

Format No. –
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Dated: 03.02.2025

**Response to Pre-Bid Queries
Tender no. TPCODL/CCG/1000001772/2024-25**

Tender Description: Rate Contract for Supply of Grid Connected Roof Top Solar Panel and Installation Kit (ballast type structures) with capacity of 1 KWp per Households at all four Odisha DISCOMs

The pre-bid queries as received against the referred tender enquiry and CCG/CEQG (TP-Odisha) responses on the same are placed below:

Sr No	Page No	Clause No	RFP Clause	Query/ Clarification Sought	TPCODL Response
1	8	3.1	EMD	When EMD shall be returned by TPCODL?	For Successful BA: After Submission of PBG as per Tender Terms and Conditions For Unsuccessful BA: After Conclusion of Tender
2	13	7.1.2	Business Associate (BA) shall submit applicable Performance Bank Guarantee in favour of Respective DISCOM as per GCC within 15 days of issuance of rate contract or release order. PBG applicable shall be 5% of Rate Contract Value. BG shall be valid for a period of 5 Years plus six month of claim period from the date of issuance of RC/RO.	1. PBG can be issued for 1 year or 3 year or 5 year duration, However bidder will ensure its validity for 5 years from issuance of RC/ RO ?	As per Tender Terms and Conditions
				2. After what milestone PBG shall be returned by TPCODL ?	After the Completion of the Claim Period of the PBG as per Tender Clause 7.1. Special Conditions of Contract
3	13	7.1.3	However, in case of delay in work execution owing to reasons not attributable to Odisha DISCOMs, any increase in total liability shall be passed on the Bidder, whereas any benefits arising owing to such statutory variation in taxes and duties shall be passed on Odisha DISCOM	Execution not under the scope of this tender. This clause is not relevant. Please clarify.	Work Execution as per Tender Scope of Work.
4	14	7.4	Warranty period: The bidder shall be liable to undertake the replacement or rectify defects of the material failed during the guarantee period at his own cost within mutually agreed timeframe.	Not relevant	As per Tender Document
5	14	7.5	Payment to be made within 30 Days after	What are the Payment Terms?	As per Tender Clause 7.5 Payment

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			the successful submission of Project Completion report.		Terms
				Is there any milestone payment or entire amount will be paid after Mar'27 ?	As per Tender Clause 7.5 Payment Terms, Payment to be made against the certified invoices raised towards the RO issued to them.
6	16	Annexure I	All the costs pertaining to ROW/or any other expenses for execution of work is included in the scope of BA. Accordingly, the BA needs to consider this cost while submitting their Price Bid.	As the scope of work is limited to supply only, what is the ROW / any other expenses mentioned which has to be considered by Bidder ?	As per Tender Document
7	17	Annexure II	Shortlisted customer's premises	Is there any list of customer wherein systems are to be supplied ?	The supplier's responsibility will be limited to delivering materials to their own central warehouses designated for each DISCOM.
8	21	Annexure II	The OEM cloud storage subscription shall be valid for at least the warranty period of the system. Each customer shall get unique login credentials for viewing the data parameters	Under PMSGY Scheme, Warranty is specified for 5 years. So OEM cloud storage subscription will be limited to 5 years only. Please clarify	Yes the OEM cloud storage facility will be provided for atleast till the warranty period of the ssytem.
9	26	Annexure IV	Guarantee clause acceptable	What are these clauses as these has not been specified in the tender document ? Is there a possibility of price revision beyond pricing validity term ? For phased supply, beyond 180 days, how it will get factored in if there is a price change of any components during the validity of contract till March 2027	As per Tender Document
			Liquidated damages clause acceptable		As per Tender Document
			Rebate for increased quantity		As per Tender Document
			Change in price for reduced quantity		As per Tender Document

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10	29	Annexure VII	The Scope of work includes the Supply of Grid Connected Roof Top Solar Panel and Installation Kit for each Households. BA has to supply the required material at their Warehouses situated at Bhubaneswar/ Berhampur/ Sambalpur/ Balasore in Odisha. Free supply of underperforming / defective materials for a period as per the warranty term.	1. The installation kit for each household and the required quantity of Solar Modules needs to be assembled before supply, not considered in current scope. 2. What is the meaning of "Free supply of underperforming / defective materials for a period as per the warranty term."	1. As per Tender Scope of Work 2. As per Tender Clause 7.4 for Warranty
11		7.3	Delivery Timelines:	What is the timeline ? Specific qty on monthly / Quarterly basis ?	The mutually agreed delivery timeline shall be mentioned in the Rate Contract issued to the BA. Subsequently RO shall be place against the issued RC as per the site requirement received from time to time.
12	29		Suppling of 3 lacs system till Mar 2027	1. Is there any cap on price for each system	Prices shall remain Firm till the final obligation of the contract.
				2. Delivery of 3 lacs system by when ? Any particular volume of delivery we need to ensure on monthly basis.	RO shall be place against the issued RC as per the site requirement received from time to time.
				3. How we can ensure the pricing till Mar 2027. Any cost increase is pass through or specific price increase is allowed.	Prices shall remain Firm till the final obligation of the contract.
				4. Visibility of commodity pricing for this period	
13	5	GCC 3.1	On receipt of the contract, the associate shall return to TPCODL copy of the contract document duly signed by legally authorized representative of associate, within two days of Effective Date of Contract for contracts having contract execution time less than 30 days and within five days for all other contracts.	1. What is the Contract Document ?	Rate Contract and its ANNEXURES is refered as Contract Document
				2. Please clarify Contract Agreement signing timeline from the date of receipt of order. Is it 30 days from the date of receipt of PO?	As per Tender Document

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14	29	GCC Annexure C	Full & Final Payment in all contracts shall be made subject to the associate submitting “No Demand Certificate” in the format as per Annexure-C.	When Full & Final Payment will be pending then how can No Demand Certificate can be submitted by Associate?	As per Tender Terms and Conditions
15	14	GCC 13.2	Guarantee Period-If during the Warranty/ Guarantee period some parts of the supplies are replaced owing to the defects/ damages under the Warranty, the Warranty period for such replaced parts shall be until the expiry of twelve months from the date of such replacement or renewal or until the end of original Guarantee period, whichever is later.	Warranty period of Module & inverter has been mentioned in SCC. Request to delete extended warranty clause.	As per Tender Terms and Conditions
16	14	GCC 13.3	Any repairs during the Guarantee Period shall be carried out by the Associate within 30 days of reporting the issue to Associate by TPCODL. However, if replacement of the Equipment is required, Associate shall notify the same to TPCODL within 7 days of reporting the issue by TPCODL. Thereafter, the total time for supply of new equipment/ material shall be equal to the original delivery period of that equipment/ material as specified in the Contract. In case the Associate is not able to rectify/ replace the faulty equipment/ material within the stipulated timelines as mentioned above, penalty shall be levied as per the Liquidated Damages clause mentioned in this document. The penalty amount shall be recovered from the payment due to the vendor or by encashment of the SPBG as the case may be.	Penalty clause should not be applicable on defective material supply/ replacement.	As per Tender Terms and Conditions

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17	15	GCC 13.6	Latent Defect - Hidden defects in manufacturing or design of the product supplied and which could not be identified by the tests conducted but later manifested during operation of the equipment are termed as latent defects. Associates shall further be responsible for 'free replacement' for another period of THREE years from the end of the guarantee period for any 'Latent Defects' if noticed and reported by the Company.	Please take confirmation from Engg. on Latent Defect applicability.	Query not Clear. However the applicable term shall be As per Tender Terms and Conditions
18	15	GCC 13.7	The Associate shall ensure availability of spares and necessary support for a period of atleast 10 years post completion of guarantee period of equipment supplied against the contract	As it is only supply order, this needs to be deleted.	As per Tender Terms and Conditions
19	18	GCC 20	Force Majeure	Please revise Notification period to 30 days from occurrence of FM event.	As per Tender Terms and Conditions
				During this period, TPCODL shall release payment of all supplied material by Business associate. Please confirm.	As per Tender Terms and Conditions
20	6	1.7 Qualification Requirement / Eligibility Criteria	1. The bidder should have an average annual turnover of Rs. 100 Cr. in the last three financial years from (FY 21-22, FY 22-23 & FY 23-24). Audited Balance sheet and profit & loss account statements to be submitted.	Considering the scale and of the project, we request that the average annual turnover requirement be revised from ₹100 crore to ₹700 crore for the last three financial years (FY 21-22, FY 22-23 & FY 23-24). This will ensure participation from financially strong and capable bidders, reducing execution risks and enhancing project efficiency.	As per Tender Document Clause 1.7 Qualification Requirement / Eligibility Criteria

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21	6	1.7 Qualification Requirement / Eligibility Criteria	2. Bidders should have done a minimum of 25,000 successful shipments in the PMSGY scheme by own or through authorized channel partners.	We request that the supply experience criteria not be limited solely to the PMSGY scheme but instead be considered collectively irrespective of scheme. Eligibility should be based on the total MW capacity or the number of solar plants /inverters/panels supplied by the manufacturer or through authorized channel partners. This will ensure broader participation from experienced and capable manufacturers as many manufacturers do not supply systems directly under PMSGY.	As per Tender Terms and Conditions. However self declaration to be submitted as the supporting Document.
22	6	1.7 Qualification Requirement / Eligibility Criteria	Bidders should have a minimum in-house DCR cell & Module installed manufacturing capacity of 2 GW/annum each, to ensure no supply disruption of the requisite module for PMSGY Odisha scheme.	There are only a few manufacturers with such a high solar panel and cell production capacity, which will significantly limit participation in the tender. Instead, we suggest allowing manufacturers with both panel and inverter manufacturing facilities under a single entity to participate, ensuring uninterrupted supply of Material for timely project execution.	As per Tender Document
23	7	1.7 Qualification Requirement / Eligibility Criteria	Bidder or OEM should in house structure design development. Bidder should be Solar PV Modular Manufacturer with 500Wp Monocrystalline or above rated Monocrystalline PV Module.	Please consider Monocrystalline and TOPCon PV modules as the market is currently facing a shortage of monocrystalline cells.	Monocrystalline is the minimum technology criteria mentioned. Therby, TopCon PV modules are also allowed.
24	20	ANNEXURE II TECHNICAL SPECIFICATIONS	4. Micro Inverter of 1 KW	Request you to clarify whether a grid-tie inverter of 1.5 KW can be supplied in case of unavailability of 1 KW grid-tie inverter/microgrid inverter.	As per Tender Document

Note: This document shall be an integral part of the tender and bidder shall submit signed/stamped copy of this document along with technical bid, as a token of acceptance. The tender document stands modified only to the extent stipulated herein above in this document. All other terms & conditions shall be strictly followed as per Bid documents.