SOLAR ENERGY CORPORATION OF INDIA LIMITED						
	New Delhi					
ECI/C&P/MI/0010/2022-23/Clarification-01 Dated: 17.02.2023						

RfS Document for Selection of Vendors for a work contract to Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of 1-15 HP capacities in selected States on PAN India basis, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE : Clarifications to the queries on the RfS (RfS No. SECI/C&P/MI/00/0010/2022-23)

S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications Tender recommendations on MNIS combinations are based on Poly modules	Rationale/Remarks SECI's response
1	SEC1000093-4049247	A1 (Page-17 of 66)	<ol> <li>Standard MMS of 4 Modules for 1 HP.</li> <li>Standard MMS of 6 Modules for 2 HP.</li> <li>Standard MMS of 10 Modules or Combination of standard MMS of 4 Modules and standard MMS 6 Modules for 3 HP.</li> <li>Combination of standard MMS of 8 Modules or combination of standard MMS of 10 Modules and standard MMS 6 Modules for 5 HP.</li> <li>Combination of three standard MMS of 8 Modules or combination of two standard MMS of 10 Modules and one standard MMS 6 Modules for 7.5 HP.</li> </ol>	Tender recommendations on MMS combinations are based on Poly modules however Mono modules shall also be considered. Standard MMS combinations for pumps with Mono PERC modules should be as follows : 1HP - 4MMS. 2HP - 4MMS. 2HP - 4MMS. 3HP-10MMS or 4MMS+6MMS, 5HP - 10MMS or 6MMS+4MMS, 7.5HP - 10MMS +4MMS or 8MMS+6MMS. 10 HP - 10MMS +8MMS or 9MMSx2	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
2	SECI000093-4049247	A2.1.a (Page-17 of 66)	Centre shaft used in structure shall be of : a) For 4, 6 and 8 Modules structure - minimum 139 OD with minimum thickness of 4 mm with base plate minimum 10 mm thickness if used and foundation hardware shall be as per IS 5624.	Diameter lesser than 139mm OD for base poles shall also be permitted for structures which are approved through IIT / IISc / NIT.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
3	SECI000093-4049247	A2.1.b (Page-17 of 66)	For 10 Modules structure - minimum 165 OD with minimum thickness of 4 mm with base plate minimum 20 mm thickness if used and foundation hardware shall be as per IS 5624.	Diameter lesser than 165mm OD for base poles shall also be permitted for structures which are approved through IIT / IISc / NIT.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
4	SECI000093-4049247	A2.3 (Page-17 of 66)	Purlin Mounting Purlins used in the structure shall be made of Cold form steel section as per IS 1079 with minimum thickness of 2 mm.	IS 1079 is hot rolled structural material. Whereas for Cold Formed Steel the standard should be IS 811. Correction is required in the tender.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
5	SECI000093-4049247	A2.12 (Page-17 of 66)	Square washer to be used for all the nut-bolts arrangement.	Round washer shall also be allowed since this is also a standard product.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
6	SECI000093-4049247	3.2.2 (Page-2 of 66)	Specifications of Controller/Drive for Solar Water Pumping Systems- Point 4:- Isolator Switch should be between Solar panels and Controller.	Instead of isolator switch, MCB provision shall be also allowed.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
7	SECI000093-4049247	3.7.1.13 (Page-7 of 66)	Motor shall have suitable provision for earthing to facilitate earthing of the motor as per IS 3043 at the time of installation. In case GI pipes are used for the purpose of earthing the motor, earthing connection may be made to the discharge pipe clamps. However, in case of HDPE/PVC pipes, a separate metallic cable from the motor to the control panel shall be provided and earthing given as if four-core cable is used, the fourth core not connected to the terminals can be used for earthing.	Since the motor , controller and modules are interconnected. The earth pit for these 2 equipment should be same. Please mention clearly that modules have to be earthed separately.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
8	SECI000093-4049247	3.7.2.1 (Page-8 of 66)	At the DC Input side of the controller, it should have protection from an External Surge Protection Device of Type-2 or higher (i.e. Type-1) in accordance with the IEC 61643-31.	Type 2 Surge Protection Devices are meant for applications where there is grid surge voltage. In the current application there is no possibility of grid voltage surge. The risk of voltage surge in a stand alone pump is from a lightning strike only Hence Type 1 SPD is recommended. Most of the controllers will have an MOV on the PCB on the DC side in such cases need for SPD may be eliminated.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
9	SECI000093-4049247	3.4.4 (Page- 4/66)	The pump and all external parts of motor used in submersible pump which are in contact with water, should be of stainless steel of grade 304 or higher as required. Further for submersible pumps used in coastal areas or bores with higher salinity, preferably, stainless steel of grade 316 or higher grade may be used.	Please specify the minimum salinity (in ppm) to be considered for bifurcation between \$\$304 and \$\$316. Ideally, this should be considered in terms of free chloride content (in ppm) in the saline water.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20
10	SEC1000093-4049247	3.7.1-11 (Page-7/66)	Separate earthing conductor shall be provided for controller, pump, motor and SPV array etc. for its connection to the earthing pit and it should be continuous in nature for electrical conductivity. However, in no case, even for the earthing of light current equipment (for example, high voltage testing equipment), should the cross-sectional area of the earthing lead be less than 6 mm2.	This clause mentions use of minimum 6mm2 earthing cable however there is no clarity if the conductor is copper or Aluminium.	Please follow the specification issued vide C No. 41/3/2018-SPV Division dated 02.02.20

11	SECI000093-4049247	3.7.1-19 (Page-8/66)	The earth pits given with the SWPS {i.e. Earth pit(s) for the BoS system (other than LA) and Earth Pit for LA} should be made equipotential bonded to each other.	Please confirm if there should be separate earth pits for each earthing connection. If separate earth pits are required then please categorize as follows: 1) Earth Pit 1 - For Motor, Controller, structure and Module Earthing. 2) Earth Pit 2 - For LA. Earth Pit 1 and Earth Pit 2 shall be bonded.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
12	SECI000093-4049247	3.7.1-19 (Page-8/66)	The earth pits given with the SWPS {i.e. Earth pit(s) for the BoS system (other than LA) and Earth Pit for LA} should be made equipotential bonded to each other.	Please clarify if module to module earthing jumper and separate earthing is necessary. Else vendor will consider structural earthing as common to structure and modules with no jumpers.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
13	SECI000093-4049247	3.7.1-17 (Page-7/66)	A separate earth electrode is required for the dispersion of the lightning current into the ground with suitably low value of the earthing resistance i.e. less than 5 ohm. And the minimum length (11) of vertical earth electrodes for lightning protection level III or higher shall be determined according to the IEC 62305-3.	Please modify the word "Earth Electrode" to Earth Pit. Else it will be misunderstood as earthing conductor connection.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
14	SECI000093-4049247	Annexure 4-I (Note) (Page- 37/66)	MNRE will provide the support for the development of the Mobile App for the PM-KUSUM scheme.	Kind of support is not clarified (Technical / financial ), clarification required. Please clarify if the mobile has to fetch data directly from MNRE server or fetching data from OEM server is acceptable.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
15	SECI000093-4049247	1.A.V. ii (Page 38/66)	Auto Mode: - Pump can ON/Off automatically using the sensor data which are installed in the field by the beneficiary. (Cost of sensors will be worn by the beneficiary)	Please specify which type of sensors are to be considered (eg : Moisture , Humidity , Temperature etc.). What are the threshold limits of the various parameters like moisture , temperature , humidity etc to be considered.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
16	SECI000093-4049247	1.A.V. iii (Page 38/66)	Timer Mode: - Pump controller shall operate pump as per configured schedule using mobile application i.e. daily start time and running hours of pump.	If it is expected that the App should communicate to the MNRE server then configuration of ON time and OFF time on the app may not be feasible since the MNRE communication architecture does not support ON Interval and OFF interval setting. Please check.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
17	SECI000093-4049247	3.7.1-19 (Page-8/66)	The earth pits given with the SWPS {i.e. Earth pit(s) for the BoS system (other than LA) and Earth Pit for LA} should be made equipotential bonded to each other.	Clarifications on weather if the LA is GI or Copper Bonded (if copper bonded then tender should specify 80 microns minimum).	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
18	SECI000093-4049247	3.7.1-8 (Page-6/66)	It is recommended for selection of type and installation of the earth electrode the provisions of the IS 3043 should be considered.	Please clarify if earthing electrode should be copper bonded or GI (If copper bonded then tender should specify 80 microns minimum).	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
19	SECI000093-4049247	3.6.5 (Page- 6/66)	All cables used shall be as per IS 694 or IS 9968(Part 1).	Clarity is required if Aluminium Cables can be used for AC side wiring.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
20	SECI000093-4049247	3.6.5 (Page- 6/66)	Suitable size of cable shall be used in sufficient length for inter- connection between the SPV array to SPV Controller and the SPV Controller to solar powered pump set. Selection of the cable shall be as per IS 14536.	Inclusion of % cable voltage losses limited to 3% maximum of the controller output rated voltage and compulsion on submission of calculations is suggested.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
21	SECI000093-4049247	3.6.5 (Page- 6/66)	All cables used shall be as per IS 694 or IS 9968(Part 1).	It should be mandatory to have IS 694 marking on the AC cables and CM/L number so as to avoid low quality cables. This will also become a point of inspection during dispatch clearances.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
22	SECI000093-4049247	3.4.6 (Page- 4/66)	The suction/ delivery pipe shall be of HDPE or uPVC column pipes of appropriate size, electric cables, floating assembly, civil work and other fittings required to install the Motor Pump set.	It should be mandatory to have IS 4984 marking on the pipes with CM/L number so as to avoid low quality pipes. This will also become a point of inspection during dispatch clearances.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
23	SECI000093-4049247	3.4.6 (Page- 4/66)	The suction/ delivery pipe shall be of HDPE or uPVC column pipes of appropriate size, electric cables, floating assembly, civil work and other fittings required to install the Motor Pump set.	It is suggested to use green flexible spiral ribbed pipe for surface pump suction.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
24	SECI000093-4049247	3.6.5 (Page- 6/66)	All cables used shall be as per IS 694 or IS 9968(Part 1).	Clarity is required if flexible double corrugated wall pipes should be used for module to module wiring.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
25	SECI000093-4049247	3.3.2 (Page-3/66)	Modules supplied with the SPV water pumping systems shall have certificate as per IS 14286/IEC 61215 specifications or equivalent National or International/ Standards. Lab certified STC performance data supplied with the modules shall not be more than one year old.	<ul> <li>Submitting STC report for each module supplied to the customer is not practical. However there is an internal flash test report which will be provided with each module which is supplied to the customer. This report is automatically generated during manufacturing of the modules.</li> <li>Instead the statement should be modified to "The STCs referred in the NABL pump test report should not be more than 1 year old at the time of testing "</li> </ul>	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023

			-		
26	SEC1000093-4049247	6.1 (Page-11/66)	The SPV Water Pumping Systems shall be guaranteed for their performance of the nominal volume rate of flow and the nominal head at the guaranteed duty point under the "Average Daily Solar Radiation" condition of 7.15 KWh/m2 on the surface of SPV array (i.e. coplanar with the Photo Voltaic (PV) Modules). The actual duration of pumping of water on a particular day and the quantity of water pumped could vary depending on the solar intensity, location, season, etc.	Clarity is required on minimum cummulative water discharge or other parameters to be shown in the remote MNRE terminal to qualify the pump for payment after commissioning of the pump.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
27	SECI000093-4049247	1 (Page-41/66)	Guidelines on Testing Procedure for Solar Photovoltaic Water Pumping System	Clarity is required on testing of the pumps. Is test certificate for Highest Head for a particular HP of pump validates the Lower heads of the same HP. Please clarify.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
28	SEC1000093-4049247	10.1 & 10.2 (Page 53 & Page 54)	10.1 Computation of Total Head for Surface (Mono-set) Pumps Total Head 10.2 Computation of Total Head for Submersible Pump-sets	Clarification on maximum pipe length to be considered beyond pump discharge point. It is recommended to provide the following : 1) For Submersible : Pump Head in meters + 5m 2) For Surface pump Suction : 7m 3) For Surface pump discharge : No Pipe. As seen from the past experience the customers tend to request for additional pipe as per the location of the field from the pump. Some times customer has also requested from pipe as long as 1km. This is not economically feasible as well as the pressure drop in such cases are very high.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
29	SEC1000093-4049247	Annexure4: 1-a-iv (Page- 37/66)	Sensor Connectivity: RMS should have provision for at least two Analog and Digital inputs with 0.1% accuracy to address the requirement of local sensors connectivity if required by SIA/Consumer for applications such as irradiation, flow meter for water discharge, moisture sensor for micro-irrigation, etc.	Please clarify if this tender intends to cover sprinkler related applications. Since these applications require higher balance head to operate the sprinklers. For sprinkler related applications there is a requirement of at least 20m balance head to operate a group of sprinkler connections. Eg if a 100m head pump is operated at 100m depth the balance pressure would be zero hence cannot be used for sprinkler applications. In this case pump should be installed at 80m and balance 20m pressure would be used to operate the sprinklers. Please mention that a balance of 20m shall be considered for sprinkler related applications.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
30	SECI000093-4049247	3.6.5 (Page- 6/66)	Suitable size of cable shall be used in sufficient length for inter- connection between the SPV array to SPV Controller and the SPV Controller to solar powered pump set. Selection of the cable shall be as per IS 14536.	Clarifications on maximum cable length from the borewell to be considered. Recommendation Head + 10m for Submersible pumps and 10m for surface pumps.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
31	SECI000093-4049247	3.6.5 (Page- 6/66)	All cables used shall be as per IS 694 or IS 9968(Part 1).	Recommendation on Joint less Connection from Motor to Controller to prevent Electrical safety hazard and performance issues due to joint failures. Controller should compulsorily have a RYB connector mounted on the body and twisted joint is not recommended.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
32	SECI000093-7633709	39 (iv) Page 32/107	Inspection of installed systems and online submission of completion reports to MNRE along with availability of the accurate data of the parameters of the SPWPS on the central portal of the MNRE.	It is suggested to publish a Commissioning Inspection Checklist as a part of the tender points for ease of payment.	Please refer Quality Control Manual issued by the MNRE
33	SECI000093-7633709	47-Page- No- 46	In order to allow States/SIA sufficient time to implement SPWPS based on the prices discovered under this tender, all prices discovered under this tender will remain valid for 24 months from the date of opening the price bids, which will be announced by MNRE/SECI. Within this 24-month period, empanelled vendors have no right of refusal to complete the allocated work.	Price validity should be 12 months from the bid submission date.	The clause remains unchanged
34	SECI000093-7633709	Clause 3.4- Page No-12	Selected Vendor should keep necessary spare parts (minimum 2% of allotted quantity of each component of the complete system at the service center) at each district and should ensure proper maintenance of SPWPS to 5 years from date of installation of each SPWPS. Vendor	2% spares with service centre in district should be considered if the Installed Qty in that district is more than 2000 Pumps. Else we can club qty in neighbouring district and open a common service centre for 3 to 4 district making 2000 pump qty.	The clause remains unchanged
35	SEC1000093-7633709	clause 29.1, Page No-29	Force Majeure Event shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion.	Please include quarantine and pandemic in the definition	The clause remains unchanged

36	SECTION 2.	3.1 page no. 9	During the time of PDI of each component, test reports of equipments, warranty certificates, calibration certificates and any other certificates as specified in the guidelines and specification issued by MNRE should be provided by the bidder.		Request you to kindly provide clarification, do the bidders have to submit test reports along with tender? OR bidder has to upload test reports after the issue of LOA?	The suitable amendments are being issued on the caluse referred.
37	Operation & Maintenance (O&M), Training, Awareness and Sensitization	3.4 b page no. 11	Any complaint registered registered/service calls received should be attended at the earliest and the system should be repaired/restored/replaced within 3 days from date of complaint received/informed to the vendor	Any complaint registered registered/service calls received should be attended at the earliest and the system should be repaired/restored/replaced within 15 days from the date of complaint received/informed to the vendor	Considering practical difficulties in the field (remote places, network issues, insurance procedures etc.) request you to kindly provide 15 days.	The clause remains unchanged
38	Documents to be Submitted Offline (in Original)	21.1 (II).b.v page no. 24	Cumulative Capacity of the projects applied for:		Request you to kindly explain.	The suitable amendments are being issued on the clause referred.
39	Financial Bid (Second Envelope)	21.2.iii page no. 25	The price shall remain firm and fixed and shall be binding on the Selected Vendor irrespective of actual cost of execution of the Project. No escalation on the price will be granted for any reason whatsoever. The Selected Vendor shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.	Price escalation: Seeing the market fluctuations the prices should be reviewed after every one year.	Considering the high price variation in raw material espcially after Covid, we request you to kindly insert Price escalation clause (+,-) in the tender documents, bidders can survive in due to high variations in raw material prices and govt. policies.	The clause remains unchanged
40	Minimum Average Annual Turnover	42.4 page no. 40	In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate. In this case, a Bidder can use the credential of only a single affiliate to meet all the financial eligibility criteria.	In case of the Bidder being a Bidding Consortium, both the menmbers cummulatively meet all the financial eligibility criteria. Lead member must have more than 50% credential		The relavent clauses at Clause 41.2 (vi) of the RfS and defination of Lead member in Section VI of RfS are self explanatory.
41	General Eligibility Criteria	40.2 page no. 33	Bidding Consortium with one of the Companies as the Lead Member		<ul> <li>a. How many companies/Members allowed in Consortium</li> <li>b. can Company and LLP form Consortium</li> <li>c. Qualification Eligibility requires to fulfill jointly or in the portion of equity capital as mentioned in Consoritum Agreement.</li> </ul>	<ul> <li>a. The suitable amendments are being issued on the clause referred</li> <li>b. Allowed. In case such Consortium is declared as Selected Vendor such consortium with LLP.</li> <li>c. The relavent clause at Clause 42.1 (vi) of the RfS of RfS is self explanatory.</li> </ul>
42	Financial Eligibility Criteria	42.4 and 51.2 page no. 40.	The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 40.1, 40.2 and 40.3 above.		Whether Affilate(s) includes the Company having Common Director but Bidding Company does not owe any Share Capital in other Company.	Allowed under this RfS.
43	Financial Eligibility Criteria	42.8 page no. 41	In case the response to RfS is submitted by a Consortium, then the financial eligibility requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company		Same criteria applicable for a. Technical Eligibility Criteria b. Minimum Average Annual Turnover c. Liquidity	a. The Technical Eligibility Criteria to be considered for the above purpose will be the cumulative Technical Eligibility of the Bidding Company or Consortium. b. & c. The relavent clause at Clause 42.1 (vi) of the RfS is self explanatory.
44	Recommendation and Issuance of LoAs	48 page no. 45	In case of a Consortium being selected as the Selected Vendor, the LoA shall be issued to the Lead Member of the Consortium.		Kindly issue the experience certificate in the name of member of Consortium as well	RfS doesn't envisage issuing of experience certificate.
45	L-1 Matching and Selection of Selected Vendors	46.3 page no. 45	In all cases, matching of Prices will be on individual line items (for a particular State/UT) within the price bid table on total landed cost (including GST) for complete scope of work.	As per Price Bid Prices are exclusive of GST	Please confirm wheather bidder has quoted with GST or without GST.	Prices quoted under this RfS shall be exclusive of GST. Typographical errores if any shall be be read as per this clarification.
46	Testing Procedure for Universal Solar Pump Controller (USPC)	Technical Specifications Page no. 63	LCD screen provided on controller need to shows various applications which can be selected by keypad using up-down and enter key		Request to eliminate this requirement.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
47	Earthing and Lightning Protection	3.7.13 Technical Specifications Page no. 7	Motor shall have suitable provision for earthing to facilitate earthing of the motor as per IS 3043 at the time of installation. In case GI pipes are used for the purpose of earthing the motor, earthing connection may be made to the discharge pipe clamps. However, in case of HDPE/PVC pipes, a separate metallic cable from the motor to the control panel shall be provided and earthing given as if four-core cable is used, the fourth core not connected to the terminals can be used for earthing.		Requires clarification on 2 nos. earthing is sufficient for whole system or earthing quantity should be as per number of structures provided.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
48	RfSunderPM- KUSUM_Component- B-Finalupload	Section No. 1, Page No. 35, 36, 37 of 106, Clause No. 41.2 (iv)	Technical Eligibility Criteria: (As per mentioned Table) 1. For Solar Pumps/Controller (number of solar pumps installed/Controller installed or supplied). 2. For Solar PV Modules (Experience in kWp)	Whether both the experience required separatly for technical eligibility or any one of them are sufficient to met the Technical Eligibility Criteria. Also can we use similer experience in all states for participation of the same?		The clauses at 41 of RfS are self-explanatory.

49	RfSunderPM- KUSUM_Component- B-Finalupload	Section No. 1, Page No. 5 of 106, Clause No. 1.5	The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc.	Kindly request you to elaborate the same.		The Clause is self-explanatory.
50	RfSunderPM- KUSUM_Component- B-Finalupload	Section No. 1, Page No. 11 of 106, Clause No. 18 (xvi) of sub clause (iv)	Certified copies of annual audited accounts for the last three financial year, i.e., FY 2021-22/2020-21/2019-20, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable)	We will be able to provide the final Audited Balance sheet of the last three financial year, i.e., FY 2021-22/2020-21/2019-20.		The clause remains unchanged
51	RfSunderPM- KUSUM_Component- B-Finalupload	Section No. 1, Page No. 23 of 106, Clause No. 21.1	No documents will be accepted in person, on or before the date of bid submission. The bidders will be required to submit the bank guarantee/POI against EMD and DDs/Pay Orders (if applicable) against the bid processing fee, either in person or through post, at the office of SECI until the date as on 2 working days after the closing date of bid submission	Considering the location of offline submission (i.e. New Dehli) of EMD the time slot provided for submission only 2 days after due date, which is not possible practically. Hence kindly request to extens the same for 4-5 days.		The clause remains unchanged
52	RfSunderPM- KUSUM_Component- B-Finalupload	Section No. 1, Page No. 17 of 106, Clause No. 14.2	PBG(s) shall be submitted by selected vendors to SIA within 15 days from issuance of letter of award/empanelment	Submission of PBG should be at least 30 Days due to processing delays from the respective bank.		The clause remains unchanged
53	RfSunderPM- KUSUM_Component- B-Finalupload	Section No. 1, Page No. 29 of 106, Clause No. 31	The Comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft & burglary etc. during 5 years warranty period.	Insurance clause should be aplicable only if claim within 5 days of defects.		The clause remains unchanged
54	SPECIFICATION FOR SOLAR PHOTOVOLTAIC WATER PUMPING SYSTEMS	Annexure A Page 3 of 66 clause 3.3.1	individual PV modules used in the PV array, under STC, should be a minimum of 300 Wp, with adequate provision for measurement tolerances	Required more clarity on Ploy and Mono Panel		Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
55	Section - 3	16 Stage II	"In case of non-compliance with terms & conditions of letter of award/ NTP, the payment due date shall start from submission of all necessary documents".	"In case of non-compliance with terms & conditions of letter of award/ NTP, the vendor can rectify the same to be considered for payment". "Due Date shall start from" should be removed.	Maintaing working capital cycle in a big Project is extremely critical. No payment is given on supply of pumps and all payment is backended, hence delays in payment of balance 10% can affect working capital cycle and inability of the vendor to execute project at a larger scale. It is humbly requested to remove any reference for delay in Payment.	The clause remains unchanged
56	Section - 3	16 Stage 1	Submission of software generated Installation Reports	If Software is not developed at time of installation, this clause will not be applicable. Or Provide for 70% Payment on Supply of Pumps	Software implementations take time so in case software is not developed, Vendor's payments should not be held up.and linking it with a software generated installation report ( which is not under Vendor's control) will inordinately delay the process.	The clause remains unchanged
57	Section - 2	3.2 - H	Vendor must obtain approval/ NOC from Appropriate govt. body for implementing the project	SIA should obtain approval/ NOC from appropriate government body, if required.	SIA is in a a much better position to coordinate with other govt. bodies	The clause remains unchanged
58	Section - 2	3.1 - B	Specific Pump Number and same must be captured by SIA's web application.	If SIA Web based application is not developed at the time of installation, this clause will not be applicable. Or Additional Compensation to be provided to the Vendor for visits after the installation work.	Developing Apps after the installation work has been completed results in a lot of rework by vendors, which is not budgeted for in the initial project cost. As it's a distributed project across remote locations where electricity grid has not reached, reworks not budgeted for in project cost, come out to be very substantial.	The clause remains unchanged
59	Section - 2	3.4 - D	If any selected vendor , after getting empanelled does not go forward with the installation of pumps, apart from encashment of EMD, vendor will be blacklisted	The exception to this is that beneficiary does not select the vendor as the preferred pump supplier, then the EMD Encashment / Blacklisting clause should not apply. As he can get empanelled but not be awarded pumps for installation	If beneficiary does not select the Vendor, then this clause sould not be applicable.	The stitable amendments are being issued on the clause referred.
60	Section - 2	3.4 - g	Selected Vendor shall provide a copy of Valid insurance certificate of SPWPS to the beneficiary.	Selected Vendor shall provide a copy of Valid insurance certificates of all SPWPS to SIA and upload the Insurance certificate on the Kusum Portal for each beneficiary as being done currently.	Insurance certificates are issued by Insurance companies on a combined farmer list that lists all farmers and are are uploaded on the SIA - Kusum website for reference. Getting insurance claims is also Vendor's responsibility. Hence provision for providing certificate to each beneficiary should be removed as this will result in operational changes required at Insurance company level to provide for each farmer , which may be difficult to execute.	The clause remains unchanged
61	Annexure	3.5.4	Specifications of Solar PV Pumping Systems : Module Mounting Structures (MMS) are indicative of minimum standards and an Implementing Agency may specify higher standards which shall be certified by recognised structural engineering department of any IIT/ NIT or IISc	Module Mounting Structures (MMS) are indicative of minimum standards and an Implementing Agency Or Vendor or Structure design company may design higher standards which shall be certified by recognised structural engineering department of any IIT/ NIT or IISc	Last Kusum tenders, allowed for higher standards of design to be certified by recognised structural engineering department of IIT/NIT/IISc. It could come from any company and it did not limit to the implementing agency specifying it. This way new designs could also come up. As its a long 24 month period, it should allow for innovations at all levels to be incorporated in the tender.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023

62		Format 7.16	Price Schedule	Differential Prices should be asked for Poly - M5 Panels and for Mono - M10 Panels as both solar panel pricing and thereby Solar Water Pump System Pricing will be different.	This tender has rate validity & fixed rates for 2 years. The solar module technology is expected to shift from MS Poly to M10 Mono solar cells and thereby availaibility of only M10 Mono Solar Panels in future. The prices of Poly and Mono are different. If bidder assumes Poly Panel rates today, and in near future, if only Mono Solar Panels are available, then the project will not be viable for the bidder to execute work. Since rates are fixed for next 2 years, it is requested to take different rates for Poly and Mono Solar Panels. So that companies can work out different pricing for both , which will be competetive rates.	The clause remains unchanged
63	SECTION 2.	3.3 - B	Only Indigenously manufactured solar panels with Indigenous solar cells and modules	We request for 50% of supplies to be DCR with Indigneous Cells and 50% to be Non- DCR Indigenous Modules.	DCR Cell Supplies are limited & it will help to expedite the project.	The clause remains unchanged
64	RfS	3.1 b	Each pump should be marked with Toll Free No. of successful bidder	Helpline number may not be toll-free number	Practially all calls made from mobile phones in the country are free. Toll-free numbers have higher call failure rates as compared to normal numbers causing inconvinence to the beneficiaries. Normal numbers also enable whatsapp support facility which is helpful for beneficiaries.	The clause remains unchanged
65	RfS	3.2 h	Vendor must obtain approval/ NOC from appropriate Govt body for implementing the project in each selected village.	Omit	Village authority have no say in the private affairs of individual farmers	The clause remains unchanged
66	R/S	3.2 I & 15.2	Selected vendor should have finalized sub-bidders and Purchase order for all materials such as PV Modules, Structure, Pump, Controllers, etc. within 30 days from date of award of contract and unpriced copy of such award letter/Purchase order will be submitted within 30 days from date of issuance of award. Successful vendor shall submit the unpriced purchase order copies of solar pump sets, controllers and solar PV modules to SIA within 30 day	Omit	Since beneficiary selection in a vendor's favour is a rolling process, purchase of material is also a periodic acivity over the life of the project. This point is thus not applicable.	The clause remains unchanged
67	RfS	3.2 ј	Vendor should commission minimum pumps/ quarter as defined above at Clause 3.2b of Scope of work. Vendor must submit handing over certificates in the format prescribed by MNRE.	Omit	Since beneficiary selects the vendor, this point is not applicable.	The clause remains unchanged
68	RſS	3.4 g	including insurance coverage for the installed systems against natural calamities and theft.	Allow for minimum deductable to be passed on to beneficiary	Insurance policies have a minimum deduction clause which requires the policy holder to bear a certain amount (usually $\gtrless 10,000$ ) while the rest is covered by insurance. Since the insurance policy is taken on behalf of the beneficiary, the beneficiary should be liable to bear this amount and hence the vendor should be able to pass on this liability to the beneficiary	The clause remains unchanged
69	RfS	3.4 g	CMC will include inspection by Vendor at least once in a quarter and submission of quarterly inspection report of the installed pumps as per prescribed format. Selected Vendor shall provide a copy of valid insurance certificate of SPWPS to the beneficiary and same shall be renewed every year.	Omit	Since systems are upoading data online and beneficiary will have a robust complaint mechanism provided by MNRE/SIA, periodic inspection visits are not required. Breakdowns will be attended to on-demand. Bulk insurance for multiple beneficiaries will be procured. A single policy might cover 100s of beneficiaries. Individual certificates are not generated by the insurance company and hence cannot be handed over to beneficiary.	The clause remains unchanged
70	RfS	13.1	Bidder shall submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2 % of amount equivalent to the 6 % of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher,	Bidder shall submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2 % of amount equivalent to the 6 % of the value of total state- wise allocation or 25 numbers of SPWPS, whichever is higher, subject to a maximum of 1000 pumps	As per Section 4, scheme is demand based and hence total number of beneficiaries allocated to a vendor is not fixed at the beginning. Performance bank guarantees' limits will ensure that vendor cannot exceed his capacity to work. This high EMD will block working capital which is detrimental to the implementation of the scheme	The suitable amendments are being issued on the clause referred
71	RfS	14.1	Performance Guarantee for a value @ 3% of the amount equivalent to the 6% of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher (as per Annexure-E). Along with the first list of consent from beneficiaries in vendor's favor, vendor shall submit another PBG equivalent to differential value of order as per notice to proceed (NTP)	a Performance Guarantee for a value @ 3% of the amount equivalent to the 6% of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher, subject to a maximum of 1000 numbers od SPWPS (as per Annexure-E)	As per Section 4, scheme is demand based and hence total number of beneficiaries allocated to a vendor is not fixed at the beginning. Historically, most SIAs only give a list of 500-1000 beneficiaries initially. There is a provision for the vendor to submit differential PBG in case his beneficiary selection exceeds 1000 SPWPS. Thus, SIA can ensure that the work allocated to the vendor never exceeds his PBG limits. This high EMD will block working capital which is detrimental to the implementation of the scheme	The suitable amendments are being issued on the clause referred
72	RfS	16 Stage 1	Submission of evidence in hard copy regarding completion of installation of SPWPS in good condition at site duly verified and acknowledged by Engineer-In Charge/SIA and Beneficiary.	Submission of evidence in hard/soft copy regarding completion of installation of SPWPS in good condition at site duly verified and acknowledged by Engineer-In Charge/SIA and Beneficiary.	Allow soft copy submissions also. Discretion with SIA	The clause remains unchanged

				-		
73	RfS	16 Stage 1	All the relevant warranty and quality (Performance Test Reports) of the lot to be submitted.	All the relevant warranty and quality (Performance Test Reports) of the lot to be submitted.	Since this has rolling work orders, one time submission is Performance Test reports for a particular pump type must be sufficient. 5 years maintainance is in the scope of vendor, hence warranty is inbuilt.	The clause remains unchanged
74	RfS	16 Stage 1	Performance report for one week after commissioning based on the accurate data of the parameters received from RMS or data logger in case of internet unavailability.	Performance report on the day of commissioning based on the accurate data of the parameters received from RMS or data logger in case of internet unavailability.	Beneficiaries may not turn on their pumps post installation, especially when installation is done in seasons when water is not required. It is not feasible to submit this data in such cases. Data as on date of commissioning should be sufficient.	The clause remains unchanged
75	RfS	40 & 41	Various related to consorium/JV and technical qualification	exemption from the requirement to form an SPV.	There is no benefit in making an SPV when all the on-field work and procurement will be done by EPC/SI. No such condition mandated by MNRE. In the EESL tender, in case of JV, the technical JV partner also had to give an undertaking that in case of a default, both JV partners will be black-listed. Formation of SPV should be required only if the bid is being made as a consortium i.e. no single member is able to meet the Financial Eligibility Criteria or Technical QR of pumps	The suitable amendments are being issued on the clause referred.
76	RíS	41	Technical QR	Limit the maximum number of installed SPWPS for meeting technical qualification to 5000	This will increase the number of vendors who can qualify for the big states and thus ensure that beneficiaries have a wider choice of vendors and that work gets implemented faster. Vendor performance will directly impact their further selection by the beneficiaries due to feedback effect market forces. NO state has the capacity to install >5000 pumps/annum. Experienced EPC/SI will not qualify for the larger states while only module manufacturer will. Large states require atleast 15 agencies for smooth work.	The suitable amendments are being issued on the clause referred
77	RfS, Annexure E	13, 14, 41, 42, Annexure E	Basis of calculation for technical and financial qualification requirements	Assume 3hp price discovered in Maharashtra as basis for all calculations	Turn-over, EMD & PBG calculations are based on a SPWPS assumed unit price of ₹ 2.67 lakhs. Technical qualification is based on 5hp SPWPS requirement of 4800Wp. What is the basis of these assumptions? In the state with the most number of pumps (MH), >80% of the SPWPS are 3hp & >99% non-USPC. The avg. discovered price for this category of pumps in MH in the previous KUSUM tender was ₹ 1.67 L. This should be the basis of all calculcations for this tender.	The clause remains unchanged
78	RfS	45.5	Types of pumps	Pump cooling category should be: Waterfilled/OilFilled	Oil filled motors have lower failure rates than waterfilled motors. This will ultimately benefit the beneficiary due to higher uptime. Allow vendors to choose which type of technology they wish to provide based on their expertise and experience. Beneficiary can also choose between vendors based on their own preferences thus giving greater power of choice to beneficiary.	The suitable amendments are being issued on the clause referred
79	Annnexure A	3.5	Module mounting sctructure	Allow Al-Zn coated steel (Galvalume) sections to be used	Al-Zn coated steel brings benefits of weight saving, cost saving and aesthetics to the system while maintaining its weather tolerance properties. It is also stronger per KG compared to notmal steel sections. Allow its usage for the MMS. If it is verified by premier educational institutes.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
80	Annnexure A	3.5.4	Agency may specify higher standards which shall be certified by recognized structural engineering department of any IIT/NIT or IISC	Allow certification from all recognized (ranked) engineering/science institutes	Allow certification from any recognized institute. IITs/NITs are usually overloaded with work from various government agencies. Consider allowing top 100 institutes as per recognized ranking agency like India-Today	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
81	SECTION 4	40.1	as defined	We are a EPC Proprietorship firm & we will make a consortium agrement with another Module Manufacturer which is also a Proprietorship firm. So are we allowed to enter into a consortoum agreement. If not please allow us as if we are selected, we will go to form a SPV as per consoritium agreement.		Under this RfS, sole proprietership firms are not allowed to participate individually or as a part of consortium. However, LLPs (registered partnership firm) individually as well as part of consortium are allowed
82	SECTION 4	41.2	The bidder should be, either of the following: i. Manufacturer of Solar PV Module or ii. Manufacturer of Solar Pump or iii. Manufacturer of Solar Pump Controller using indigenous technology or iv. EPC/SI of 'similar works' in Joint venture with Solar PV Module Manufacturer or Solar Pump Manufacturer or Manufacturer of Solar Pump Controller using indigenous technology.	We are a EPC Proprietorship firm & we will make a consortium agrement with another Module Manufacturer which is also a Proprietorship firm. So are we allowed to enter into a consortoum agreement. If not please allow us as if we are selected, we will go to form a SPV as per consortium agreement.		Under this RfS, sole proprietership firms are not allowed to participate individually or as a part of consortium. However, LLPs (registered partnership firm) individually as well as part of consortium are allowed

83	SECTION 4	42.2	Minimum Average Annual Turnover - The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) as per the table below, during the last three financial years, i.e., 2021- 22, 2020-21 and 2019-20. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover	We request you for taking consideration of best 3 years for MAAT of last 5 Financial Years, because due to COVID-19 turnover of 2 years out of given 3 years are suffered.		The suitable amendments are being issued on the clause referred
84	SECI000093-7633709- RISunderPM- KUSUM_Component- B-Finalupload	41.2	Technical Eligibility Criteria:- Joint Venture	<ul> <li>1) Can more than 2 companies be a part of J V?</li> <li>2) What should be the minimum ratio of equity if the JV is between more than two companies ?</li> <li>3) Can the share allocation of each entity change from Project to project to basis in a JV firm ?</li> <li>4) can more than two comapnies be a part of single consortium?</li> <li>5) Is it necessary to make a SPV after consortium ?</li> <li>6) For Implcation of MSME criteria as menioned, is it mandate that all the compnies of JV/consortium should be MSME?</li> <li>7) Apart from the lead partner if the other partner is an MSME then will the MSME exemtion be implicable?</li> <li>8) Who will be considered the Lead Partner - The company who meets the tacking a learner is an anticipation?</li> </ul>	<ol> <li>We request it inere is any one MISME player then the MSME norms should be applicable.</li> <li>There should be a timeline of 20 days to create an JV/SPV. As all the process regulatory and banking norms take time to execute . As other parallel agencies take 10 to 14 working days to comply all details.</li> <li>MSMEs should not be forced for Design sharing, As all pump and controller manufacurers have already pre apprroved product. MMS clearance as per the clause of SECI should be followed as per the guidelines in such case.</li> <li>As the LOA will be awarded it will tuff for multiple compnies to provide the test report for the designs within 15</li> </ol>	The suitable amendments are being issued on the clause referred. for necessary clarification.
85	SEC1000093-7633709- RISunderPM- KUSUM_Component- B-Finalupload	SECTION 3. 11	Bid Processing Fees:- All MSMEs (Micro, Small and Medium Enterprises) notified as per clause 1.10.3 of GFR 2017 and as registered under NSIC/DIC/Udyog Aadhaar only are only exempted from submission of Bid Processing Fee and EMD	Participation of MSME's are eligible for technical Qualifying criteria exemption, and Turn over exemption as per the MSME policy, Partial exemption of EMD and tender fees is not a healthy opportunity for MSMEs in the tender	MSMEs clause should be implacated properly not partially. Minimum Procurement criteria should be done via MSMEs, as this is Honourable Prime Ministers shceme and Promotion of MSMEs within the Sectors is also the Honourable Prime Ministers Agenda. As per MSME policy, MINIMUM 20% is reserved for MSMEs in all public procurement. Therefore, this clause is absolute vague and in deviation to MSME policy for public procurement defeating the very purpose of MSEs getting more work orders in public procurement. 1) Discovering of prices shouly doe stopped As the present	The clause remains unchanged
86	SECI000093-7633709- RISunderPM- KUSUM_Component- B-Finalupload	47 Validity of discovered prices	for each State/UT, In order to allow States/SIA sufficient time to implement SPWPS based on the prices discovered under this tender, all prices discovered under this tender will remain valid for 24 months from the date of opening the price bids, which will be announced by MNRE/SECI. Within this 24-month period, empanelled vendors have no right of refusal to complete the allocated work.	<ol> <li>Prices should be Dicoverd for CFA not to bench mark the EPC players price fo each System.</li> </ol>	<ul> <li>1) Discovering on prices should be solved. As the present market is highly volatile related to imposition of duties, SCM, taxation revival, Statewise regulatory changes.</li> <li>2) In the past two years from MNRE, MoF, MoT,DIPP, MoC&amp;I have implemented multipile changes in from time to time sue to some or the reason. These changes directly impact the value and flow of material within the market.Hence No price can stand for a single quarter.</li> <li>3) Today manufacruesrs deny to share price for more than two months, then how can SECI expect that a price can be validated for 2 years?</li> <li>4) On the other hand MNRE and other SNAs have stopped</li> </ul>	The clause remains unchanged
87	SECI000093-7633709- RISunderPM- KUSUM_Component- B-Finalupload	49 Inspection and Audit by the Government/M NRE	All materials/ equipments manufactured by the bidder/ consortium of bidders against the Letter of Award shall be subject to inspection, check and/or test by the SIA/MNRE or his authorized representative at all stages and place, before, during and after the manufacture.	<ul> <li>1) The clearance or an stage spould not be more than a week process from the auditing entity (including submission of the document). If this is not possible then SECI should declare in the following format :- a) Pre dispatch Inspection Stage - Location, Time line for inspection for Module, Controller, Pump, MMS, other Accesories b) After Installation - Location, Time Line for inspection of Documents, Executed Plant, DPR etc,</li> <li>2) We request to please share the agreed time line stepwise with each SIA for SWPS I&amp;C of site and SIA's time line to close any issue from their end during I&amp;C and O&amp;M period.</li> <li>3) We request SECI to clearly mention each third party timeline who will be involved in execution of the complete project from site time to time.</li> </ul>	If the mentined point A and B takes more than a week time then such a huge target will not be able to achieve in joint effort of EPC players, SECI, MNRE,SNAs. As the past experince complete KUSUM yojna is not been able to achieve its marked goals, due to market changes, Pandemic, Lack of proper third party agency support state wise. Pre dispatch Inspection if it needs to be done it should be done in such a timelien that the vendor has 60 to 90 days to complete the project execution. if there is the delay then the SIA/Auditing agancy should be penalized	The clause remains unchanged
88	SECI000093-7633709- RISunderPM- KUSUM_Component- B-Finalupload	42.2 Financial Eligibility Criteria	Minimum Average Annual Turnover The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) as per the table below, during the last three financial years, i.e., 2021-22, 2020-21 and 2019- 2020	We recommend Elgibility criteria of technical/Financial don't comply equally. A company inspite of having financial eligibility for a state of 1000 pumps capacity can not bid as he is restricted due to minimum technical experience of 25 pumps. MSMEs/Startup/enterpreneurs should be waived of from the technical and financial eligibility.	we recommend that engronity or minimum 25 shoutd be kept- but limitation of criteria minimum 2%-6% should be removed. If the player has capability on turnover basis to meet the execution requirement then spec of technical criteira should not blocks its execution limit . Small EPC players will never be able to bid in for state where there is larger scope. Especially MSMEs should be waived of from this Technical and financial criteria. limitation . In such a big opportunity minimum qty should be reserved for Startups/ Enterpreneur/ MSMEs in each Category & Protoype within each state.	The amendment is being issued on the clause referred.

89	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	45 Financial Bid Evaluation (Step 2)	Finacial Bid format - requires prices FOR.	<ol> <li>Related to FOR prices We request to share district wise capcity, as many states are so big that they can acccomodate more than two to three small states easily. 2) FOR price depnds upon logistic management, just by mentioning the state capcity it will be hypothetical to assume the FOR prices.</li> <li>Taxation Part : Please mention the exact GST amount to be Considered at the time of rising the bill (12.80% Cummulative for complete system or 70% of Supply @12 % and 30% of installation O &amp;M @18% )</li> <li>Please do confirm the HSN code for all the proto ype models</li> <li>Bid will be evaluated including GST or exclusive of GST.</li> </ol>	<ol> <li>Capcities should be mentioned district wise for each sstae. To cater the state wise FOR prices</li> <li>Else it should be kept in client scope as per actual basis</li> </ol>	The clause remains unchanged
90	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	SECTION 3. 14	Performance Bank Guarantee (PBG) 14.1 Bidders selected by SECI based on this RfS shall submit to the respective SIA, a Performance Guarantee for a value @ 3% of the amount equivalent to the 6% of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher (as per Annexure-E). 14.2 PBG(s) shall be submitted by selected vendors to SIA within 15 days from issuance of letter of award/empanelment.	<ol> <li>The Suggested PBG terms are unfavourable and onerous for small MSME's and are against the spirit of promoting and supporting MSME's under these tuff times where small companies are suffering on account of bloackage of working capital . Kindly separate the bank Guarantee requirement in two separate bank guarantees.</li> <li>a) 3% of Contract value for supply, I&amp;C for a period of one year</li> <li>b) 3% of O&amp;M Contract value for the period of 5 years.</li> <li>We reugest to give a flexibility that Bidder can submit 1 % of PBG within 30 days of LOA acceptance and remining 2% can be dedcuted from its monthly cycle. It can be released when ever the EPC player submits his 2% remaining Balance PBG.</li> <li>Kindly confirm the PBG time line ( no of days / month)</li> <li>Trimeting ef DRC when the submit he would be submarked burst 20 days form the</li> </ol>	Relaxation of PBG submission will hellp small players espcially MSMEs, to maintain easy cash flow , and deliver the project in a more faster method. 2) Forming a PSV /JV company and releasing the PBG in 15 days will be hingh on heel task after accepting LOA . Kindly review the PBG submission time line	The clause remains unchanged
91	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	SECTION 3. 15	Notice to Proceed/ Completion Time 15.1 The implementation work on ground should start within 15 days from the date of Notice to Proceed from SIA	<ol> <li>We request that SIAs should be directed to support the selected bidders and close all the hindrances so that this target line is matched or else each SIA should confirm their own timeline.</li> <li>We recommend each SIA should appoint an Single point contact who should also be accountable to close all the hindrances, and see smooth flow mechanism between the Bidders, SIA and client.</li> </ol>	As same as PPA SIAs accountability and liability should be fixed. The value of penalty dhould be deducted from their incentive and pssed on to the bidders who have suffered. Any losses occured due to delay of timeline by SIA or third Party auditng end , should be penalized and passed on to the bidder to safe guard the project value and scheme integrity	The clause remains unchanged
92	SEC1000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	SECTION 3. 16	Payment Terms- Stage 1 ( 90% ) Stage 2 ( 10%)	<ol> <li>Stage 1 should be splitted in two parts 60 and 30% we Request and recommend SECI to release 60% payment out of 90% Payment after Inspection of material and their warranty ceritificate. This will not only ease the business cash flow manegment but will also support the Integrator to proove its delivery and finish the project on time.</li> <li>Kindly clarify the relase of timeline for stage 1 payement and Stage 2 payment</li> <li>What will be the payment due days timeline for each section i.e supply, I&amp;C, PGT, O&amp;M, and Final payment.</li> <li>Will the purchaser(Client ?Central CFA /State CFA) pay any late payment charges if it exceeds its due timeline of payment?</li> <li>What will be the Purchaser interest rate for delay in payments to the</li> </ol>	Flexible payment terms not only ease the project amangement but also enhance the quality standdard of the project. From previous experiences we request SECI to follow easy going payment terms , keepin in mind that small players such as MSMEs will also pariticpate wihth the project. KIndly follow the Direct benefit trasfer guideline as pass the CFA direct to End user. Flexible payment terms will ease the program functioning and its delivery to end user with satisfactory result.	The clause remains unchanged
93	SECI000093-7633709- RISunderPM- KUSUM_Component- B-Finalupload	SECTION 3.9	Commissioning of Projects: Selected vendors must submit monthly consent of beneficiaries in their favours to SIA for which SIA will give notice to proceed and for this selected vendor shall complete the installation and commissioning of allocated SPWPS within 120 days from issuance of notice to proceed for general category state. However, for, special category states/Hill States/UTs/Island UTs, selected vendor shall complete the installation and Commissioning of allotted SPWPS within 150 days of issuance of notice to proceed.	We Request that any any outrage due to SIA, delay of Payment terms from central, State, Bank loan disbusrement, Client payment, lack of work front at SIA /Auditing agency, Availaibity of Client due to any force anijeure or any such condition which is not in control of the cotractor will be outaged from this period. NO Liquidity damagges will be implicable of contractor due to any of these coniditions	Kindly keep the Outage conditons, which have been always been the most expensive and delbirately loss making point for any EPC player to execute in such projects. This will not only secures the EPC players intrest but parallely clears an ease of flow for succesful execution in the whole scheme	The clause remains unchanged
94	SECI000093-4049247- Annexure-A(Technical- Specifications)		to obtain the required voltage or current output. The power	We request that only those module companies should suppply who are able to supply the watt peak of module supplied in this project uptill 5 years till the CMC period and oif they are not able to do it then they should replace the modules of whole plant at their own cost. EPC bidder should not be held responsible for the lack of availbility of that paricular prototype of that brand. Majority Module players deny to give spares at time of requirement after a particular time, due to extensively technoiclegy change. Example Poly module capacity is detoriating on a large scale from domestic market. MAny Tier 1 Indian Brands have detoriated there manufacturing capcity of Poly and are shifting to monoperc techology.		Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
95		3.5.4 Module Mounting Structures and Tracking System	Details of Module Mounting Structure (MMS) for pumps of capacity 1HP and above attached at Annexure-I. These are indicative of minimum standards and an Implementing Agency may specify higher standards which shall be certified by recognized structural engineering department of any IIT/NIT or IISC.	Is it mandate to use the mentioned design or the bidder can get its own design approved as per client requirement at site, keeping inc omplinace of MMS mentioned within the contract ?		Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023

96	SEC1000093-4049247- Annexure-A(Technical- Specifications)	9 COMPREHEN SIVE OPERATION AND MAINTENAN CE	II. CMC shall be in time with scheme guidennes and its amendment (if any). Apart from the monitoring, regular periodical maintenance of system has to be done. The report has to be maintained in a prescribed format containing Month, Inspection Date, Action taken against the Defects found in the System and along with signatures of both service Engineer and the farmer/ beneficiary. Maintenance report in digital form to be sent to Scheme implementing agency(SIA) and also uploaded on portal of SIA whenever such portal or mobile app is made available. iii. The deputed personnel shall be in a position to check and test all the equipments regularly, so that preventive actions, if any, could be taken well in	<ol> <li>We recommend Monthly or Quarterly site visit for regular service of system.</li> <li>We recommend that Panel cleaning to be within the scope of Customer, as it reduces the cost of project and makes the customer more familiar with normal cleaning process during the guarantee period itself. (customer traing will be provided for same).</li> <li>As per point (V) We undersatnd that customer will be responsible to pay any unwanted damage which occurs to system during the comprehensive mainteance period ( such as Theft , Rivalary , Riots, Animal, or natural calamity - such as Flood or wind speed which is beyond 150km/hr ) Please confirm.)</li> </ol>		Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
97	SEC1000093-4049247- Annexure-A(Technical- Specifications)	9 COMPREHEN SIVE OPERATION AND MAINTENAN CE	The maintenance shall include replacement of any component irrespective of whether the defect was a manufacturing defect or due to wear and tear.	<ol> <li>We request to mention repair/change of any defected item period 6 days /7 days as, some products need to be checked by manufacturer on run time analysis at site, so that actual fault/reason can be figured . Majority product Manufacurers ask for 6 to 7 working days for service visit as pumps are installed in remote locations.</li> <li>Even movement of service engineer from one rural area to other is a typical and threatful.</li> <li>We appreciateSECI practical lookout on post installation service issue.</li> <li>We Recommend and request SECI, that bidder should have the full right to change/ add/ or replace the service person/ service dealer as per their working comfortability.</li> </ol>		Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
98	SEC1000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	3.1 Supply and Manufacture	To ensure timely maintenance of SPWPS, apart from training a local person and making available necessary spare parts & tools in each district, to ensure timely maintenance of the systems the vendor shall have one authorized service center in each operational district and a helpline in local language in each operational State	We recommend clause of Service center per district should be ammendded to one service center / allied service partner per state is suffificent enough .	If a district has less than 5 or 10 systems per ditrict then opening a srvice center in each distric is not viable. Even clusters of ditrict will also fail. A service engineer can travel 300 to 500km from one position to other in one night. Majority EPC players have been sharing services to Multiple client consitently for Multipple years without having a service center. IF the service sector is kept an mandate distrcit wise, then the SNAs should share there data Distrit wise instead of STATE WISE for better clarity to BIDDERS	The clause remains unchanged
99	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	Clause 41.2 and 42.3	technical and finacial liquidity .	State wise declaration should be differrentiated to District wise , Capacity wise , Prototype wise . Zones with lower water table pricing should be discovered additionally	For discovery of Rate there should be differentiated data. In a particular state water table is at 30 feet andd 200 feet also . How can a bidder calcualte the FOR price without knowing the actual capacity and quantity in each district	The clause remains unchanged
100	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	Clause 48	Recommendation and Issuance of LoAs If the Selected Vendor, to whom the LoA has been issued does not fulfil any of the conditions specified in Bid document, then SIA reserves the right to annul/cancel the award of the LoA of such Selected Vendor also imposing the penalty such as encashment of BG or/and Blacklisting	As per Clause 48, we request an addditonal criteria to be added for the bidders. Any bidder who has participated in previous KUSUM B tender should provide an "NO DUE DECLARATION " which clearly states that they are not bided with any dues for the sub contractors/ vendor who have worked for/with them in any previous KUSUM Scheme	This criteria is mandatory as in previous KUSUM SCHEME it has been observed that, few bidders after succesful execution of the pump have not cleared the dues or done late payments of their installers on to the name of awaiting CFA from States. These kinds of Bidders should be only allowed to bid once they clear the dues before the submission of bid	The clause remains unchanged
101	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload		Vendors will mandatorily provide CMC for a period of 5 years from the date of commissioning of the systems including insurance coverage for the installed systems against natural calamities and theft. Selected Vendor shall provide a copy of valid insurance certificate of SPWPS to the beneficiary and same shall be renewed every year.	We recommend the client scope should also be mentioned within the insurance clause to safeguard undue adavantage and liability of bidders	<ul> <li>Points such as</li> <li>1) Sharing of FIR copy within 48 hours of theft should be within the scope of client.</li> <li>2) Bidder shall not be held reponsible if the insurance comapnies denies the insurance claim or delays the claim process for Breakage,theft, wear and tear or any damage caused due to any riot, unwanted intention or any such factor which is beyond the control of Contractor. This should be be followed as per the insurance policy criteria.</li> <li>3) Delay of operation/ non functioning of pump during this time should be outaged from the bidder scope.</li> <li>4) if there is any issue in functioning of the pump due to the point of the pump due to the p</li></ul>	The clause remains unchanged
102	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	3.4 Operation & Maintenance (O&M), Training, Awareness and Sensitization	Scope of bidder	As Bidders scope, Client scope, should be mentioned clearly for pre and post execution within the tender		The clause remains unchanged

103	SEC1000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	37 Role of SECI	Change of Law	We recommend CHANGE OF LAW should be implemented within the tender.	As per the uncertain and inconsistency of prices/ Duties/reforms on time to time interval post and pre COVID within the past two years Product pricing cannot be confirmed for more than a couple of quarter . Module , cable, MMS price have striclt been out of control since past one year, they rise and fall multiple times in a month parallel to dollar market Hence we assume that SECI is well versed with this pain of the bidders, and stand to safeguard the bidder with such kind of financial challenges by implemting the change of Law within this tender	-
104	SEC1000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	clause 42.4 and 42.8	42.4 The Bidder may seek quantication on the basis of mancial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 40.1, 40.2 and 40.3 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate. In this case, a Bidder can use the credential of only a single affiliate to meet all the financial eligibility criteria. In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate, undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a three for the CPOV Meeting of the performance for the period.	Both the cluase 42.4 and 42.8 are contradictory. Kindly clarify or evaluate the figures		The suitable amendments are being issued on the clause 42.8 accordingly.
105	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	Clause 1.8	CFA of 30% of the benchmark cost or the tender cost, whichever is lower, of the standalone solar Agriculture pump will be provided. The State Government will give a subsidy of 30%; and the remaining 40% will be provided by the farmer. Bank finance may be made available for farmer's contribution, so that farmer has to initially pay only 10% of the cost and remaining up to 30% of the cost as loan. In case the State Government provides subsidy more than 30%, the beneficiary share will reduce accordingly	<ol> <li>Agreement between Bidder, SIA and Central finance relasing agencies.</li> <li>CFA should be directly relased into the end client account.</li> <li>Timeline to release the CFA should be mentioned and accountability of the CFA realseing agnecy should be mentioned and followed.</li> </ol>	1) Agreement with SIAs and Central Agency of Bidder with ensurance for avialibility of CFA funds. There should be a turnaround time after which penalty should be imposed to fund releasing agency. MSMEs rate of interest rate should be implicable in case of MSME firm and for NON MSME firms general rate should be fixed. 2) CFA of PM- KUSUM scheme is a part of 310 Direct Benefit Transfer shemes. As per the NITI AYOG the CFA is to be transfered into the end user direct client. (kindly refer the Niti aayog website for same). We suggest the CFA should be directly to end user via bank Loan account. This will not ensure the BANK	The clause remains unchanged
106	Annexure A	3.3.11	The RFID tag shall be placed on the SPV Modules inside the glass laminate.	RFID tag shall be placed at the outer back side of the module besides the back label.	To achieve higher efficiency in a compact module design, RFID is beneficial in backside of module. Metallic interference can be reduced by having RFID at back side of sticker and it also increases the readability. There is a possibility of minor bubble defects near RFID in case of inside lamination.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
107	Annexure A	4.5	All PV modules should have STC testing certificate from an NABL accredited test laboratory and the date of testing should not be later than a year	All PV modules produced for regular supply will be tested at STC in module manufacturers production facility.	Design qualifies IEC 61215 and BIS 14286 requirements, sample modules tested in NABL accredited lab. 100% module testing can be done only in in-house setup.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
108	RfS No. SECI/C&P/MI/00/0010 /2022-23-Secton 2	3.4 a	Vendor should submit bi-weekly installation report to SIA as per the prescribed format provided during the installation phase.	We request you to keep this fortnightly .	There are multiple reports already mentioned in the tender from 3.2 a. to 3.2 g.	The clause remains unchanged
109	RfS No. SECI/C&P/MI/00/0010 /2022-23	3.2-b	Selected vendors have to submit monthly consent of beneficiaries in their favor to SIA for which SIA's will be Notice to Proceed and for this, vendor shall complete the installation and commissioning of SPWPS within 120 days from date of issuance of NTP for general category states. However, for special category states/Hill States & UTs and Island UTs, Vendor shall complete the installation and commissioning of SPWPS within 150 days of issuance of such NTP.	List of eligible beneficiaries should be given as per rfs document by SECI/SIA	It will same time and project will be adhere with the Central Ground Water Board & help SI to supply the correct capacity pumps.	The clause remains unchanged
110	RfS No. SECI/C&P/MI/00/0010 /2022-23	3.2-е	Installation and Commissioning: e. Vendors will have to submit installation reports as per given format on weekly basis and Monthly basis to MNRE and SIA.	The duration of Installation reports should be monthly/Quarterly	There are multiple reports already mentioned in the tender from 3.2 a. to 3.2 g.	The clause remains unchanged
111	RfS No. SECI/C&P/MI/00/0010 /2022-23	3.2-i	Selected vendor should have finalized sub-bidders and Purchase order for all materials such as PV Modules, Structure, Pump, Controllers, etc. within 30 days from date of award of contract and unpriced copy of such award letter/Purchase order will be submitted within 30 days from date of issuance of award.	Selected vendor should have finalized sub-bidders and Purchase order for all materials such as PV Modules, Structure, Pump, Controllers, etc. within 60 days from date of award of contract and unpriced copy of such award letter/Purchase order will be submitted within 60 days from date of issuance of award.	The Time line should be 60 days as we follow all QAP approval process with vendor before placing the PO for the porject.	The clause remains unchanged

112	RfS No. SECI/C&P/MI/00/0010 /2022-23 - Section 2	6-6.1	Maximum Eligibility for Contracted Capacity Allocation for a Bidder Total allocation to your vendor for a particular State/UT shall not go beyond the Annual Turn Over requirement for that particular State/UT. However, if there are no vendors available in the corresponding package, who have agreed to match the L1 prize and circumstances necessitates additional award of work, additional allocation may be done by SIA as per MNRE approvals.	We would request is to keep this open for the performance basis.	It will help faster execution of the projects	The clause remains unchanged
113	RfS No. SECI/C&P/MI/00/0010 /2022-23 -Section 4	42.8	In case the response to RfS is submitted by a Consortium, then the financial eligibility requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company. For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 10 MW, then, total Net-Worth to be met by the Consortium is Rs. 90 Lakhs x 10 MW = Rs. 9 Crores. Minimum requirement of Net-Worth to be met by Member A would be Rs. 6.3 Crores and the one to be met by Member B would be Rs. 2.7 Crores. Similar methodology shall be followed for computation of other requirements.	As we have request to allow consortium based on the agreement basis, we would request to allow cumulative experience for technical and financial parameters for the companies which are part of the consortium	This will provide performing players to get good business.	The suitable amendments are being issued on the clause referred.
114	ANNEXURE-A	3.4.4	The pump and all external parts of motor used in submersible pump which are in contact with water, should be of stainless steel of grade 304 or higher as required. Further for submersible pumps used in coastal areas or bores with higher salinity, preferably, stainless steel of grade 316 or higher grade may be used.	We would request to take SS 316 Pumps Price seprately for states having coastal area same as UT and NE states prices	It's important as cost of pump and motor will be higher in case of SS 316.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
115	ANNEXURE-A	3.4.5	As per IEC 61683, Total Harmonic Distortion (THD) for Voltage and Current should be less than 3 % at the Motor Terminal over the entire radiation profile and in order to achieve this measures such as use of the choke coil (du/dt Filter) etc. can be adopted.	We request you to please remove or amend this closue that if total cable length will increae more then 100 M	DU DT filters will increase the project for for the department .	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
116	ANNEXURE-A	3.7.2	Surge Protection Device : At the DC Input side of the controller, it should have protection from an External Surge Protection Device of Type-2 or higher (i.e. Type-1) in accordance with the IEC 61643-	We request you to kindly allow internal MOV/SPD	It will help to save the cost of the system.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
117	ANNEXURE-A	A-1	Structure : Combination of two standard MMS of 8 Modules or combination of standard MMS of 10 Modules and standard MMS 6 Modules for 5 HP	Flexibility should be given to reduce the number of structures used for 5hp when Mono- Modules come in future.	Wp per module is increasing due to higher efficiency cells and hence flexibility on number of structures or modules per structure should be given for different hp.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
118	RfS No. SECI/C&P/MI/00/0010 /2022-23 -Section 4	II. Financial Bid (Second Envelope) -B Bidding Parameter:	The above fixed price shall include all costs related to the Scope of Work as per the RfS and Obligations of the Successful Bidder/Selected Vendor. The Bidder shall quote for the entire facilities on a "single responsibility" basis such that the fixed price covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (05 years), inclusive of all taxes.	We request you to kindly consider rates basis on comodity price rise atleast 5% after six months of bidding if any changes happned	It give keep continue the overlall project process	The clause remains unchanged
119	SECTION 4	40.7	A Bidder which has been selected as Selected Vendor based on this RIS can also execute the Project through a Special Purpose Vehicle (SPV) i.e., a Project Company especially incorporated/acquired as a subsidiary Company of the Selected Vendor for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013. Multiple SPVs may also be utilized for executing more than one Project.	Consortium be allowed for 3-4 bidders jointly. There is no need for SPV in the project. SPV is required only for large scale projects wherein equity funding is requried for centralised work which is to be operated for 15-20 years. This is a decentralised tender and each consortium partner chooses to operate in their preferred area of operations. So instead of SPV provision for joint bids, consortium be allowed and lead member of the consortium be decided as per choice of Consortium members to be given to state nodal agency when entering into execution contract with then.	Its not needed to have a (SPV) project company for consortium. Bidders be allowed to choose Lead bidder in specific state for ease of operations. Example : Company A & Company B going in consortium for 2 states of MH & HR. Let Company A be allowed to be Lead Bidder in Maharashtra Let Company B be lead bidder in Haryana As if SPV company needs to be formed another round of new registration in each state would be required for GST wherein Bid is submitted & this is unncessary a hindrance for ease of doing business activity.	The suitable amendments are being issued on the caluse referred.
120	SECTION 4	41.2	Experience required for the bidders to be counted for the past 7 years from the last date of bid submission shall be as per Table on page no.35 Annexure-E	The technical experience requirements taken as 6% which is very high compared to last tender. Proposed technical QR be at 2% from the existing 6% of total quantity. There is no exemption to MSME in the turnover or experience, which was given in last tender. MSME Act is applicable to this bid & norms of the same should be taken into consideration following fair tender policy. If required only EMD Bidders or bidders having minimum 25000 pumps experience be allowed to bid for price, rest all bidders will have to quote Technical bid and they will not be allowed to quote price bid as they have been given benefits to participate in the tender.	We nereby suggest you to decrease the Financial and 1 recrinical Qualification requirement to 2% of the total quantity from 6% as this will allow more bidders to participate in the bid and make the bid more competitive. If this programme has to be executed on the ground properly you need to liberally relax the qualifying requirements and allow minimum 100 empanelled agencies in every major state. If not, this programme will end up again as a disaster by design. If you look at the previous tenders you can find hardly one or two bidders who have crossed the installation of 25,000 pumps in each programme but you can find many smaller bidders who here installed herements (50 to 500 to 5000 pumps)	The suitable amendments are being issued on the clause referred.

	1					1
121	SECTION 4	42.3	The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) as per the table on page 38 during the last three financial years, i.e., 2021-22, 2020-21 and 2019-20.	The experience and the turnover requirements are taken as 6% which is very high compared to last tender. In last tender they have given an option for number of years for turnover due to the COVID year in between. They should also give the similar clause (best of 3 years out of 5 years) for the turnover this year also. Proposed technical & turnover QR be at 2% from the existing 6%. There is no exemption to MSME in the turnover or experience, which was given in last tender. MSME Act is applicable to this bid & norms of the same should be taken into consideration following fair tender policy.		The suitable amendments are being issued on the clause referred
122			No Reservation for MSME bidders	If this project of solar pumps has to be executed properly there has to be some quantity reservation for the MSMEs bidders like you have reserved 25% in the previous bids. This will help to bring in more bidders for execution and will help in executing the programme fast.	MSME Act be impplemented as per norms	The clause remains unchanged
123			No clause for Separate pricing for Poly and Mono Modules	Consider twin pricing for poly and mono separately (just like AC & DC Systems) There is a difference of a minimum Rs.5-6 per watt (which creates a 8% difference in overall price of system) If price while bidding is considered for Poly & we are forced to use Mono, it means we have to take into effect a straight loss of minimum 8-9% on the entire cost of system. Till Poly is available it can be worked out and after that Mono but change in pricing should be applicable. Twin Pricing should be proposed for all capacities.	This be implemented for ease of operations for change in technology be effected.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
124			No clause for Same Promoter		rrease contrm in 2 companies with same promoter are ording for the tender in different states, is allowed or not. For example: Company A having same promoter as Company B Bids in Maharashtra Company B having same promoter as Company A Bids in Haryana. This may please be clarified as there was confusion over this in last tender and since this doesn toverlap area of interest as states are different, there seems to be no objection of common interest creasted for the bid. This be clarified & allowed clearly as due to huge QR requirement already companies are falling there of more provingements of the bid.	Not allowed under this RfS.
125	ANNEXURE-A	3.2.2	Isolator Switch-Should be between Solar panels and controller	We would request to keep it same as KUSUM-2 tender as cricuit breaker as it would serve the purpose of protection		Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
126	ANNEXURE-A	3.7.1	Earthing and Lightning Protection	Earthing and lighting protection is very heavy specifications. We request you to keep it same as KUSUM-2 tender	Heavy Earthing and Lighting protection specifications will increase the cost by minimum 2000-3000 per system.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
127	ANNEXURE-A		REMOTE MONITORING SYSTEM(RMS)	Dedicated connection ports for agri sensors has been made mandatory.		Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
128	ANNEXURE-A	3.4.4	The pump and all external parts of motor used in submersible pump which are in contact with water, should be of stainless steel of grade 304 or higher as required. Further for submersible pumps used in coastal areas or bores with higher salinity, preferably, stainless steel of grade 316 or higher grade may be used.	We would request to give clarity on states which would be considered under coastal belt	It's important as cost of pump and motor will be higher in case of SS 316	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
129	ANNEXURE-A	3.4.5	As per IEC 61683, Total Harmonic Distortion (THD) for Voltage and Current should be less than 3 % at the Motor Terminal over the entire radiation profile and in order to achieve this measures such as use of the choke coil (du/dt Filter) etc. can be adopted.	Request is to make this compulsory only for 100mtr+ installation as for lower heads impact would be very minimum against the total cost increase which would happen.	In case of 5hp around 12000/- and in case of 7.5hp 18000/- cost will increase. This is affect the viability of the system.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
130	ANNEXURE-A	3.8	Use of Indigenous components : It will be mandatory to use indigenously manufactured solar modules with indigenous mono/ multi crystalline silicon solar cells. Further, the motor-pump-set, controller and balance of system should also be manufactured indigenously. The vendor has to declare the list of imported components used in the solar water pumping system.	Kindly also make it mandatory to have indigeneous PCB declaration from controller manufacturers to promote local manufacturing of controllers.	It will help in creating local PCB manufacturing cabality of India and compete with China in export market also as volumes for local manufacturers will increase.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
131	ANNEXURE-A	A-2.11	Raw Material Test Certificates (MTC) of all types of raw material used in dual axis manual tracking type MMS as per appropriate Indian Standard shall be submitted along with dispatch documents.	This should not be made mandatory for every dispatch. This can be made as a document necessary during PDI	Every dispatch requirement can make operations difficult and complicated for SI and vendor both.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023

132	ANNEXURE-A	Annexure IV(remote monitoring)	Sensor Connectivity: RMS should have provision for at least two Analog and Digital inputs with 0.1% accuracy to address the requirement of local sensors connectivity if required by SIA/Consumer for applications such as irradiation, flow meter for water discharge, moisture sensor for micro-irrigation, etc.	Kindly clarify if provision has to be provided or a separate active port has to be given in the controller.	Separate active port will increase the cost and hence a clarification would be required.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
133	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload.pdf	46.2	For each line item (i.e., type of pump for each State/UT), option to match L1 price will be initially extended to all bidders falling under L1+25% and in case number of bidders in this range is less than five the same will be further extended to other bidders in the ascending orders of price bid quoted by them till at-least five bidders agreed for L1 matching or all bidders have been given option to match L1 price, whichever is earlier.	We Request you to allow atleast 5 Bidders to match the L1 Price for the states where the Pump Qty is up to 10000, atleast 10 Bidders to match the L1 Price for the states where the Pump Qty is above 10000 and up to 20000, atleast 20 Bidders to match the L1 Price for the states where the Pump Qty is above 20000.		The clause remains unchanged
134	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload.pdf	11	Bids submitted without Bid Processing Fee or Bank Guarantee against Earnest Money Deposit (EMD) (as applicable) (including partial submission of any one of the respective amounts), may be liable for rejection by SECI. All MSMEs (Micro, Small and Medium Enterprises) notified as per clause 1.10.3 of GFR 2017 and as registered under NSIC/DIC/Udyog Aadhaar only are only exempted from submission of Bid Processing Fee and EMD. For claiming this exemption, at the time of bid submission, MSMEs must provide valid proof of their being registered asMSME.	Kindly Clarify Whether The MSME bidder Has to submit the EMD during Bid submission or not.		The Clause is self-explanatory.
135	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload.pdf	20(f)	In case it is found that the Bidding Company including Ultimate Parent Company/Parent Company/Affiliate/Group Companies have submitted more than one response to this RIS, then all these bids submitted shall be treated as non-responsive and rejected.	Kindly Clarify, if 4 companies have one common promoter then could they participate individually so that they could quote for different sets of states or they have to participate combinely as a single bidder.		Not allowed under this RfS.
136	SECTION 4	41.2	The bidder should be, either of the following: i. Manufacturer of Solar PV Module or ii. Manufacturer of Solar Pump or iii. Manufacturer of Solar Pump Controller using indigenous technology or iv. EPC/SI of 'similar works' in Joint venture with Solar PV Module Manufacturer or Solar Pump Manufacturer or Manufacturer of Solar Pump Controller using indigenous technology.	We are a Module Manufacturer. So are we allowed to enter into a multiple consortoum agreement. If not please allow us to form multiple SPV consoritium agreement with multiple Firm / Companies / LLP.		Not allowed under this RfS.
137	Specifications of solar water pumping system	3.4.5	As per IEC 61683, THD for Voltage and Current should be less than 3% at the motor terminal over the entire radiation profile and in order to achieve this measures such as choke coil (du/dt filter), etc can be adopted	This clause to be deleted as it in contravention to the existing MNRE specifications for Solar water pumps and also it is technically not possible to achieve this. Also, there is no mention of THD in IEC 61683, which pertains to measurement of efficiency. So the requirement of 3% THD has been wrongly attributed to the IEC 61683	Ims requirement of THD is technical not possible for DC/BLDC pumps which operate on trapezoidal waveform. As per IEC/IS 16221, clause 4.7.5.3.2 (Non-sinusoidal output waveform requirements) it is stated that "THD shall not exceed 40%". So for DC motors (pumps) which have trapezoidal (non sinusoidal wavefroms) this figure of 40% should apply. But if 40% THD is accepted then there is no need for a sine wave or du/dt filter. Additionally, this very substantial change even if were to applied to Controllers meant for AC pumps, would need the existing controllers (as per existing MNRE specifications) to be totally redesigned and re-tested. So, first the MNRE specification will have to be changed to incorporate	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
138	Specifications of solar water pumping system	3.5.4	Details of the Module mounting structure (MMS)shall be certified by the recognized structural engineering department of any IIT/NIT or IISc.	shall be certified by the recognized structural engineering department of any IIT/NIT or IISc or structures as per the design used in previous KUSUM-B projects may be used without any change.	MNRE had permitted the use of better design structures, approved in KUSUM-B, first phase (first tender) in the second phase (second tender) without the need for any additional certification by IIT/NIT, etc. So similarly it would be prudent to allow the structures approved in KUSUM, Phase 1 and 2 (previous two tenders) also in this tender. This would eliminate the need for subsequent affirmation by MNRE to various SNAs and allow the contractors to commence the project execution quickly.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
139	RFS Section 1	45.7	Bidder has an option to choose out of the 34 State/UTs for the ones he/she wishes to quote for. Bidder has to mandatorily submit declaration for State/UTs it wishes to quote for (i.e., Format 7.1), subject to fulfillment of cumulative qualifying requirements of quoted State/UTs.	Bidder has an option to choose out of the 34 State/UTs for the ones he/she wishes to quote for. Bidder has to mandatorily submit declaration for State/UTs it wishes to quote for (i.e., Format 7.1), subject to fulfillment of individual qualifying requirements of quoted State/UTs. It means that a bidder can be qualify in other state with same qualifying requirement in existing state.	Bidder has an option to choose out of the 34 State/UTs for the ones he/she wishes to quote for. Bidder has to mandatorily submit declaration for State/UTs it wishes to quote for (i.e., Format 7.1), subject to fulfillment of individual qualifying requirements of quoted State/UTs. It means that a bidder can be qualify in other state with same qualifying requirement in existing state.	The Clause is self-explanatory.
140	RFS Section 1	41.2. (iv)	Similar Works' means - Design, Supply, Erection, Testing and Commissioning of standalone (off-grid) solar PV based water pump sets. Experience required for the bidders to be counted for the past 7 years from the last date of bid submission shall be as per Table below.	Experince of 3HP should be consider as 3 time, 5HP should be consider 5 times, expereince of 7.5HP and 10 hp should be consider as 10 times for eligibility and experience of swps for calcualtion.	Expereince for 7.5HP&10HP consider 10 Times.	The clause remains unchanged

141	RFS Section 3	16	Stage-1: 90% of the value of month wise nos. of SPWPS installed at site based on. Stage-2: Balance 10% on Completion of one month from date of completion certificate	We are requesting for 1) 50% Payment by the supply of SPWPS. 2) 40% Payment after Installation and Physical Verification by the SIA & 3)10% after 1 month with the verification of RMS data	To Run smooth project. And achieved target within time limit.	The clause remains unchanged
142	SEC1000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	Clause no. 11 (Bid Processing Fees & EMD) of SECTION 3. STANDARD CONDITIONS OF CONTRACT	All MSMEs (Micro, Small and Medium Enterprises) notified as per clause 1.10.3 of GFR 2017 and as registered under NSIC/DIC/Udyog Aadhaar only are only exempted from submission of Bid Processing Fee and EMD. For claiming this exemption, at the time of bid submission, MSMEs must provide valid proof of their being registered as MSME. However, upon empanelment under this RIS, selected MSMEs must submit Performance Bank Guarantee as per clause 12 of section III of RfS.	Please also include other Qualification/Eligibility related exemptions for MSMEs related to turnover and past experience (25% of experience and annual turnover as required for general bidders) as per Govt of India guidelines that have been a regular part of all previous PM-KUSUM tenders; 2. Since the MSMEs are exempt from submission of EMD, they should not be allowed to submit price bids. MSMEs should only be offered the L1 prices quoted by general category bidders for price acceptance;	In all previous tenders floated by MNRE for PM-KUSUM scheme, MSMEs have been given relaxation in the Qualification Requirements as per Govt of India guidelines (25% of experience and annual turnover as required for general bidders). The same may kindly be incorporated in the Tender Document to enable maximum participation of MSMEs and achievement of the extraordinary installation target of more than 6 Lac pumps under this tender.	The clause remains unchanged
143	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	(Similar works) SECTION 4.	Experience required for the bidders to be counted for the past 7 years from the last date of bid submission shall be as per Table below: SI No. 10; State/UT: Haryana; Quantity State-Wise (Nos.): 160000; For Solar Pumps/Controller (number of solar pumps installed/Controller installed or supplied): 9600; For Solar PV Modules (Experience in kWp): 46080	The state wise Quantity and relevant Technical and Financial QR may kindly be revised keeping in view past implementation records of the state and 2- year implementation period of the current tender. The state wise allocation may kindly be done based on the average annual SWPS implementation in last 3 years and further quantities may be allocated when previously allocated quantities have been achieved. The required quantities may also be halved for calculating QR requirements since they are to be installed in a 2-year period.	MNRE targets for Solar Pumps installation will also suffer	The suitable amendments are being issued on the clause referred.
144	SEC1000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	Page no. 36, clause no. 41 (Bidding Consotium) SECTION 4. QUALIFICATI ON REQUIRMEN TS FOR BIDDERS	Technical eligibility requirements for Consortium bidders including MSMEs	In case the response to RfS is submitted by a Consortium, then the technical eligibility requirement shall be cumulatively met with by all the members of the Consortium. The figures for each of the partner of the consortium shall be added together to determine the bidder's compliance with the minimum qualification criteria.	Technical eligibility requirements for Consortium bidders including MSMEs have not been mentioned and may kindly be specified on cumulative basis.	The suitable amendments are being issued on the clause referred.
145	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	Page no. 17, Clause no. 13.5, Forfeiture of EMD	In case, the SIA issues LoA to the Selected Vendor and if the Selected Vendor does not submit the Performance Bank Guarantee within the stipulated time period (i.e. 15 days from issuance of LoA);	In case, the SIA issues LoA to the Selected Vendor and if the Selected Vendor does not submit the Performance Bank Guarantee within the stipulated time period (i.e. 28 days from issuance of LoA)	PBG submission period: 15 days from issuance of LoA is Too short. It should be at least 28 days as in previous tender. Empanelled Vendors may need enhancement of credit facilities from the banks after award of LOA	The clause remains unchanged
146	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	Page np. 21, Clause no. 18. iv. b & c	b Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and c.Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to	This clause may kindly be deleted.	These conditions are relevant to RESCO mode projects and not the EPC projects wherein short-term working capital is required. May kindly be deleted to avoid complexities for the bidding consortiums.	The clause remains unchanged
147	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload	Page no. 31, Clause no. 35. Warranty and Maintenance	Local representative of bidder should meet governing authorities of each block and should submit the minutes of meeting to SIA's on quarterly basis.	This clause may kindly be deleted.	It is not required and may kindly be deleted.	The suitable amendments are being issued on the clause referred.
148	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload		EPC/SI of *similar works' in Joint venture with Solar PV Module Manufacturer or Solar Pump Manufacturer or Manufacturer of Solar Pump Controller using indigenous technology.		Pump Manufacturer or Manufacturer of Solar Pump Controller	<ol> <li>Not Allowed under this allowed.</li> <li>The Manufacturer may show the experience of Solar PV module manufacturing regardless of supply or installation of PV modules.</li> </ol>

149	Section 3 Stanadered conditions of the contract	11	Bid submitted without BG against EMD will be rejected by SECI.	Central government PSU's may be exempted from submission of EMD.	Earlier EESL tenders for KUSUM scheme had exempted CPSE from submission of EMD.	The clause remains unchanged
150	Section 3 Stanadered conditions of the contract	14	Bidders selected by SECI shall submit PBG @ 3% to SIA.	Central government PSU's may be exempted from submission of PBG.	Under state GF&AR rules central government PSU's are exempted from submission of PBG.	The clause remains unchanged
151	Section 3 Stanadered conditions of the contract	16	Payment Term. Stag-I. On I&C of the system.	a. 40% payment be released on supply of material. b. 50% payment on I&C.	Said payment terms were used by RHDS, Rajasthan in all SPV water pumping projects. Thereby giving a successful exemple.	The clause remains unchanged
152	Section 4. Qualification Requirements.	42.3	Profitable in atleast two of the last four years.	Profitable in atleat two of the last five years.	Due to Covid Pandemic many companies suffered losses.	The suitable amendments are being issued on the clause referred.
153	RfS, Section 2, Special conditions of the contract		Selected vendor should keep necessary spare parts (minimum 2% of alloted quantity of each component of complete system at the service centre) at each district	Selected vendor should keep necessary spare parts at each district	(Minimum 2% of alloted quantity of each component of the complete system at service centre) is to be deleted as it will be impossible to keep stock of modules, structures, BOS, even various ratings of pumps in every district. The ideal way is to have a centralised store (1-2 in each state) for all major spares and keep the fast moving spares in the district service centres. The quantity of spares at district service centers is governed by the nature and frequency of failures	The clause remains unchanged
154	RfS, Section 2, Special conditions of the contract		Vendors will mandatorily provide CMC for a period of 5 years from the date of commissioning of the systems including insurance coverage for the installed systems against natural calamities and theft. CMC will include inspection by Vendor at least once in a quarter and submission of quarterly inspection report of the installed pumps as per the prescribed format.	Vendors will mandatorily provide CMC for a period of 5 years from the date of commissioning of the systems including insurance coverage for the installed systems against natural calamities and theft. CMC will include inspection by Vendor at least once in a year and submission of annual inspection report of the installed pumps as per the prescribed format.	With RMS data being continuously uploaded on the SEDM portals as well as centralised portal, the need for physical visits every quarter to the site and manual filling of forms does not add any value. In any case any pumps which are not working are tracked and those who are working well may be visited once a year. Most industrial and farm equipment also need servicing not more frequently than once a year.	The clause remains unchanged
155	RfS, Section 2, Special conditions of the contract	6.1, Page 14	Total allocation to your vendor for any particular State/UT	Total allocation to ANY vendor for any particular state/UT	Use of the word 'your' in the Rfs seems to be a typographical error. Word 'your' to be replaced by 'Any'. This clause will ensure that only few bidders will not monopolise the complete business and an equitable opportunity would be available to all successful bidders. Hence this clause should not be deleted or diluted. Even if the turnover criteria is diluted, these figures for the maximum business which any contractor can get should be retained.	The suitable amendments are being issued on the clause referred
156	RfS, Section 3, Standard conditions of the contract	, i i i i i i i i i i i i i i i i i i i	Bidder must submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2% of amount equivalent to the 6% of the value of total state-wise allocation or 25 numbers of SPWPS whichever is higher(as per Annexure-E) according to Format 7.3A/ Format 7.3B and valid for 27 months from the last date of the bid submission	Bidder must submit Earnest Money Deposit (EMD) in the form of Bank guarantee of 2% of the amount equivalent to the 6% of the value of total state- wise allocation or 25 nos of SPWPS whichever is higher for the states where the quantities are less than 50000 nos. For quantities of 50000 nos and above, the Bank Guarantee shall be 2% of the amount equivalent to the 3% of the value of total state-wise allocation or 25 numbers of SPWPS which ever is higher. (Annexure E to have the EMD value half of the current value for all the states having allocation of 50000 nos and higher) according to the format 7.3A/Format 7.3B and valid for 12 months from the date of bid submissionThis EMD shall be refunded to the bidders if they do not match the L1 in the respective states or accept the L1 and issue a performance bank guarantee of the amount specified in the RtS.	Going by the past experience of two previous KUSUM programmes, most states do not fully utilize their allocation. It would greately stretch and stress the financial condition of the bidders if a very substantial amount is locked up in bank guarantees without securing suitable business from the states. Also, the purpose of EMD is to ensure that the bidders do not indulge in rogue bidding and are financially committed to submitting the performance bank guarantees. So once performance bank guarantees are submitted, retaining the EMD would be a duplication and an un-necessary burden on the bidders. The bidding process is expected to be completed maximum in 1 year as the price validity is also asked for 1 year	The suitable amendments are being issued on the clause referred.
157	RfS, Section 3, Standard conditions of the contract	16, Page 19	Stage 2: Balance 10% on completion of one month from the date of completion certificate	Stage 2: Balance 10% on completion of one month from the date of completion certificate issued in lots of 100 nos.	The allocations/NTPs to the bidders would be in hundreds of pumps and a huge amount of funds would get stuck in the balance 10% if the bidders have to wait for completion of the full alloted quantities. Therefore it would be prudent to release balance 10% payment to the bidders as soon as all procedures related to installation are completed for pumps in batches of 100 nos.	The clause remains unchanged
158	RfS, Section 3, Standard conditions of the contract		Certified copies of annual audited accouts for the last three financial years i.e FY 2021-22/2020-21/2019-20 and provisional audited accountsas on the date atleast 7 days prior to the due date of submission (if applicable), shall be	If the audited annual accounts for the three years are specified the need for provisional audited accounts as on date, that is 7 days prior to the due date of submission is not to be made mandatory and should be deleted from this clause	Since the financial eligibility criteria shall take into account only the audited figures of the specified 3 years, it would not be feasible for the bidders to secure provisional audited accounts 7 days prior to the date of closing of the bid. Most auditing firms in India cannot issue provisional audited statements in such short a time.	The clause remains unchanged
159	RfS, Section 3, Standard conditions of the contract	31, Page 29	Insurance clause	Add: It shall be the responsibility of the beneficiary and the SNA to submit documents required for making an insurance claim within the time frame specified in the insurance policy. Reinstatement of the Solar pumping system or the missing parts shall be carried out by the Contractor within 15 days of acceptance of claims by the insurance company or 30 days from the date of submission and acceptance of documents by the insurance company.	The ownership of the beneficiary towards submitting proper documents within the prescribed time frame should be made mandatory otherwise the contractor gets financially penalised in form of rejected insurance claims. Also SNA insist on immediate reinstatement even without the insurance surveys being carried out.	The suitable amendments are being issued on the clause referred

160	RfS, Section 3, Standard conditions of the contract	35, Page 30	Warranty and Maintenance clause	shall be warranted and maintained for 05 years from the date of installation, against any manufacturing defect. Improper usage or storage, wilful physical damage, unauthorised removal and reinstallation, connection or operation with the grid lines, water submergence of surface pumps shall not qualify for warranty claims.	It is essential to quality that the warranty is only against manufacturing defects and subject to correct usage. There is a very significant quantum of pumps where there is wilful misuse or alternate use by the beneficiaries. It not only defeats the very purpose of the KUSUM programme but also is an unwarranted financial burden on the contractors.	The clause remains unchanged
161	RfS, Section 4, Qualification requirements	41.2 (iv), Page 35	Solar pump controller using indigenous technology	Add:indigenous technology supported by patents filed or granted in India.	Indigenous technology has to be defined otherwise every controller manufacturer will use an imported variable frequency drive and put it in an enclosure and label it as their own manufacture/ indigenous manufacture/technology. The proof of 'techology' lies only in patent or an invention however small.	Kindly refer the revised Annexure-A.
162	RfS, Section 4, Qualification requirements	42.5, Page 40	For the purpose of meeting financial requirements, only latest unconsolidated audited accounts shall be used. However, audited consolidated annual accounts of the bidder may be used for the purpose of financial requirements provided the bidder has atleast twenty six percent (26%) equity	Delete: "For the purpose of meeting financial requirements, only latest unconsolidated audited accounts shall be used." Retain: Audited consolidated annual accounts of the bidder may be used for the purpose of financial requirements in all clauses, provided the bidder has atleast twenty six percent (26%) equity in each company	Both the statements of this clause are contradictory. The first statement says that only the 'latest unconsolidated audited accounts shall be used. The second statement permits the use of consolidated annual accounts. Also, the 'latest' accounts is very ambiguous as it the meaning of latest can be anything- but typically shall mean the last year (that is 2021-22) accounts only. So this contradicts all other clauses where three years accounts are required for eligiblity. So please remove the first statement and include the 'in all clauses' for absolute clarity to the bidders.	The suitable amendments are being issed on the clause referred.
163	RfS, Section 7, Sample forms & Formats	Table, Page 52	Capacity of Pumps quoted for column	The header to be labelled as 'Capacity of Pumps quoted for with Normal controller' and add another column saying 'Capacity of Pumps quoted for with USPC'	Since the financial bid is seperate for pumps with NORMAL and USPC controllers, it is suggested that an additional table be provided for listing out the pump ratings with USPC controllers, because bidders may want to bid for lower/different ratings of pumps with USPCs.	Format for price-bid is self-explanatory
164	RfS, Section 7, Sample forms & Formats	12, Page 54	Contact person details	Add: Alternate contact person details	For a very important and a critical tender like this, no bidder would want to miss out any communication with SECI. An alternate person's contact details would give comfort both to the bidder and SECI in case there is a need for any clarification	The suitable amendments are being issed on the clause referred.
165	SECTION 4	40.1	The Bidder shall be a Company or a Limited Liability Partnership as defined	The Bidder shall be a Company, Partnership Firm or a Limited Liability Partnership as defined	Can a Registered Partnership Firm participate in Tender	In case of partnerships only LLPs are allowed.
166	SECTION 4	40.1	The Bidder shall be a Company or a Limited Liability Partnership as defined	we would request you to allow the propoiertship firm (Lead bidder and Non lead Bidder), like other national agency & state agencies to give equal opportunites.		The clause remains unchanged
167	SECTION 4	41.2	The bidder should be, either of the following: i. Manufacturer of Solar PV Module or ii. Manufacturer of Solar Pump or iii. Manufacturer of Solar Pump Controller using indigenous technology or iv. EPC/SI of 'similar works' in Joint venture with Solar PV Module Manufacturer or Solar Pump Manufacturer or Manufacturer of Solar Pump Controller using indigenous technology.	We would request you to allow Non lead bidder can sign multiple consortrum with multipule Lead bider .		Not allowed under this RfS.
168	RFS Section 1	13.1	Bidder shall submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2 % of amount equivalent to the 6 % of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher, (as per Annexure-E) according to Format 7.3A/ Format 7.3B and valid for 27 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD must be issued in the name of the Bidding Company/Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.	Only those bidder who submits emd will be allowed to submit financial bid. Other bidder who do not submit emd will be allowed to work subject to their acceptance of discovered L1 prices. In order to motivate compitive bidding L1 to L5 bidder will be alloted with 5% of annual state target (not total target) and this will be binding on these bidders. Emd should be 2% of 2% of the value total statewise annual allocation (not total allocation). EMD will be released on submission of performance security deposit for first 1000 swps or first allocation whichever is lower in form BG to SIA.	In order to discovered competive and rationate L1 prices, this clause will motivate players with attached responsibility of execution at discovered prices and also avoid unresonable quotes by bidders. Emd should be average annual work order expected from bidder considering 35 contractors for states like Haryana, Maharashtra, Punjab, Rajasthan. As this tender is for RFS, emd, technical eligibility, financail eligibility should be consdiereing average annual work expected from 35-40 contractors per state. As bidder has already submitted emd to SECI, it will difficult for bidder to issue new BG to SIA before release of EMD as bank guarantee limits are also constraints if EMD is on very high side. If EMD is expected at 2% of mercet during are a 50% for a specified by the the price and the price of the price of the price of the price term of the price of the price of the price and the price of the price of the price and	The clause remains unchanged
169	RFS Section 1	41.2. (iv)	EPC/SI of 'similar works' in Joint venture with Solar PV Module Manufacturer or Solar Pump Manufacturer or Manufacturer of Solar Pump Controller using indigenous technology	EPC/SI of 'similar works' is allowed to participitate individually or as consortium partner with manufacturer or financial partner.	This work is purery work of design, supply, fulahaldon, testnig, commisioning and maintainance of solar pumping system at lacs of distributed locations and for this even though EPC is best equipped with experience and expertise epc is forced to participitate as consortium or JV with manufacturer and in reality it should be reverse. Even manufacturer of a components of solar pump has expertise on manufacturing of only any one components (spvm/motor pump/pump controller) but epc has experience and expertise on design, integration and cmc which is actually required to execute this tender. As there is clause that only ALMM approved manufacturer will be able to supply in this tender, quality of spvm is already assured.	The clause remains unchanged

170	RFS Section 1	41.2. (iv)	'Similar Works' means - Design, Supply, Erection, Testing and Commissioning of standalone (off-grid) solar PV based water pump sets. Experience required for the bidders to be counted for the past 7 years from the last date of bid submission shall be as per Table below	Experience in offgrid and on grid distributed sytem will also be considered.	As there are many bidders who have experiene of execution of offgrid and on grid distributed projects, this projects must include them also so that targets can be acheived easily and also give change to these experiencce and expert epc to grow. Reques to clarify 1) in case of epc who is manufacturer of motor pump and pump controller, will the experience be cummulative of solar pumping sytem, motro pump and pump controller supplied 2) in case of solar panel manufacturer should it be experience of supply in solar pumping sytem or any other distributed projects like grid tied distributed projects and other homelighting projects.	The clause remains unchanged
171	RFS Section 1	41.2. (iv)	Similar Works' means - Design, Supply, Erection, Testing and Commissioning of standalone (off-grid) solar PV based water pump sets. Experience required for the bidders to be counted for the past 7 years from the last date of bid submission shall be as per Table below.	Experince of 3hp should be consider as single, 5hp should be consider 1.5 times, expereince of 7.5hp and 10 hp should be consider as 3 times to arrive at experience of swps for calcualtion of QR.	Higher weightage should be given to experience of 7.5hp, 10 hp. Example if a bidder has worked in harayna his experience will be mostly for 7.5hp and 10 hp which involves more resources and should be consdidered accordingly compared to experience of 1 or 2 hp.	The clause remains unchanged
172	RFS Section 1	42.1 networth and 42.2 MAAT	Present clause required that both criteria of networth and MAAT is required	clause of MAAT OR NETWORTH SHOULD BE "or" and not "and"	Bidder must satsify requirement of Turnvoer or networth to satisfy financial capability from creditor or other resources. If a bidder has good networth and bank credit then it is assurance of financial capability and liquidity to execute project. A bidder with minimum turnover also assures of capacity to manage finance. So any one of criteria is sufficient to check financial capability of bidder.	The clause remains unchanged
173	RFS Section 1	31	The Comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft & burglary etc. during 5 years warranty period.	State nodal agency should float separate tender for this work so that all risk can be covered and beneficiary or system integrator does not lose claim due to rejection by insurance company. It should be mandatory for beneficiary to notify losses within 48 hours of event.	We request that insurance should be covered by state implementating body as insurance company are not providing insurance coverage for 5 years. Also there are many clauses due to which it is not possible to recover the losses and for most of claim below Rs 20000/- per site we dont get anything from insuracne company. In a event of mass destruction by hurricane it will not be possible for system integrator to bear 20000 rs per sites when numebr of sites are in large numbers. Also there should be clause to bound farmer to intimate for loss within 48 hours. If the loss is not intimated to insurance company within 48 hours then benefit of insurance cannot be passed to beneficiary.	The clause remains unchanged
174	Annexure-A(technical Specifications)	Cl 3.3.2 Page 2	For IS 16221 (Part-2) certification of the SPV pump controller the latest quality control order released by MNRE regarding IS 16221 (Part-2) must be followed	For IS 16221 (Part-2) certification of the SPV pump controller the latest quality control order released by MNRE regarding IS 16221 (Part-2) may be followed. The controller should have conformance as per IS 16221	During Bid submission conformance could be sought and during installation certification should be made mandatory	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
175	Annexure-A(technical Specifications)	Cl 3.3.2 Page 5	As per IEC 61683, Total Harmonic Distortion (THD) for Voltage and Current should be less than 3 % at the Motor Terminal over the entire radiation profile and in order to achieve this measures such as use of the choke coil (du/dt Filter) etc. can be adopted	Total Harmonic Distortion of Current & Voltage should be less than 5% on nominal voltage.	THD of less than 5% may be allowed at motor terminals for healthy running. For heads above 100m du/dt filters should be made mandatory	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
176	Annexure-A(technical Specifications)	Cl 3.6.4 Page 5	A DC switch as per IS/IEC 60947-1 suitable for switching dc power ON and OFF shall be provided in the SPV Pump Controller.	A d.c. Switch as per IS/IEC 60947-3 or d.c. circuit breaker as per IS/IEC 60947-2 suitable for switching d.c. power ON and OFF shall be provided in the SPV pump controller.	This clause is as per latest BIS Std IS 17018 Part 1. IS/IEC 60947-1 is generic clause, whereas 60947-3 & 60947-2 reffers to switch or circuit breakers	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
177	Annexure-A(technical Specifications)	Cl 3.6.6 Page 6	The various parameters should be present on the SPV Pump Controller display/screen such as:	User should be able to view various parameters on Controller Display/RMS Portal/Mobile App.	Few parameters could be made available on Controller display and others could be made available on PMS Portal/WebPage/Mobile App	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
178	Annexure-A(technical Specifications)	Annex IV Page 37	REMOTE MONITORING SYSTEM(RMS)	Format for uploading the data should be included in the specification for consistency.	Portal and App will be developed by other agency. Format should be provided for singularity and consistency	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
179	Annexure-A(technical Specifications)	Annex IV i Page 37	Note: MNRE will provide the support for the development of the Mobile App for the PM-KUSUM scheme.	The clause is not clear that under whose scope the Mobile App would be there	The clause is not clear that under whose scope the Mobile App would be there	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
180	Annexure-A(technical Specifications)	Annex IV Page 37	Remote Connectivity: RMS of SWPS should be using GSM/GPRS/2G/3G/4G cellular connectivity	Remote Connectivity: Remote Connectivity module should be 4G enabled which could connect through GSM/GPRS/2G/3G/4G cellular connectivity	It is possible for 4G modem to support 2G/3G; where as 2G modem can't support 3G/4G. Also the 2G would be obsolete after a year	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
181	Annexure-A(technical Specifications)	Annex IV 1 iii. Page 37	Ethernet/Bluetooth/Wi-Fi connectivity to configure parameters, notifications, communication interval, set points etc. or to retrieve locally stored data	Definition of setpoints is required	Defination of setpoints is required	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023

182	Annexure-A(technical Specifications)	Annex IV v Page 38	RMS should have provision to give various modes or operations which are as follows: i. Remote Mode: - Pump can be made ON/Off using the Mobile App or in case, farmer do not have a smart phone, farmer shall be able to on-off pump thru SMS/missed call. ii. Auto Mode: - Pump can ON/Off automatically using the sensor data which are installed in the field by the beneficiary. (Cost of sensors will be worn by the beneficiary) iii. Timer Mode: - Pump controller shall operate pump as per configured schedule using mobile application i.e. daily start time and running hours of pump. iv. Manual Mode: - Pump can be made to run into manual mode form for the start of the star	RMS should have provision to give various modes of operations which are as follows: i. Remote Mode: - Pump can be made ON/Off using the Mobile App or in case, farmer do not have a smart phone, farmer shall be able to on-off pump thru SMS/missed call. ii. Manual Mode: - Pump can be made to run into manual mode from field	For Auto mode more details would be required as how and to what signal the sensors and pump should respond. If its for float switch only then it should be made clear	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
183	Annexure-A(technical Specifications)	Annex IV f Page 38	In case of unavailability of cellular network, RMS should store data locally and on availability of network, it should push data to central Server. Local data storage should be possible for one year in case of unavailability of cellular network. RMUs should have configuration update over the Air of multiple parameters such as IP, APN, Data logging Interval, Set Points etc. is essential. Software updating should be possible with 2G and even without the presence of SD card. Software updating process and/or failure to update software shouldn't disrupt pumping operations.	In case of unavailability of cellular network, RMS should store data locally and on availability of network it should push data to central Server. Local data storage should be possible for one year in case of unavailability of cellular network. RMUs should have configuration update over the Air of multiple parameters such as IP, APN, Data logging Interval, Set Points etc. is essential.	Last line is not required; During & After software/firmware update for configuration the system would need to be stopped and re-started	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
184	SECI000093-7633709- RfSunderPM- KUSUM_Component- B-Finalupload		EMD BG Validity asked is for 27 months from the date of subission of bid	Reqeust to consider the EMD BG validity for 12 months		The suitable amendments are being issued on the clause referred
185	do	41.2 (Page 35 & 36 of 106)	Technical QR for Solar Pump / Controller / SPV kW	Request to reduce the QR for Number of Solar Pump / Controller / SPV kW - supply or installation to 3% instead 6% of tendered quantity	Compared to last tender the QR for numbers is very high and need to be revised	The suitable amendments are being issued on the clause referred
186	ANNEXURE-A	3.7.2	Surge Protection Device : At the DC Input side of the controller, it should have protection from an External Surge Protection Device of Type-2 or higher (i.e. Type-1) in accordance with the IEC 61643-	Please remove the word "External" from the clause. Type II or higher specification can be made even by keeping the SPD internally on the inverter board. Hence, a mandate of an external device should not be there.	This will help us to save the cost for the same as external SPC will be costly. Further, as long as the specification of Type II or higher SPD is met, external mounting should be a necessity. If one wants to do it externally, it is upto them.	
187	Tender Document	40	Qualification Requirement for Bidders	We request you to consider 25% of the MAAT as required for the General Bidders and 25% of the Experience as required for the General Bidders for NSIC / MSMEs registered bidders as per Guidelines of MSME Ministry.		The suitable amendments are being issued on the clause referred.
188	Tender Document		Reservation of Quantity for NSIC / MSME bidders	We request you to reserve 25% of the Quantity to NSIC/MSME Registered bidders. this will help to bring in more bidders for execution and will help in executing the programme fast.		The clause remains unchanged
189	Section-4, Page No. 41 of 106		In case the response to RfS is submitted by a Consortium, then the financial eligibility requirement to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company.	We suggest the rollowing in tims regara: 1.) Total combined Financial Credentials (i.e. MAAT and Net Worth) of the JV Members should be considered for the Bidding Eligibility Criteria and not in the ratio of Financial Credentials of each member of the Joint Venture and this consideration should be independent of shareholding percentage in JV. 2.) Total combined Technical Experience of the JV members should be considered for the Bidding Eligibility Criteria irrespective of the shareholding percentage in JV 3.) Ratio of shareholding of each member in the Joint Venture Agreement or MoU will be independent of the ratio of their Financial Credentials 4.) There should not be any Working Capital requirement format because funds can be arranged project-based later after issuance of Letter of Temperalement	sound Financial Credentials. Large Companies with sound financials can form JV with smaller technical/manufacturing	The suitable amendments are being issued on the clause referred.
190	Section-5, Page No. 45 of 106	Clause No. 47	All prices discovered under this tender will remain valid for 24 months from the date of opening the price bids, which will be announced by MNRE/SECI. Within this 24-month period, empanelled vendors have no right of refusal to complete the allocated work.	Price validity should be asked only for 6 months and there should be a clause of Price Escalation beyond that period of 6 months	It is not practically possible at all to give a price validity for 24 months because the rates of raw material and the components of Solar water pumping systems are not constant for such a long period of Time.	The clause remains unchanged
191	Section-3, Page No. 17 of 106	Clause No.14.2	PBG(s) shall be submitted by selected vendors to SIA within 15 days from issuance of letter of award/empanelment.	PBG(s) shall be submitted by selected vendors to SIA within 15 days from receiving the letter of award/empanelment or Work Order/NTP via email or postal delivery (and not within 15 days of issuance date). In case of JV/Consortium, all PBGs can be submitted by either Member of the JV and not just by the Lead Member.	There is always a considerable days lag between the issue date of LoA by SIA and date on which it is emailed to Successful Bidder or the date when a hard copy is received by Successful Bidder vin Postal Delivery. All the SIA should be instructed to share the Work Orders over emails also and this timeline of 15 days should start from the date of Work order copy shared by the Department with the Successful Bidders via email or date of receipt via Postal Delivery and not the issue date.	The clause remains unchanged

192	Section-3, Page No. 21 of 106	Clause No. 18	Certified copies of annual audited accounts for the last three financial year, i.e., FY 2021-22/2020-21/2019-20, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.	Please let us know which Provisional data is mentioned here and for which period? More Clarity is required for this point/clause as in Annexure/Format for Turnover there is no placeholder for unaudited data.		The Clause is self-explanatory.
193	Section-5, Page No. 45 of 106	Clause No. 48	Each Selected Vendor shall acknowledge the LoA and return duplicate copy with signature of the authorized signatory of the Selected Vendor to respective SIA within 15 (Fifteen) days of issue of LoA, failing which it will be deemed to have been accepted by the Bidder.	Each Selected Vendor shall acknowledge the LoA and return duplicate copy with signature of the authorized signatory of the Selected Vendor to respective SIA within 15 (Fifteen) days of receiving the of LoA via email or postal delivery, failing which it will be deemed to have been accepted by the Bidder. Selected Vendor can deny to accept the LoA by giving the denial in writing within 15 days of receiving the LoA or Work Order via email or postal delivery.	1.) There is always a considerable days lag between the issue date of LoA by SIA and date on which it is emailed to Successful Bidder or the date when a hard copy is received by Successful Bidder via Postal Delivery. All the SIA should be instructed to share the Work Orders over emails also and this timeline of 15 days should start from the date of Work order copy shared by the Department with the Successful Bidders via email or date of receipt via Postal Delivery and not the issuance date. 2.) No Response should not be considered as acceptance by default	The clause remains unchanged
194	Section-3, Page No. 18 of 106	Clause No. 15.4	Note withstanding the transfer of ownership of the plant and equipment the responsibility of care and custody thereof together with the risk of loss or damage there too shall remain with the Vendor pursuant to GCC hereof until completion of facilities or the part thereof in which such plant and equipment are incorporated.	Please elaborate what does Completion of Facilities Mean? Responsibility of Care and Custody should be Transferred to Customer on Material Supply or on Installation.		The suitable amendments are being issued on the clause referred.
195	Technical Specifications, Page No. 13	Clause No. 9(Vi)	The maintenance shall include replacement of any component irrespective of whether the defect was a manufacturing defect or due to wear and tear.	The Solar Water Pumping Systems where Submersible Pump Motor is Damaged by Sand as the bore is not clean or Surface Motor Submerged in Water due to Customer's Negligence, such Systems will be considered out of Warranty and hence Vendor will not be liable for the repair or maintenance of such Systems due to Customer's negligence	These are the instances where there is no fault of the Vendor since Customers are guided properly on do's and don'ts for the System and hence any such negligence on Customer's part should lead the System as Out of Warranty	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
196	Page 25/106	1.b.iii	The price shall remain firm and fixed and shall be binding on the Selected Vendor irrespective of actual cost of execution of the Project. No escalation on the price will be granted for any reason whatsoever. The Selected Vendor shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever	Kindly add Price Esclatation Clause as per the Ministry of power other tenders as the validity of tender is for 24 months		The clause remains unchanged
197	Page 9/106	3.2.b	Selected vendors have to submit monthly consent of beneficiaries in their favor to SIA for which SIA's will be Notice to Proceed and for this, vendor shall complete the installation and commissioning of SPWPS within 120 days from date of issuance of NTP for general category states. However, for special category states/Hill States & UTs and Island UTs, Vendor shall complete the installation and commissioning of SPWPS within 150 days of issuance of such NTP.	Keep it 150 for non hill region and 180 for hill region and where the allocation is provided by SNA the duration of execution of project should be as per slab of number of quantity or monthly consent from vendors to be seeked by SNA	As if heavy quantity is assigned to vendors at a single order extra time to be provided there should not be equal time to exection of 100 pumps and 1000 pumps in single NTP	The clause remains unchanged
198	RfS	3.1(A)	The vendor shall have one authorized service center in each operational district and a helpline in local language in each operational State.	One authorized residence service person should be made available in district level in place of authorized service center		The clause remains unchanged
199	RfS	3.2(B)	Selected vendors have to submit monthly consent of beneficiaries in their favor to SIA.vendor shall complete the installation and commissioning of SPWPS within 120 days from date of issuance of NTP for general category states.	Please Provide the format		The clause remains unchanged. Format will be provided by SIA.
200	RfS	3.2(C)	Selected Vendor and SIA representative should conduct site survey and submit Progress report on fortnight basis as per the requirement of SIA via PM-KUSUM App released by MNRE.	Please Provide standrad formats.		The clause remains unchanged. Format will be provided by SIA.
201	RíS	3.4(G)	CMC for a period of 5 years from the date of commissioning of the systems including insurance coverage for the installed systems against natural calamities and theft.Selected Vendor shall provide a copy of valid insurance certificate of SPWPS to the beneficiary and same shall be renewed every year.	In Insurance we don't get the claim of for total amount, insurance company deduct excess charges as well as depreciation while settling claim.So we should be liable for insurance claim amount received and any excess amount required to reinstate system then that need to be paid by the beneficiary.Deliberated damage under the head of malpractices and no eligible to take the insurance claim.In such a cases calling us that should be prevented to make payment from own pocket	t	The clause remains unchanged
202	RfS	13.1	Bidder shall submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2 % of amount equivalent to the 6 % of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher	Its market mode tender and for 24 months, there is no clarity that single Vender can get 6% of total Allocation, so it's request to consider 3 % in place of 6 % as base to provide leval playing for all.You are asking BG for 27 month that shall be 12 month and shall be extended as per requirement		The suitable amendments are being issued on the clause referred

203	RfS	13.5(B)	In case, the SIA issues LoA to the Selected Vendor and if the Selected Vendor does not submit the Performance Bank Guarantee within the stipulated time period (i.e. 15 days from issuance of LoA)	LOA is not confirmation of getting the work, PPG shall submit in lot of 100 pumps as advance and shall submit further as work orders get release from SIA		The clause remains unchanged
204	RfS	16(Stage-2)	SIA has the right to seek any additional documents/ certificates/ information it deems fit prior to releaser of any payment.	As mention SIA has right to seek any additional document certificate information for release of the payment - kindly provide the required list certificate document and information. In tender so work will not be impact and smoothness of execution.As any addition requirement have direct relativity with price we are going to offer.		The suitable amendments are being issued on the clause referred.
205	RfS	20(F)	In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.	We are Relatives working in the solar industry as director, in both company share holder and directer are different but Both company is planing for bidding, so does we can bid in both company? This clarification require as do you consider this as affiliate company?		The bidder has to comply the provisions are per Format 7.8 (Format for Disclosure) of the RfS document
206	RfS	31	The Comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft & burglary etc. during 5 years warranty period.	As insurance company have there own mechanisms under IRADA, anything not cover under there guidelines shall be exempted or you please empanel insurance company who will provide claim under your terms and conditions		The clause remains unchanged
207	RfS	41.2(IV)	Design, Supply, Erection, Testing and Commissioning of standalone (off-grid) solar PV based water pump sets. Experience required for the bidders to be counted for the past 7 years from the last date of bid submission shall be as per Table Given	It's kept vey high ,please consider actual implementation took place india , with this QR limiting state to bid as this tender is for two years so it's need to be 25 % then only more numbers of bidder will be able to bid		The clause remains unchanged
208	RfS	(G) EARNEST MONEY DEPOSIT (EMD) page no. 3 of 106	Amount: As per clause 11 of section III of this RfS to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS.	Amount: As per clause 13 of section III of this RfS to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS.	Typo Error in clause no.	The suitable amendments are being issued on the clause referred
209	RſS	(H) PERFORMAN CE BANK GUARANTEE page no. 3 of 106	Amount: As per clause 12 of section III of this RfS to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS.	Amount: As per clause 14 of section III of this RfS to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS.	Typo Error in clause no.	The suitable amendments are being issued on the clause referred
210	RfS	3.1 Supply and Manufacture b. page no. 9 of 106	Each pump should be marked with Toll Free No. of successful bidder (Toll Free No. shall be affix on controllers and shall be readable for 5 years) operating in English/Hindi and Regional language of respective state and specific pump number and same must have been captured by SIA's web-based application (as per instruction of SIA) at the time of installation at site. During the time of PDI of each component, test reports of Equipment's, warranty certificates, calibration certificates and any other certificates as specified in the guidelines and specification issued by MNRE should be provided by the bidder.	Each pumping system at every site should be marked with Toll Free No. of successful bidder (Toll Free No. shall be affix on controllers and shall be readable for 5 years) operating in English/Hindi and Regional language of respective state and specific pump number and same must have been captured by SIA's web-based application (as per instruction of SIA) at the time of installation at site. During the time of PDI, test report of ordered solar pumping system's test report, warranty certificates and structure certificate as specified in the guidelines and specification issued by MNRE should be provided by the bidder.	Toll free no. on pump shall not workable. Hence term pump is replaced with pumping system PDI also conducted as per test report of solar water pumping system's test report. There is no need to have components/equipment's test report during PDI including the calibration certificate. These certificates are been held and owned by test laboratories for testing of solar pumping system. In PDI, The inspection of the material is done according to test reports and specifications only. PDI & Performance tests both are different things.	The clause remains unchanged
211	RfS		Selected Vendor and SIA representative should conduct site survey and submit Progress report on fortnight basis as per the requirement of SIA via PM-KUSUM App released by MNRE.	The selected vendor shall conduct the site survey and submit the progress report on fortnight basis to SIA via PM-KUSUM App released by MNRE.	The site survey should be done by vendor after getting the NTP only. The final inspection of the installed system is done by vendor and SIA representative jointly.	The clause remains unchanged
212	RíS	3.2 Installation and Commissioning e. page no. 10 of 106	Vendors will have to submit installation reports as per given format on weekly basis and Monthly basis to MNRE and SIA.		<ol> <li>Installation report format should be provided at tender stage only to have universal process and documentation.</li> <li>Like the previous tenders (through amendments); The submission of installation reports to SIA must be in digital form either by Email OR at Web- portal though mobile application only.</li> </ol>	The clause remains unchanged
213	RfS		Vendor will have to submit the completion reports of each district to SIA within one week from 100% completion of work as per allocation of each district.		Like the previous tender (though amendment); It is requested to consider the installation completion report digitally either by web portal or Email to SIAs as the collecting and forwarding the physical reports from the village level to district level and then to state level of SIAs is time consuming process.	The clause remains unchanged

	T					1
214	RfS		Vendor shall comply with all applicable regulatory and statutory norms. Vendor must obtain approval/ NOC from appropriate Govt body for implementing the project in each selected village.		Kindly delete this clause as; the solar pumps are getting installed at farmer's site not at any govt. property. The farmer's consent to own at its farmland is itself an NOC.	The clause remains unchanged
215	RfS		Selected vendor should have finalized sub-bidders and Purchase order for all materials such as PV Modules, Structure, Pump, Controllers, etc. within 30 days from date of award of contract and unpriced copy of such award letter/Purchase order will be submitted within 30 days from date of issuance of award.		Please clarify scope to be covered by sub-bidder, if any.	The clause remains unchanged
216	RfS		Vendor should commission minimum pumps/ quarter as defined above at Clause 3.2b of Scope of work. Vendor must submit handing over certificates in the format prescribed by MNRE.		Kindly provide the handing over certificate format the time of bid process only as part of uniform documentation work among all the participating states.	The clause remains unchanged. Format will be provided by SIA.
217	RfS		Vendor should submit the prescribed certificate and photographs of each SPWPS installed which must show complete installation setup along with beneficiary pump number etc.	Vendor should submit the prescribed certificate and photographs of each SPWPS installed online only which must show complete installation setup along with beneficiary pump number etc.	It is requested to consider the installation report along with photographs in digital mode only (either through Email/web- portal/mobile application)	The clause remains unchanged
218	RfS	3.3 Technical Requirement and Testing d. page no. 11 of 106	Systems installed under this programme should be follow OM- F.No.283/33/3029- GRID SOLAR of MNRE, Govt of India dated 23.09.2020.	d. Systems installed under this programme should be follow OM- F.No.283/22/2019- GRID SOLAR of MNRE, Govt of India dated 09.02.2021. (Attached with pre-bid points submission)	The circular no. is to be corrected. In the previous tender it was F.No. 283/22/2019-GRID SOLAR dated 23.09.2020. This said OM (Amended) was reissued by MNRE on 09.02.2021. It is related to procurement (preference to Make in India).	The suitable amendments are being issued on the clause referred.
219	RíS		Selected Vendor should keep necessary spare parts (minimum 2% of allotted quantity of each component of the complete system at the service centre) at each district and should ensure proper maintenance of SPWPS to 5 years from date of installation of each SPWPS. Vendor should also ensure to provide local training to local persons regarding proper maintenance of SPWPS. Vendor should submit bi-weekly installation report to SIA as per the prescribed format provided during the installation phase		Kindly allow the installation report submission to SIA digitally by Email/ at web-portal. Additionally, provide the format at the time of bidding only.	The clause remains unchanged
220	RíS	3.4 Operation & Maintenance (O&M), Training, Awareness and Sensitization h. page no. 12 of 106	Vendors have to provide the Remote Monitoring System (RMS) with all the SPWPS installed under the scheme. Further, vendor has to maintain the RMS in working condition for the period of Syears and RMS systems shall push the accurate data of the parameters as specified in the specification and guidelines of the scheme failing which the installation of the system will not be accepted by SIA.		It is requested to clarify the case arised, if there is no network available in any remote area.	The clause remains unchanged
221	RíS	3.4 Operation & Maintenance (O&M), Training, Awareness and Sensitization i. page no. 12 of 106	Vendor shall ensure that the local training, awareness and sensitization campaigns on usage of the SPWPS are conducted.	<ol> <li>vendor shall ensure the training to the beneficiary owning the sola pump for it's easy operation. The awareness and sensitization campaigns on SPWPS shall be in scope of SIAs only as per the PM-KUSUM Scheme guidelines.</li> </ol>	The local awareness program/ campaigning's must be in the scope of SIAs only.	The clause remains unchanged
222	RfS	6.1	Total allocation to your vendor for a particular State/UT shall not go beyond the Annual Turn Over requirement for that particular State/UT. However, if there are no vendors available in the corresponding package, who have agreed to match the L1 prize and circumstances necessitates additional award of work, additional allocation may be done by SIA as per MNRE approvals.	Kindly delete this clause.	This clause was already deleted in previous tenders through amendments, because as per the PM- KUSUM scheme guideline; the entire program has to be implemented in market mode by taking farmer's consent for agency selection like previous 03 tenders.	The suitable amendments are being issued on the clause referred

			Commissioning of Devices Colors 1 1 1 1 1 1			
223		9 Commissioning of Projects page no. 14 of 106	Commissioning of Projects Selected vendors must submit monthly consent of beneficiaries in their favours to SIA for which SIA will give notice to proceed and for this selected vendor shall complete the installation and commissioning of allocated SPWPS within 120 days from issuance of notice to proceed for general category state. However, for, special category states/Hill States/UTz/Island UTs, selected vendor shall complete the installation and Commissioning of allotted SPWPS within 150 days of issuance of notice to proceed.	Commissioning of Projects Selected vendors must submit bi-weekly consent of beneficiaries in their favours to SIA for which SIA will give notice to proceed after collecting the beneficiary share and for this selected vendor shall complete the installation and commissioning of allocated SPWPS within 120 days from issuance of notice to proceed for general category state. However, for, special category states/Hill States/UTs/Island UTs, selected vendor shall complete the installation and Commissioning of allotted SPWPS within 150 days of issuance of notice to proceed.	Since taking consent under market mode is a continuous process, Hence it is requested to kindly change the monthly submission of consent to bi- weekly submission in online- mode. It shall lead to speed up the implementation of the program The NTP shall be issued after the collection of beneficiary share by SIAs.	The clause remains unchanged
224	RfS	11 page no. 15 of 106	All MSMEs (Micro, Small and Medium Enterprises) notified as per clause 1.10.3 of GFR 2017 and as registered under NSIC/DIC/Udyog Aadhaar only are only exempted from submission of Bid Processing Fee and EMD. For claiming this exemption, at the time of bid submission, MSMEs must provide valid proof of their being registered as MSME. However, upon empanelment under this RIS, selected MSMEs must submit Performance Bank Guarantee as per clause 12 of section III of RIS.	All MSMEs (Micro, Small and Medium Enterprises) notified as per clause 1.10.3 of GFR 2017 and as registered under NSIC/DIC/Udyog Aadhaar only are only exempted from submission of Bid Processing Fee and EMD. For claiming this exemption, at the time of bid submission, MSMEs must provide valid proof of their being registered as MSME. However, upon empanelment under this RIS, selected MSMEs must submit Performance Bank Guarantee as per clause 14 of section III of RfS.	<ol> <li>Typo error: Clause 14 to be mentioned in place of clause 12.</li> <li>All the MSME bidders must be treated as general bidders for technical qualification into the tender while price bid of only general bidders must be considered that shall be matched by MSME bidders.</li> <li>This RFS is issued under the Works contract category over which the MSME's purchase preference policy is not applicable.</li> </ol>	The suitable amendments are being issued on the clause referred
225	RfS	13 page no. 15 of 106	Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)	As per the OM dated 2nd February, 2022 issued by Procurement Policy Division, Dept. Of Expenditure, Ministry of Finance; It is requested to kindly consider Insurance Surety Bond also as part of EMD/Bid Security. (The OM is attached for reference.)		The clause remains unchanged
226	RfS	13 Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD) 13.1 page no. 15 of 106	Bidder shall submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2 % of amount equivalent to the 6 % of the value of total state-wise allocation or 25 numbers of SPWPS, whichever is higher, (as per Annexure-E) according to Format 7.3A/ Format 7.3B and valid for 27 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD must be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.	As per clause no. 22 of bid validity mentioned at page no. 26 of 106 (RFS), The banks are not agreed to issue the bank guarantees beyond this period. It is requested to consider EMD validity equal to BID validity period from the date of bid submission.		The suitable amendments are being issued on the clause referred
227	RfS	14 page no. 17 of 106	Performance Bank Guarantee (PBG)	As per the OM dated 2nd February, 2022 issued by Procurement Policy Division, Dept. Of Expenditure, Ministry of Finance; It is requested to kindly consider Insurance Surety Bond also as part of performance security. (The OM is attached for reference.)		The clause remains unchanged
228		15.1 page no. 18 of 106	The implementation work on ground should start within 15 days from the date of Notice to Proceed from SIA.	SIA shall issue the NTP after the collection of beneficiary share. The implementation work on ground should start within 15 days from the date of Notice to Proceed from SIA. NTP shall contain following minimum information for selected vendor: 1) Farmer Name, 2) Mobile No., 3) Place, 4) Pump capacity, type & category, 5) Dynamic Head (mtrs.), 6) Application No. (Or ID).	Like the previous tender (though amendment); The NTP should be issued by SIA to selected vendor after collecting the beneficiary share.Since NTPs shall being issued after the consent & site survey acceptance, hence every NTP must contain minimum following information: 1) Farmer Name, 2) Mobile No., 3) Place, 4) Pump capacity, type & category, 5) Dynamic Head (mtrs.), 6) Application No. (Or ID).	The clause remains unchanged
229		16 Payment Terms Stage-1: Page 19 of 106	Payment Terms	Payment Terms: 1) 100% payment on bi-weekly (every 15 days) bill submission without capping of any minimum quantity of solar pump installations. 2) Payment invoice, installation reports and site inspection reports with photographs shall be considered in digital form either at portal or by Email only for payment realisation. No other physical document should be required to ask for payment release.	The repetitive submission of documents as mentioned in existing payment terms is not required. Like below: 1) project plan 2) contract agreement. 3) Undertaking to withstand ability of SPWPS. 4) Test Reports Additionally, It is also requested that like the penalty clauses for delay in work completion to vendor as well as "Late payment surcharge rule 2022 issued by Ministry of Power"; Kindly introduce some mechanism for interest surcharge on outstanding payment after the due date of payment.	The clause remains unchanged
230	RfS	17 Minimum Paid Up Share Capital to be Held by Project Promoter 17.1 Page 19 of 106	Minimum Paid Up Share Capital to be Held by Project Promoter 17.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the Successful Bidder/Selected Vendor shall indicate its shareholding in the company indicating the controlling.		Please clarify that; Such information is required from all the bidders or only by those who are participating in bid through JV/Consortium or through any project company.	The Clause is self-explanatory.

231	RfS	18 xvi. Attachments ii Page 21 of 106	Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.	Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. The manufacturers also submit Factory licence issued according to Factory Act, 1948 for the product being manufactured by them. All the general bidders (except MSME) must submit the copy of IEM acknowledgment certificate issued by DPIIT, Ministry of Commerce & Industries.	The only incorporation certificate does not fulfil the requirement of a manufacturer as it is only the registration of the company. In addition to incorporation certificate; Factory licence must be asked from the manufacturers. Every manufacturer has to own Factory licence according to Factory Act, 1948 for manufacturing setup in any part of country. Similarly, IEM acknowledgment (issued by DPIIT, Ministry of commerce & Industries) is also mandatory for the manufacturing industries having the annual turnover of more than Rs. 250 Cr. or/and having an investment in plant and machinery of Rs 50 Crore and above.	The suitable amendments are being issued on the clause referred.
232	RſS	18 xvi. Attachments iv Page 21 of 106	Certified copies of annual audited accounts for the last three financial year, i.e., FY 2021-22/2020-21/2019-20, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.			The Clause is self-explanatory.
233	RfS	21.1 ( ii) Page 23 of 106	Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B). One EMD shall be submitted for the cumulative capacity quoted by the Bidder.	Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B). Bidder shall submit the separate BG for all the participating states.	It is requested consider separate BGs for all the participating states like the first tender issued for the PM-Kusum scheme in 2019. If any State / SIA does not sign the contract or issue the LoA for up to 6 months then our entire EMD shall be stuck with SECI which in turn shall affect the limits with banks for issuing the CPGs.	The suitable amendments are being issued on the clause referred.
234	RfS	21.2 I. Technical Bid (First Envelope) Page 25 of 106	Formats - 7.1, 7.2 (if applicable), 7.3 A/7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A and 7.9, 7.11, 7.12, 7.13, 7.14, 7.15 as elaborated in Clause 16 of the RfS.		The format 7.8, format 7.8A & format 7.8/7.8A are different. It may be a typo error. Please make the format no. correction for format no. 7.8/7.8A at page no. 82 of Section 7.	The clause remains unchanged
235	RfS	21.2 I. Technical Bid (First Envelope) Page 25 of 106	All attachments elaborated in Clause 16 of the RfS, under the sub- clause xi: Attachments, with proper file names.		Clause 16 is related to payment terms. Please amend it with the relevant clause no. and sub-clause.	The suitable amendments are being issued on the clause referred.
236	RíS	21.2 I. Technical Bid (First Envelope) Page 25 of 106	Submission of Pass-phrases: In line with Clause 17.7 and Annexure-B, the Bidder shall be required to submit the Pass- Phrase to decrypt the relevant Bid- part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.		Clause 17.7 is not available in tender. It may be typo error. The relevant clause must be 19.7 of the RFS.	The suitable amendments are being issued on the clause referred.
237	RfS	21.2 II. Financial Bid (Second Envelope) b) Bidding Parameter: iv Page 26 of 106	The fixed price for each line item shall be exclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect.	iv. The fixed price for each line item shall be exclusive of all duties and taxes. The prices quoted by the firm shall be complete in all respect.	Insurance shall be considered in quoted rates.	The clause remains unchanged
238	R/S	31 Insurance Page 29 of 106	Insurance The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor/selected Vendor, for an amount not less than the Contract Price of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and strikes. The Comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft & burglary etc. during 5 years warranty period.	31 Insurance The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor/ selected Vendor, for an amount not less than the Contract Price of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and strikes. The Comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft & burglary during 5 years warranty period.	The term etc. is to be removed to have the clarity on the scope of insurance to be covered for SPWPS. Additionally, it is requested to consider following: - 1) for any case of insurance claim, the beneficiary shall inform the vendor within 7 working days along with FIR copy from local police station. 2) The pumps damaged due to sandy water shall not considered for insurance as well as manufacturing defect.	
239	RIS	34 Statutory Compliance/ Certification regarding Cyber Security Products Page 30 of 106	Statutory Compliance/ Certification regarding Cyber Security Products A certificate as per format 7.15 is to be submitted by the bidders that the items offered meet the definition of domestically manufactured/produced Cyber Security Products as per MeitY notification vide File no. 1(10)/2017-CLES dt. 02.07.18. The above certificate shall be on Company's letterhead and signed by Statutory Auditor or Cost Auditor of the Company.		In the format at 7.15 at page no. 97; The format is not having the provision of signature by cost auditor along with UDIN no.	The suitable amendments are being issued on the clause referred.

240	RfS	35 Warranty and Maintenance Page 30 of 106	Warranty and MaintenanceThe complete Solar Photovoltaic Water Pumping System and display board / Name Plate (SIA's will provide the details) shall be warranted and maintained for 05 years from the date of installation.The maintenance service provided shall ensure proper functioning of the system as a whole. All preventive/ routine maintenance and breakdown/corrective maintenance required for ensuring maximum uptime shall have to be provided by the Contractor.	Please amend this clause so that any unauthorized changes done by the beneficiary will not cover in the warranty in warranty clause only manufacturing defects will be covered.	It is requested to kindly consider that:Any unauthorized changes or alteration to the installation will cease the warranty for the remaining period of CMC. This clause was considered in Phase-1 tender of PM-KUSUM scheme (through amendment.)	The clause remains unchanged
241	RfS	39 Roles and Responsibilities of Implementation Agency Page 31 of 106	Roles and Responsibilities of Implementation Agency.		It is requested to add followings points: 1) Ensure the timely payment to vendors as per the terms and condition of the RFS document 2) Compliance to Uniform formats and procedures as mentioned in RFS.	The clause remains unchanged
242	RfS	40.10. Page 34 of 106	For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 38.3 and 38.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:		Clause 38.3 and 38.6 are not available in RFS document.	The suitable amendments are being issued on the clause referred.
243	RfS	41.3 Page 37 of 106	Detailed technical parameters of the Pumps to be met by Vendors is at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation- Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.		Please clarify the case that may arise; if particular model of solar panel gets removed from the list at the time of invoicing. As the list of modules of particular make is maintained by respective module manufacturer.	The clause remains unchanged
244	RfS	42.6 Page 40 of 106	A Company/Consortium would be required to submit annual audited accounts for the last FY, 2021-22, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover, working capital certificate (if applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of the criteria.		<ol> <li>It is requested to consider at lead 15 days prior to the bid submission deadline.</li> <li>Shall the same certificate be considered, if tender is extended for 15 days more.</li> </ol>	The clause remains unchanged
245	RfS	45.5 Page 44 of 106	Each state/ UT has following type of pumps as per table below in RFS.		Since the specification in bid is given upto 25 HP capacity. Therefore, it is requested to kindly ask the rate upto 25 HP SPWPS capacity also, there is demand for large capacity solar pumping systems.	The clause remains unchanged
246	RfS	46.1 Page 44 of 106	For each line item (i.e., type of pump for each State/UT), the Bidder quoting the lowest price (L1 price) will be identified and shall be declared as the Selected Vendor. In case of multiple Bidders quoting the L1 price, all such Bidders ("L1 Bidders") will be declared as Selected Vendors.		It is requested to consider the prices of general bidders with greater experience only for L1 rate discovery and let the MSME & others bidders allow to match the L1 rate discovered from general bidders. Since; it is a rate contract with no quantity allocation to L1 bidder, therefore above mechanism is possible to implement.	The clause remains unchanged
247	RíS	49 Inspection and Audit by the Government/M NRE Page 45 of 106	Inspection and Audit by the Government/MINKE AII materials / Equipments manufactured by the bidder/consortium of bidders against the Letter of Award shall be subject to inspection, check and/or test by the SIA/MNRE or his authorized representative at all stages and place, before, during and after the manufacture. All these tests shall be carried out in the as per technical specifications and bidder shall submit the relevant test reports at the time of bid submission to SECI. If upon delivery the material/equipment does not meet the specification, the materials /equipment shall be rejected and returned to the bidder for repairs / modification etc. or for replacement and SIA may also impose the penalty or/and blacklist the vendor. In such cases all		Since the tender has new specification over the existing specifications issued by MNRE in July-2019, hence test report of each quoted capacity as per July-2019 specifications should be asked from the bidder at the time of bid participation as part of technical qualification. Additionally, if bidder does not have any test report for any particular model then the test laboratory acknowledgement should be considered in tendering stage as per the specifications mentioned in RFS document.	The clause remains unchanged
248	RfS	Format 7.1 page 52 of 106 & Annexure-D (Price bid Schedule) page 100 of 10652 of 106	Table	It is requested to kindly clarify the followings: 1) Is it necessary for bidder to quote for all the capacity (1-10 HP) for participating states into the tender.? 2) Is it mandatory to quote for all the categories i.e. surface / submersible for quoting capacity of SPWPS.? 3) Whether the bidder has the right to bid for AC or DC type pumps OR both AC & DC type WPS rates quote is mandatory.?		<ol> <li>, 2., &amp; 3. The bidder has to quote for the capacity, category of pump and type of the pump in line with the fillfillment of qualifying criteria including the specifications as per the RfS document.</li> </ol>

249	RfS	Format 7.1 COVERING LETTER Point 2. Page 52 of 106	Earnest Money Deposit (EMD): - (Please read Clause 11 carefully before filling)	2. Earnest Money Deposit (EMD): - (Please read Clause 13 carefully before filling)	It should be clause 13 please amend the same.	The suitable amendments are being issued on the clause referred.
250	RfS	Format 7.1 COVERING LETTER Point 3. Page 52 of 106	We hereby declare that in the event our bid get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clauses 11 & 12 of this RfS, SECI shall have the right to encash the EMD/ PBG submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.	3. We hereby declare that in the event our bid get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clauses 14 of this RfS, SECI shall have the right to encash the EMD/ PBG submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.	It should be clause 14 please amend the same.	The suitable amendments are being issued on the clause referred.
251	RfS	Format 7.6 FORMAT FOR FINANCIAL REQUIREME NT Page 72 of 106	This Net Worth has been calculated in accordance with instructions provided in Clause 40.1 of the RfS.		It should be clause 42 please amend the same.	The suitable amendments are being issued on the clause referred.
252	RfS	Format 7.6FORMAT FOR FINANCIAL REQUIREME NTlast Page 72 of 106	Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.		Please clarify that whether the bidder has to submit the CA certificate for note i) & ii) both separately along with the format 7.6	The Clause is self-explanatory.
253	RfS	Format 7.8 FORMAT FOR DISCLOSURE Page 78 of 106	We further declare that we have read the provisions of Clause 30.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except SI.11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, SECI shall take appropriate action as deemed necessary.		The clause 30.4 is missing in the tender documents please provide the same.	The suitable amendments are being issued on the clause referred.
254	RfS	Format 7.12 DECLARATIO N FOR THE LOCAL CONTENT Page 94 of 106	Format 7.12 DECLARATION FOR THE LOCAL CONTENT	In the given format at 7.12 the option of signing of a practicing cost accountant or practicing chartered accountant is not mentioned we request to please mention the same also mention the UDIN No. of the Auditor who is certifying the format.	As per the previous tenders of Kusum Scheme, The bidder must be Class-I and have to submit the certificate from statuary auditor on auditor's or bidder's letter head to meet order issued towards "Make-In-India" according to Manual for Procurement of Works updated and issued in June- 2022 by Dept, of Expenditure, Min. of Finance, Govt. of India and order issued by MNRE though ORDER no. F.NO. 283/22/2019-GRID SOLAR dated 09th February, 2021.	The clause remains unchanged
255		Format 7.13 Page 95 of 106	we are agreeing to accept that the same make of solar panels, pumps, VFD/inverter/controller for which the test report is to be submitted to the Implementing agency, as per MNRE solar pump testing procedure 2019 and amendments thereof, will be supplied by us. In case, if some different make of solar panels, pumps, VFD/inverter/controller will be supplied during the implementation or AMC period, we will submit the test report for that particular make component(s). We also agree that such test reports shall be issued by the National Institute of Solar Energy and any other lab accredited by NABL for testing of solar PV water pumping system Please follow the specification issued vide	We are agreeing to accept that the same make of solar panels, pumps, VFD/inverter/controller for which the test report is to be submitted to the Implementing agency, as per MNRE solar pump testing procedure specified in tender document at Annexure-A and amendments thereof, will be supplied by us. In case, if some different make of solar panels, pumps, VFD/inverter/controller will be supplied during the implementation or AMC period, we will submit the test report for that particular make component(s). We also agree that such test reports shall be issued by the National Institute of Solar Energy and any other lab accredited by NABL for testing of solar PV water pumping system Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023s and testing procedure.	It is requested to consider that; Testing procedure as per new process as mentioned in tender at Annexure-A shall be followed.	The clause remains unchanged

256	RfS	Format 7.14 Page 96 of 106	We are agreeing to accept that the test certificates are to be submitted to the Implementing Agency, reports as per MNRE technical specifications and testing procedures issued in 2019 and amendments thereof, will be submitted by us within 30 days of issuance of Letter of Empanelment by Implementing Agency. In failure of which our empanelment will stand cancelled, without any prior intimation. These certificates shall be submitted either in original form or attested copy by the issuing test lab.	We are agreeing to accept that the test certificates are to be submitted to the Implementing Agency, reports as per MNRE technical specifications and testing procedures issued in the tender document at Annexure-A and it's amendment thereof shall be submitted by us within 45 days of issuance of Letter of Empanelment by Implementing Agency. In failure of which our empanelment will stand cancelled, without any prior intimation. These certificates shall be submitted as self-attested copy	<ol> <li>As the specification are updated in this tender, hence it is requested to allow test report submission time within 45 days instead of 30.</li> <li>The test reports shall be as per specification mentioned in tender; not as per specifications issued in 2019 &amp; its amendments.</li> <li>Please consider self attested copy of test reports rather than original copy or attested copy from lab. Because original copy cannot be submitted to all SIA at the same time and taking the attested copy of test report from issuing ab shall also be an time consuming process.</li> </ol>	The clause remains unchanged
257	suggestion	Additional points	taxes and cess	As per the previous experience in last Kusum tenders of Phase-I & II, some state nodal agencies deduct 1% of welfare cess from the invoice, so it is our suggestion that such taxes and duties should be excluding from the quoted price.		Vendor shall comply with all applicable regulatory and statutory norms of the respective State.
258	Annexure-A Technical Specification	3.2.2 SPV Controller	For IS 16221 (Part-2) certification of the SPV pump controller the latest quality control order released by MNRE regarding IS 16221 (Part-2) must be followed.	For IS 16221 (Part-2) certification of the SPV pump controller, the latest quality control order released by MNRE regarding IS 16221 (Part-2) must be followed. The supplied controller must have IS 16221 (Part-2) certification and the same is to be marked on each & every controller's name plate.	IS 16221 (Part-2) is considered and enlisted in CRS i.e. Compulsory Registration Scheme by BIS. Therefore, from quality control's point of view, the solar pump controller must have IS- 16221 (Part-2) BIS certificate.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
259	Annexure-A Technical Specification	3.4.3	Additional point	d) All surface/monoset pumps shall be supplied with canopy/cover to protect motor from rain.	Surface pump cover is necessary to protect the motor from the rain and to avoid the further failure of the pump operation.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
260	Annexure-A Technical Specification	3.4.4	The pump and all external parts of motor used in submersible pump which are in contact with water, should be of stainless steel of grade 304 or higher as required. Further for submersible pumps used in coastal areas or bores with higher salinity, preferably, stainless steel of grade 316 or higher grade may be used.	3.4.4 The pump and all external parts of motor used in submersible pump & casing used in shallow well (surface) pump which are in contact with water, should be of stainless steel of grade 304 or higher as required. Further for submersible pumps used in coastal areas or bores with higher salinity, preferably, stainless steel of grade 316 or higher grade may be used.	It is suggested that like the submersible pump, the pump section of surface pump which shall in direct contact of water, should be on stainless steel. Of SS-304 or higher as required.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
261	Annexure-A Technical Specification	3.5 Module Mounting Structures and Tracking System	The PV modules should be mounted on metallic structures of adequate strength and appropriate design, which can withstand load of modules and high wind velocities up to 150 km per hour. The raw material used and process for manufacturing of module mounting structure including welding of joints should conform to applicable IS 822. The module mounting structure should be hot dip galvanized according to IS 4759. Zinc content in working area of the hot dip galvanizing bath should not be less than 99.5% by mass.	3.5.1 The PV modules should be mounted on metallic structures of adequate strength and appropriate design, which can withstand load of modules and high wind velocities up to 150 km per hour. The raw material used and process for manufacturing of module mounting structure including welding of joints should conform to applicable IS 822. The module mounting structure should be hot dip galvanized according to IS 4759. Zinc content in working area of the hot dip galvanizing bath should not be less than 99.5% by mass. The supplied structure should have IS 4759 Certificate for hot dip galvanization with IS mark.	This is the only IS for marking on structures where output is also available as visual inspection. Rest IS are part of process of the structure manufacturing that can not be marked on it.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
262	Annexure-A Technical Specification	3.5.4	Details of Module Mounting Structure (MMS) for pumps of capacity 1HP and above attached at Annexure-I. These are indicative of minimum standards and an Implementing Agency may specify higher standards which shall be certified by recognized structural engineering department of any IIT/NIT or IISC.	Details of Module Mounting Structure (MMS) for pumps of capacity 1HP and above attached at Annexure-I These are indicative of minimum standards and a vendor may also supply the structures with design duly approved & certified by recognized engineering department of any IIT/NIT or IISC.	If implementing agency would provide the design detail then It shall be very difficult for the vendor to have the variety of structure for different states for the same capacity of solar water pumping system. Therefore, It should be same as present case of the PM-KUSUM program tenders.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
263	Annexure-A Technical Specification	3.6.2	The SPV Controller must have IP (65) protection or shall be housed in a cabinet having at least IP (65) protection.	The SPV Controller must have IP (65) protection or shall be housed in a cabinet having at least IP (65) protection. The IP 65 protection report in case of external cabinet must be issued with the controller used as per the capacity of SPWPS.	It is requested that; The solar pump controller must have IP65 certification as per applicable IEC, which further must be mentioned by test laboratory in the test report along with controller capacity by laboratories. If external enclosure is used then the IP65 protection test report must be consider with the controller only used for solar water pumping system.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
264	Annexure-A Technical Specification	6.2.2	Solar Photo Voltaic Water Pumping Systems shall be guaranteed by the manufacturer against the defects in material and workmanship under normal use and service for a period of at least 60 months from the date of commissioning.	Solar Photo Voltaic Water Pumping Systems shall be warranted by the manufacturer against the defects in material and workmanship under normal use and service for a period of at least 60 months from the date of commissioning. Any miss handling or the changes made post installations by the user/farmer to the SWPS shall lead to waive off the warrantee period to be zero for remaining CMC period	It is requested to kindly replace the term guaranteed by term "warranted". And	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
265	Annexure-A Technical Specification	7.1.1 Point j)	7.1.1 Motor Pump-set j) Voltage Range (V) and;	Voltage (V)	The motors are design for rated voltage not for voltage range. The voltage range is marked on controllers only.	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
266	Annexure-A Technical Specification	7.1.1 Note	Note: -In addition, a metal name plate containing the above details shall be fixed on the module mounting structure for the information of user.	Note: -In addition, a metal name plate/ high quality water proof sticker containing the above details shall be fixed on the module mounting structure for the information of user.	As the high-quality waterproof sticker is an ongoing practice in inverters and controllers hence same can be used for Pumpsets name plate	Please follow the specification issued vide OM No. 41/3/2018-SPV Division dated 02.02.2023
267	RfS	Format 7.3A page 58 of 106	In Para 1: hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees	In Para 1: hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] withing 03 working days without demur on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees	The term "forthwith" should be replaced with the term "03 working days" as suggested by bank.	The clause remains unchanged

271	RfS	16 page 19 of 106	Payment terms: Stage-I 90 % of the value of month wise nos. of SPWPS installed at site based on: -	90 % of the value and 100% GST of the invoices submitted of month wise nos. of SPWPS installed at site based on: -	Since the GST for the billing cycle is to be paid in advance on monthly basis; hence it requested to kindly issue the 100% GST amount at stage-I; It was considered in previous tender of PM-KUSUM Scheme also.	The clause remains unchanged
270	RfS	14.1 page 1 / of 106	Further, SIA reserves the right to encash the existing CPG, in case the vendors doesn't renew/extend the existing PBG at-least 30 days in advance	Further, SIA reserves the right to encash the existing CPG, in case the vendors doesn't renew/extend the existing PBG at-least 07 days in advance	30 days adance time is very high considering the high value of BG amount for PBG. It shall also lead to have difficiulty in working capital management for project mangement.	The clause remains unchanged
269		page 64 of 106	The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to SIA and may be assigned, in whole or in part, (whether absolutely or by way of security) by SIA to any entity to whom SIA is entitled to assign its rights and obligations.	Kindly delete this clause.	SIA can not handover the PBG to any other entity as these financial instruments are issued to SIAs only by bank.	The suitable amendments are being issued on the clause referred.
268		Format 7.3C page 63 of 106	As per the terms of the RfS, the [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SIA at [Insert Name of the Place from the address of the SIA] forthwith on demand in writing from SIA or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Vendor].	As per the terms of the RfS, the [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SIA at [Insert Name of the Place from the address of the SIA] withing 03 working days on demand in writing from SIA or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Vendor].	The term "forthwith" should be replaced with the term "03 working days" as suggested by bank.	The clause remains unchanged

## Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any query not published here or the same not being addressed through the Amendments, it shall be construed in such cases, tender conditions shall prevail.