKAMAL, SERIAL NUMBER=02a9b3fab1c7eab6ba90195048c87c1a0b981<br/> Subject: d27868d985667e19db6732eac, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=fcdd190ec51675dbb73558f9e0845dbf762f1b3709daaac26718f<br/> Serial No: 1451016<br/> User ID: Rkamal<br/> Date: 12-10-2022 </div>  |
| 17      | Page 102 of 190 Clause 7 | <p>The PV modules supplied shall be with valid latest IEC certifications as below.</p> <p>1. IS 14286- Crystalline silicon terrestrial photovoltaic (PV) modules - Design qualification and type approval</p> <p>2. IS/IEC 61730-Part 1: Requirements for Construction, Part 2: Requirements for Testing</p> <p>3. IEC 61701 (Salt Mist Corrosion testing)</p> <p>4. IEC 62804 (PID Testing, 85 % humidity, 85 Deg. C, 1000 V or higher)</p> <p>5. IEC 62716 (Ammonia corrosion testing)</p> | <p>The latest IEC/IS certification available with us is as under. Kindly approve if this suits the requirement of EESL.</p> <p>1. IS 14286- 2010</p> <p>2. IS/IEC 61730-2004+ A1: 2017+ A2:2017</p> <p>3. IEC 61701-2011</p> <p>4. IEC 62804 - 2015</p> <p>5. IEC 62716 - 2013</p> | <p>Amended as:</p> <p>The PV modules supplied shall be with valid IEC certifications as below.</p> <p>1. IS 14286- Crystalline silicon terrestrial photovoltaic (PV) modules - Design qualification and type approval</p> <p>2. IS/IEC 61730-Part 1: Requirements for Construction, Part 2: Requirements for Testing</p> <p>3. IEC 61701 (Salt Mist Corrosion testing)</p> <p>4. IEC 62804 (PID Testing, 85 % humidity, 85 Deg. C, 1000 V or higher)</p> <p>5. IEC 62716 (Ammonia corrosion testing)</p> |

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| Sr. No | Reference No.                                       | Description as per RFP   | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as  |
|--------|---|--|--|---|
| 18     | Pg 100 of 190<br>Clause D.1(7)                      | Name and address of contact person for repair and maintenance in case of non-functionality of solar PV modules   | EESL has to register complaint through our sales representative or the website in case of nonfunctionality.                              | <b>Clarified as:</b><br><br>EESL shall contact the authorized person (having Power of Attorney) for all the matters. Bidders are required to provide details of the same.   |
| 19     | Pg 100 of 190<br>Clause 2.4(5)                      | It is envisaged that all the module pellets delivered at a project site will be opened within a period of one month  | XXXX proposed within a period of 24 hour after delivery at site instead of one month. This is to ensure transit damage has not occurred. | <b>Clarified as:</b><br><br>Provisions of RfP/Bidding Documents shall remain unchanged  |
| 20     | Pg 100 of 190<br>Clause 2.4(6)                      | It shall be the responsibility of successful bidder/supplier to replace the broken/damaged module with new ones of same make within a period of 15 days from the date of notification of the same. | XXXX proposes a period of 21 days instead of 15 days.  | <b>Amended as:</b><br><br>It shall be the responsibility of successful bidder/supplier to replace the broken/damaged module with new ones of same make within a period of <u>21 days</u> from the date of notification of the same. |
| 21     | Pg 102 of 190<br>Clause 1 (2)<br>Power Output       | Technical Parameter power output in 5 watt band only   | XXXX proposes a 4.99 watt band only  | <b>Amended as:</b><br><br>Power Output: 330 Watts and above, in $\geq 4.99$ Watt band. No Negative tolerance accepted.  |
| 22     | Pg 102 of 190<br>Clause 1 (6)<br>Overall conditions | Shall withstand adverse climatic conditions, such as high-speed wind with dust/sand particles, saline climatic/soil conditions   | The weather conditions withstanding will be as per IEC:61215, 2016 standard.   | <b>Amended as:</b><br><br>Operating Conditions: Modules shall be able to perform satisfactorily in relative humidity up to 85% with temperature   |

Signature :- RAJAT KUMAR, Sr. Project Engineer, EESL  
 d7766d985667e190b6732eac, ST-DELHI, OJD.2.5.4.17-110003, OJD.2.5.4.65=Ked190c31fe75dbb73558b976145dbf7621b3709d9a6ac672bf  
 B6C7A0=ENGINEER TECHNICAL, OJD.2.5.4.17-110003, OJD.2.5.4.65=Ked190c31fe75dbb73558b976145dbf7621b3709d9a6ac672bf  
 User ID: Kanak  
 Serial No: 144116  
 Date: 12-10-2022

| Sr. No. | Reference No.               | Description as per RFP  | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as  |
|---------|-----------------------------|---|--|---|
|         |                             |   |  | between -40°C to +85°C and shall withstand adverse climatic conditions, such as high speed wind with dust/sand particles, saline climatic/soil conditions etc as per IEC:61213, 2016 standard |
| 23      | Pg 102 of 190 Clause 1 (12) | EVA: Fast cure type, UV resistant                                     | UV used towards glass is transparent UV towards back sheet is resistant. Please clarify.         | Clarified as:<br>Provisions of RFP/ Bidding Documents shall remain unchanged  |
| 24      | Pg 102 of 190 Clause 1 (18) | RFID – f. Temp. Coeff. of Power                                       | Will not be included in RFID, however mentioned in technical data sheet.                         | Amended as:<br>RFID: f. Temp. Coeff. of power not required in RFID.   |
| 25      | Pg 102 of 190 Clause 1 (19) | Name plate – c. Overall dimension                                     | Not included in Name plate, mentioned in technical data sheet                                    | Amended as:<br>Nameplate: c. Overall Dimension not required on Nameplate.   |
| 26      | Pg 102 of 190 Clause 1 (19) | Name plate – Name plate shall be durable for the entire life of panel | Name plate shall be durable for the life of product warranty of 10 years.                        | Amended as:<br>Nameplate shall be clearly visible and shall not be hidden by equipment wiring. It shall be durable for the product warranty period  |
| 27      | Pg 106 of 190 Clause 7 (4)  | Additional Independent tests  | Sample plan for each test. Acceptance and rejection criteria. Cost to be borne by EESL or XXXX - | Clarified as:<br>Additional independent test, if required, will be carried out separately and EESL shall borne the cost for the same.   |

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| Sr. No | Reference No.                 | Description as per RFP  | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as  |
|--------|-------------------------------|---|--|---|
|        |                               |   | please clarify   | Sample plan, acceptance-rejection criteria will be discussed with successful bidder and finalized mutually.   |
| 28     | Pg 106 of 190<br>Clause 7 (4) | Module electroluminescence test                                 | XXXX proposes it should as per XXXX criteria which needs to be approved at the time of contract approval.  | Clarified as:<br><br>Additional independent test, if required, will be carried out separately and EESL shall borne the cost for the same. Sample plan, acceptance-rejection criteria will be discussed with successful bidder and finalized mutually. |
| 29     | Pg 106 of 190<br>Clause 7 (5) | Module thermography imaging tests                               | Please share criteria for this test/IEC standard details.  | Amended as:<br><br>Module thermography imaging tests & module behavior test (irradiation and temperature) are not applicable  |
| 30     | Pg 109 of 190                 | Annexure-III minimum Length x Width x Height 1976 x 996 x 35 MM | 1. Not complied.<br>Require a deviation as XXXX dimensions are 1958 x 987 x 35 MM. Details of mounting holes required.<br>Suggested as per XXXX Standard.<br><br>2. We request EESL to accept our standard offering, | Clarified as:<br><br>EESL shall finalize the mounting hole dimensions with the successful bidder to ensure that modules are erected properly. There shall be no additional financial implication applicable on EESL for the same.                     |

Signature: [illegible]  
 d2768d985667e19db6732eac57-DELHI\_OID.2.5.4.17-110003\_OID.2.5.4.17-110003  
 User ID: [illegible]  
 Date: 12-10-2022

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| Sr. No. | Reference No. | Description as per RFP | Queries / Clarification of Bidder   | EESL Response Amended as/ clarified as/ added as   |
|---------|---------------|------------------------|---|--|
|         |               |                        | dimensions and data sheet are being submitted for your consideration.   |  |
|         |               |                        | <p>3. Not Complied - Required deviation as mentioned below<br/>XXXX size - 1970*990*330mm<br/>Module mounting Pitch Holes - 8*16MM<br/>Module mounting Pitch to Pitch Distance - 1200MM IP 67 3 Bypass diodes</p> <p>4. Mounting hole pitch details:<br/>Horizontal: 950mm<br/>Vertical: 1176mm<br/>Mounting hole size: 8x12mm<br/>As the drawing in the document is not clear request to share the clear drawing.</p> <p>5. We are</p> | <p>Signature : CN=RAIKAMAL, SERIAL NUMBER=02a9b3fab1c7eab6ba90195048c87c1a0b981d27868d985667e19db6732eac, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=fcd190dc51675dbb73558f9e0845dbf7621b3709daacac26718f<br/>DN : CN=RAIKAMAL, SERIAL NUMBER=02a9b3fab1c7eab6ba90195048c87c1a0b981d27868d985667e19db6732eac, ST=DELHI, OID.2.5.4.17=110003, OID.2.5.4.65=fcd190dc51675dbb73558f9e0845dbf7621b3709daacac26718f<br/>User ID : Rkmal<br/>Serial No : 1451016<br/>Issued On : 12-10-2022<br/>Date : 12-10-2022</p>  |

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| Sr. No | Reference No. | Description as per RFP   | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as                            |
|--------|---------------|--|--|---|
|        |               |  | manufacturing modules of 1961X991X35m m & it is difficult to supply the modules with the dimensions specified in the tender document as all the IEC certificates are with our dimensions. So, we request you to amend this clause & allow us to supply modules of this dimensions. |   |
|        | Pg 109 of 190 | Performance Warranty Linear Power Warranty for 25 years with 2.5% for 1st year degradation and 0.67% from year 2 to 25 | As per XXXX TDS the degradation after 2nd year will be a maximum of 0.73%  | Clarified as:<br>Degradation will be as per manufacturer standard           |
| 32     | Payment Terms | 30 days after material receipt at site   | The payment terms requested are of LC based. Our standard terms are of an Usance LC of 30 days. LC opening charges to be borne by the customer.  | Clarified as:<br>Provisions of RfP/Bidding Documents shall remain unchanged |

Signature: \_\_\_\_\_  
 User ID: kkanal  
 Date: 12-10-2022  
 Serial No: 1451016  
 IP: 172.16.17.11 (Pran Saurabh)  
 d2768d9856674190b6732eac; ST=DELHI; OID.2.5.4.17=110103; OID.2.5.4.65=f6d190cc31e75dbb7355819e0e415dbf7621b3709d4aacc67218f  
 B=LC; OU=ENGINEER TECHNICAL; O=ES; CY EFFICIENCY SERVICES LIMITED





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|---------|--|--|--|--|
|         |  |  | your reference).   |  |
| 35      | Part - B (Qualifying Requirement) of Section -4 Page No. 94(Financial QR)      | Bidder should have liquid asset (L.A) = (Current Asset - Inventory) = 14.70Cr  | Kindly give us the exemption against this criterion on the basis of Startup certificate (Startup certificate attached for your reference).                 | Clarified as:<br>Kindly refer Annexure-II of the tender document which is self-explanatory.  |
| 36      | Part - B (Qualifying Requirement) of Section -4 Page No. 94(Financial QR)      | The Net worth of bidder in immediate last financial year should not be less than 100% of paid-up share capital.  | Kindly give us the exemption against this criterion on the basis of Startup certificate (Startup certificate attached for your reference).                 | Clarified as:<br>Kindly refer Annexure-II of the tender document which is self-explanatory.  |
| 37      | 98/2.1<br>Completion Period, Page no 2, SL No 9<br>Pg 100 of 190<br>Clause D.2 | The bidder shall design, manufacture and supply solar PV modules at various districts in the State of Maharashtra within three (3) months from the date of LoA | 1. Request EESL, to specify the districts where module is to be delivered along with the capacity.<br>2. Kindly mention Dispatch locations. Kindly mention | Clarified as:<br>Delivery locations will be in the district of Amravati, Sangli and Ahmednagar in Maharashtra. Complete address shall be provided to the successful bidder |

Signature: Kamal  
427686d985667e19d6b732ec6c57-DELHI\_OJD.2.5.4.17-110043\_OJD.2.5.4.17-110043  
65=76ed190c31e750b73889e0845dbf7621b37092a4ac6718f  
81C7\_OJD=ENGINEER TECHNICIAN O=ENERGY EFFICIENCY SERVICES LIMITED  
User ID: Kamal  
Serial No: 1351016  
Printed On: 12-10-2022  
Printed By: (Kamal Saurabh)

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| Sr. No | Reference No. | Description as per RFP   | Queries / Clarification of Bidder   | EESL Response Amended as/ clarified as/ added as   |
|--------|---------------|--|---|--|
|        |               |  | this project is only Supply of PV Modules OR Whole project of Design/Manufacturing/Supply   |  |
|        |               |  | /Installation of PV Modules.<br><br>3.Please notify the exact Pincode of delivery locations for 24 MWp PV modules, for freight related expense calculation. |  |
| 38     | 99/2.2.5      | EESL is under discussion with other states for implementation of similar program on a large scale. Therefore, any such requirement of solar PV modules in other state arises, in such a case EESL may direct the successful Solar PV module bidders for supplying the solar PV modules to the newly interested States. | kindly consider increase in logistics cost for change in location, then specified above   | Amended as:<br><br>The clause "EESL is under discussion with other states for implementation of similar program on a large scale. Therefore, any such requirement of solar PV modules in other state arises, in such a case EESL may direct the successful Solar PV module bidders for supplying the solar PV modules to the newly interested States." stands deleted. |
| 39     | 104/2         | Quality assurance: Quality plan will include the following: I. Incoming Quality Checks on bought out item II. In-process Quality Checks III. Sample tests on final product by the customer   | Request EESL for inspection of finished goods (FG) only. However, relevant type   | Clarified as:<br><br>Provisions of RfP/Bidding Documents shall remain unchanged  |

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| Sr. No. | Reference No.  | Description as per RFP  | Queries / Clarification of Bidder   | EESL Response Amended as/ clarified as/ added as   |
|---------|--|---|---|--|
|         |  |   | test certificates, reports will be provided as applicable   |  |
|         | <p>Page No. 29 of 190,</p> <p>Page No. 46 of 190,</p> <p>Page No. 113 of 190,</p> <p>Page No. 165 of 190</p> | <p>PG29: Within twenty-eight (28) days after receipt of the Notification of Award, the successful bidder shall furnish the performance security for ten percent (10%) of the contract price or as specified in RfP/Bidding Documents and in the form provided in the section "Forms and Procedures" of the bidding documents or in another form acceptable to the EESL.</p> <p>PG46: The Supplier shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for three percent (3%) of the Contract Price of all the Contracts, with an initial validity upto ninety (90) days beyond the end of scheduled Defect Liability Period of the last equipment covered under the Package/Lot/Tender.</p> <p>PG113: Within twenty-eight (28) days of the receipt of the Notification of Award (LOA) of Contract from EESL, the bidder(s) shall furnish Security Deposit (SD)/Contract Performance Security (CPS) in the form of a Bank Guarantee (BG) of value equaling 3 % of the total Contract value. The SD/CPS Bank Guarantee must be valid to cover the delivery/installation duration (3 Months) + warranty/Annual Maintenance duration (25 Years) + Three (3) months' claim period.</p> <p>PG165: You are required to furnish at the earliest a Performance Security(ies), as per the RfP Documents, for an amount of</p> | <p>1. the amount mentioned for performance security appears to be a typo error, kindly advise the correct amount to be considered.</p> <p>2. Kindly Confirm the % of Contract Performance Guarantee whether it is 3% or 10%.</p> <p>3. XXXX proposes for 3% of contract price. Also, kindly mention the duration of the Bank Guarantee required (ideally it should be 18 months)</p> <p>4. Page No 29 Section 2 and 43 section are confusing. Kindly confirm the % of CPG</p> | <p><b>Clarified &amp; Amended as:</b></p> <p>Performance Security shall be 3% of the total Contract Price. Accordingly, wherever performance security is appearing as 10% of the Contract Price, the same shall be read as 3% of the total Contract Price.</p> |

Signature: N. RAJAMAL, SERIAL NUMBER: 029357AD1C2A86D390195048387C1A0581  
 4.65=fcd190c517e50bb335819e0841dbf7621b37099daac67218f  
 81C77, OI=ENGINEER TECHNICAL, O=ENERGY EFFICIENCY SERVICES LIMITED  
 User ID: Kameal  
 Serial No: 1451016  
 Date: 12-10-2022  
 (Printed on Sarathi)






| Sr. No | Reference No.  | Description as per RFP   | Queries / Clarification of Bidder   | EESL Response Amended as/ clarified as/ added as                             |
|--------|--|--|---|--|
|        |  |  | Buyer. And request you to accept the submission of via E-mail to avoid any delay in payment from physical submission in Delhi |  |
| 50     | Page no 173 of 193 Section 6. Appendix-1 to Contract Agreement - Payment Terms | Prices are inclusive of P & F charges and inland transportation charges including loading, unloading and transfer to site, insurance and other incidental to delivery. However, GST/duties shall be payable extra by EESL                                    | Kindly keep the unloading at site in EESL scope   | Clarified as:<br>Provisions of RFP/ Bidding Documents shall remain unchanged |
| 51     | Page no 43 of 192 - Section 3 - Contract Performance Guarantee (CPG) /         | The Supplier shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for three percent (3%) of the Contract Price of all the Contracts, with an initial validity upto ninety (90) days | XXXX Proposes to Wave off the CPG   | Clarified as:<br>Provisions of RFP/ Bidding Documents shall remain unchanged |
| 52     | Page No 109 of 192   | Performance warranty - Linear power warranty for 25 years with 2.5% for 1st year degradation   | As per XXXX, TECHNICAL SPECIFICATIO N, the degradation after 2nd year will be a maximum of                                    | Clarified as:<br>Degradation will be as per manufacturer standard            |

Signature : CN=RAKAMAL, SERIAL NUMBER=02a9b3fab1c7eab6c8a0195048c87c1a0b981  
Subject: CN=RAKAMAL, SERIAL NUMBER=02a9b3fab1c7eab6c8a0195048c87c1a0b981  
d27868d985667e19db6732eac...= Delhi, OID.2.5.4.17=110003, OID.2.5.4.65=fcd199ac51675dbb735809ed45dbf7621b37099a9acac26718f  
4.65=fcd199ac51675dbb735809ed45dbf7621b37099a9acac26718f  
OID.2.5.4.17=110003, OID.2.5.4.65=fcd199ac51675dbb735809ed45dbf7621b37099a9acac26718f  
D C=IN, OU=ENGINEER TECHNICAL, O=EESL, CN=RAKAMAL, SERIAL NUMBER=02a9b3fab1c7eab6c8a0195048c87c1a0b981  
User ID : RAKAMAL  
Serial No : 1431016  
Exp. Date : 12-10-2022  
Date : 12-10-2022

72

| Sr. No  | Reference No.             | Description as per RFP  | Queries / Clarification of Bidder   | EESL Response Amended as/ clarified as/ added as   |
|---|---------------------------|---|---|--|
|  | <p>Page No 108 of 192</p> | <p>Safe Disposal of Solar PV Module:<br/>The Bidder will ensure that all solar PV Module from their plant after end of Life (When they Become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the government of India, test Certificates from reputed ILAC member Labs abroad will be acceptable.</p> | <p>1. E - waste of PV modules are of customer scope, as per the local authority.</p> <p>2. As Supply of modules is only under the scope of the bidder, we request EESL to take safe disposal of Solar PV Modules under there scope.</p> <p>3. XXXX proposed it should be in the scope of buyer. Since disposal of e-waste 2011 rules do not include PV modules, we cannot take this in our scope.</p> <p>4. Kindly keep the disposal of panel after non-operational period in end users' scope only. As it is very difficult to Predict the cost after 25 years from Now.</p> | <p>Amended as:</p> <p>Disposal of solar PV module from their plant after end of life will be in the scope of EESL/EESL's appointed agency.</p> |

Signature: [illegible]  
 ID: 7868d985667e19066732eac5c57-DELHI\_OID.2.5.4.17-110003\_OID.2.5.4.17-110003  
 User ID: kamal  
 Date: 12-10-2022  
 (Pran Saurabh)

*[Handwritten signature]*



| Sr. No | Reference No.  | Description as per RFP   | Queries / Clarification of Bidder  | EESL Response Amended as/ clarified as/ added as  |
|--------|--|--|--|---|
| 54     | Page No 108 of 192   | Module thermography imaging tests  | NOT COMPLIED   | Amended as:<br><br>Module thermography imaging tests & module behavior test (irradiation and temperature) are not applicable  |
| 55     | Performance Warranty   | Required for 25 years + 30 days  | In terms of performance BG or Munich Reinsurance. Also, the value of the insurance required. Kindly clarify the method of submission of this warranty                | Clarified as:<br><br>PV modules supplied must be warranted for their output peak capacity, which should not be less than 90% at the end of 10 years and not less than 80% at the end of 25 years. This warranty shall be backed by third party insurance which shall be valid for a period of 25 years + 30 days. |
| 56     | Page 101 of 192 Clause 2.4 (11 5)  | It is envisaged that all the module pellets delivered at a project site will be opened within a period of one month. | XXXX proposed within a period of 24 hours, after delivery /receipt at site instead of one month. This is to ensure taking care / corrective action of transit damage | Clarified as:<br><br>Provisions of Rfp/Bidding Documents shall remain unchanged   |
| 57     | Page no 99 of 192. Section-4 of Part-C (Technical Specifications) . D1. Operation & Maintenance (O&M): | D.1 Bidder has to submit an Operation, Instruction and Maintenance Manual, in English and the local language.        | An Operation, Instruction and Maintenance Manual, in English only and not in the local language.   | Amended as:<br><br>Bidder has to submit an Operation, Instruction and Maintenance Manual, in English language only  |

72

| Sr. No | Reference No.   | Description as per RFP   | Queries / Clarification of Bidder   | EESL Response Amended as/ clarified as/ added as  |
|--------|---|--|---|---|
| 58     | Page no 100 of 192.<br>Section 4<br>Part C - Operation & Maintenance (O&M): | 7. Name and address of the contact person for repair and maintenance, in case of nonfunctionality/any other fault etc. of the supplied module(s).  | XXXX is attend the repair and maintenance, in case of non-functionality on call basis   | Clarified as:<br>EESL shall contact the authorized person (having Power of Attorney) for all the matters. Bidders are required to provide details of the same.  |
| 59     | Page No 106 of 190<br>Section 4<br>part c -                                 | Additional Independent Tests   | Any additional testing at third party lab is under customer scope   | Clarified as:<br>Additional independent test, if required, will be carried out separately and EESL shall borne the cost for the same. Sample plan, acceptance-rejection criteria will be discussed with successful bidder and finalized mutually. |
| 60     | Page 56, Section-III<br>GCC. 34- Removal of rejected goods and replacement  | b) The supplier shall arrange for removal of the rejected item (s) within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the employer shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit and recover all the expenses from the supplier                                     | We, XXXX request you to consider 21 days to supply the rejected items from the date of notification.  | Amended as:<br>It shall be the responsibility of successful bidder/supplier to replace the broken/damaged module with new ones of same make within a period of 21 days from the date of notification of the same.                                 |
| 61     | Pg.103  | Minimum Technical Specifications of Solar PV based Modules are as follow:<br>1. Technical Parameters<br>RFID tag positioned inside the laminate. RFID shall be durable for the entire life of panel and shall contain the following information:<br>e. IV curve f. Wattage, I <sub>max</sub> , V <sub>max</sub> , Voc, I <sub>sc</sub> ,<br>temperature coefficient of power & fill-factor | We would like to bring to your kind notice that there is no option in the software to encode Temperature Power Coefficient. However, the same details are | Amended as:<br>RFID: f. Temperature coefficient of power not required in RFID.  |

Signature: R. RAJARAM, SERIAL NUMBER: 02393740172404034971530053587114059581  
 d27868d915667e19d66323eac, ST=DELHI, OJD.2.5.4.17-110003, OJD.2.5.4.17-110003  
 86C7, OJD-ENGINEER TECHNICAL, O=ENERGY EFFICIENCY SERVICES LIMITED  
 User ID: dmal  
 Serial No: 1451016  
 Date: 12-10-2022  
 In presence of (Saurabh)

| Sr. No | Reference No.                                  | Description as per RFP   | Queries / Clarification of Bidder   | EESL Response Amended as/ clarified as/ added as  |
|--------|--|--|---|---|
|        |  |  | available in the IEC test reports & module data sheet.<br>Please confirm whether this is sufficient.              |   |
| 62     | Pg.106   | Minimum Technical Specifications of Solar PV based Modules are as follow:<br>Additional independent Test EESL reserves the right to select PV modules randomly for the following tests:<br>• Module thermography imaging tests<br>• Module behavior test (irradiation and temperature) | We would like to inform you that these tests are not available at our factory. We request you to exempt the same. | Amended as:<br><br>Module thermography imaging tests & module behavior test (irradiation and temperature) are not applicable  |
| 63     | Clause 5 (ITB 2.1) of Section 4, Page 10 of 17 | Note: The format for all the aforementioned Attachments is part of Section-6.  | General   | Note Amended as:<br><br>The format for all the aforementioned Attachments is part of Section-6.<br><br>In case of Bidder's failure to submit the aforementioned Attachments/ Declarations along with the Bid or subsequently pursuant to ITB Sub-clause 4.2, the Bid shall be rejected. |

The prospective bidders are advised to regularly keep visiting and checking the E- Procurement portal website (<https://eesl.eproc.in>) for any further forthcoming information/ notice(s)/ developments/amendment(s)/ clarification(s) regarding the subject Tender.

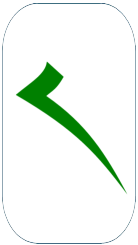
Rest all the terms and conditions of the RfP and subsequent amendment remains unchanged.

Thanking You,

For and on behalf of EESL

*Tankey*  
12/10/22  
(SCM)

SCM



Signature :-  
Signature :- RAJKAMAL, SERIAL NUMBER=029b3fab1c7eab6da90195048c87c1a0b98f  
Sd27868d985667e190b6732eac, ST=DELHI, OID.2.5.4.17=110003, OID.2.5  
4.65=f6d190c511e75d0b73558b9e08f45dbf7621b3709daaacc67218f  
RUC7, OU=ENGINEER TECHNICAL, O=ENERGY EFFICIENCY SERVICES LIMITE  
User ID : Kamal  
Serial No : 1451016  
Printed by : (pan Saurabh)  
Date : 12-10-2022