

EOI No: PGVCL/DSM/EOI/Ag. Solarization /2018-19/01Dt: 29/05/2018

Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Invitation for Expression of Interest (EOI)

for

Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

EOI No: PGVCL/DSM/EOI/Ag. Solarization/2018-19/01

Dated: 29/05/2018



The Chief Engineer(Tech)
Paschim Gujarat Vij Company Ltd.,
CIN: U40102GJ2003SGC042908,Regd. & Corporate Office,
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

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Sign & Round Seal of the EOI applicant

Date and place

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Notice Inviting EOI

EOI No: PGMVCL/DSM/EOI/Ag. Solarization/2018-19/01DT 29/05/2018

The Chief Engineer (Tech)-PGMVCL invites **“On line Expression of Interest-EOI” for Empanelment of agencies** for “Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGMVCL, MGVCL, UGMVCL and PGMVCL.

EOI documents may be down loaded from web site [https:// pgvcl.nprocure.com](https://pgvcl.nprocure.com) (For view, down load and on line submission) and PGMVCL’s web sites www.pgvcl.com for view & down load only). (To view the PDF file please use “Acrobat Reader” software which can be downloaded from “Adobe “website.)

EOI offer is required to be submitted by **online mode only in electronic form on website [https:// pgvcl.nprocure.com](https://pgvcl.nprocure.com)** (i.e. under preliminary, technical and price offer stage of online) **except documents** (as mentioned in the clause no.: 3A and 3B of “PART-C- NOTE: IMPORTANT”) **to be submitted physically in sealed Main cover containing separate covers for “EMD &EOI Document fee Documents cover” and “Technical Offer documents cover”** separately **by Registered Post A.D. or Speed Post** addressed to :-

The Chief Engineer(Tech), Paschim Gujarat Vij Company Ltd., Regd. & Corporate Office, “Paschim Gujarat VijSevaSadan”, Laxminagar, Nana Mava main road, RAJKOT-360004, (Gujarat)

“NO COURIER SERVICE OR HAND DELIVERY” will be allowed.

Sr. no.	Description
1	EOI No: PGMVCL/DSM/EOI/Ag. Solarization/2018-19/01 DT: 29/05/2018
2	Name of EOI:- EOI for Empanelment of agencies for “Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGMVCL, MGVCL, UGMVCL and PGMVCL.
3	EOI Document Fee in Rs. (non-refundable) Rs. 15000/- + Rs. 2700 (18% GST) =Rs.17700/- (Seventeen Thousand Seven hundred only)

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4	Earnest Money Deposit amount in Rs.	For MSME Units in Rs. 4.00 lakhs (Four lakhs only) For Non-MSME Units in Rs. 7.00 lakhs (Seven lakhs Only)
5	Last Date & Time for receipt of query / clarification on the EOI Document if any forpre-offer meeting. Query / clarification to be sent by e-mail only on following email IDs cetech.pgvcl@gebmail.com ; eedsmcell.pgvcl@gebmail.com	Date:04/06/2018 On Before 17.00 hrs.
6	Date, time & venue for Pre EOI- OfferMeeting: (TheAgency who wants to attend the pre-EOI offer meeting is requested to intimate us at least one day in advance prior to the date of the pre-offer meeting through e-mail only.)	Date05/06/2018 Time: 11.00 hrs Noon Venue: conference hall, VIP Guest house, GTPS, Gandhinagar.
7	On line Preliminary, technical and Price offer i.e. On line EOI Document/ offer submission last date and time (This is mandatory)	Date:08/06/2018 Up to 18.00 hours
8	Last date of Physical submission of "relevant EOI Documents" (by Registered post A.D. or SPEED POST only (This is mandatory)	Date:11/06/2018 up to 18.00 hours
9	Date of opening of "EOI Document Fee& EMD Cover Documents" physical as well as online opening of preliminary offer (if possible)	Date:11/06/2018 at 18.30 hours
10	Date of opening of Technical offer document physical as well as online Technical stage (if possible)	Date:12/06/2018 at 11.00 hours
11	Tentative Date of on – line opening of Priceoffer stage (Price Offer) (tentative, if possible)	Date:14/06/2018 at 11.00 hours

- **PGVCL GSTIN No. is 24AADCP1453C1ZZ**
- **Every Agecny have to inform their GSTIN No. at the time of payment of applicable fees**

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AS PER THE NOTICE OF THE INVITATION OF EOI DOCUMENT (NEWS PAPER ADVERTISEMENT), THE EOI DOCUMENT IS INVITED BY **E-EOI DOCUMENTING (ON – LINE) SYSTEM**, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY.

[A] All the relevant documents as per cl no 3A and 3B of “PART-C-(NOTE: IMPORTANT)”of EOI Document are required to be submitted physically in sealed Main cover containing separate covers for “EMD&EOI Document fee Documents cover” as per 3A and “Technical Offer documents cover” as per 3B separately (This cover shall be super scribe “EOI Document no.: PGVCL/DSM/EOI/Ag. Solarization/2018-19/01 DT 29/05/2018only, on OR before due date and time. All such documents should be strictly submitted by RPAD/Speed post only, otherwise the offer will not be considered and no any further communication in the matter will be entertained.

[B] The documents other than mentioned in Part-C and documents mentioned in *Annexure-12* of general and commercial terms and conditions of EOI Document (i.e. Part-“F”) are required *to be uploaded in technical stage of online EOI Document and submitted physically in “Technical Offer documents cover”*. In case of not uploading of required document in online offer or uploading of wrong document or not submitting physically in “Technical Offer documents cover**”,offer may not be considered for technical evaluation. However, the Agecny may upload additional documents, brochures, technical / other information etc, if desires to give with the offer.**

[C]Agency are requested to submit price – offer (Schedule – B) in on-line (e-EOI electronic form) only and not to submit the price offer in physical form. This is mandatory. If price offer issubmitted in physical form, same will not be opened and only on-line submitted price offer will be considered for evaluation.

(D)It is mandatory for all the Agencies to submit their EOI Documents by both forms viz. on – line (e – EOI Documenting) and physically in schedule time. If EOI documents submitted in only any one form, say either by on line or physically, in that case the same EOI Document will not be considered.

[E] DISCOM at its sole discretion may ask additional clarification or information or documents from the Agency who are found to be eligible in main pre-qualification criteria.

Note:-Agency should be in touch with websites <https://pgvcl.nprocure.com>&www.pgvcl.comfor information regarding revision/corrigendum/Amendment in EOI Document till due date of online submission and thereafter. No separate information shall be sent in this regard and also not publish in newspaper.

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Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to **The Chief Engineer(Tech), Paschim Gujarat Vij Company Ltd., Regd. & Corporate Office, "Paschim Gujarat VijSevaSadan", Laxminagar, Nana Mava main road, RAJKOT-360004, (Gujarat)**

e-Mail:- cetech.pgvcl@gmail.com

PGVCL reserves the right to reject any OR all EOI Documents/offers without assigning any reasons thereof.

For and on behalf of PGVCL

Chief Engineer (Tech)

Sign & Round Seal of the EOI applicant

Date and place

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Disclaimer

- A. All information contained in this, Expression of Interest (EOI) subsequently provided / clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any applicant.
Each applicant should conduct its own investigation and analysis & should check the accuracy, reliability and completeness of the information in this Expression of Interest. Applicants should make their own independent investigation in relation to any additional information that may be required.
Applicant should make their own due diligence of facilities while preparing this
- B. The information contained in this EOI Documentor subsequently provided to EOI applicant(s), whether verbally or in documentary or in any other form by or on behalf of PGVCL/DISCOM or any of its employees, consultants or associates, is provided to EOI applicant(s) on the terms and conditions set out in this EOI Document/ Offer and such other terms and conditions subject to which such information is provided.
- C. This EOI Document/ Offeris not an agreement and is neither an offer nor invitation by PGVCL to the prospective Agency or any other party. The purpose of this EOI Document/ Offer is to provide interested parties with information that may be useful to them in making their Offer. This EOI Document/ Offerincludes statements, which reflect various assumptions and assessments arrived at by DISCOM in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each EOI applicant may require. This EOI Document/ Offer may not be appropriate for all persons, and it is not possible for PGVCLto consider the technical capabilities, investment objectives, financial situation and particular needs of each party who reads or uses this EOI Document/ Offer. The assumptions, assessments, statements and information contained in this EOI Document/ Offer may not be complete, accurate, adequate or correct. Each EOI applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this EOI Document/ Offer and obtain independent advice from appropriate sources.
- D. Information provided in this EOI Document/ Offer to the EOI applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PGVCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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- E. PGVCL or any of its employees, consultants or associates make no representation or warranty and shall have no liability to any person including any EOI applicant under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI Document/ Offer or otherwise including the accuracy, adequacy, correctness, completeness or reliability of the OFFER and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI Document/ Offer or arising in any way in this Offer stage.
- F. PGVCL or any of its employees, consultants or associates also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any EOI applicant upon the statements contained in this EOI Document/ Offer.
- G. PGVCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this EOI Document/ Offer.
- H. The issue of this EOI Document/ Offer does not imply that PGVCL is bound to select an EOI applicant for the Project and PGVCL reserves the right to reject all or any of the Agency or Offers or discontinue or cancel the offering process without assigning any reason whatsoever.
- I. The EOI applicant shall bear all its costs associated with or relating to the attending pre-offer meeting, preparation and submission of its Offer including but not limited to preparation, copying, postage, delivery fees, traveling, food, lodging, expenses associated with any demonstrations or presentations which may be required by PGVCL or any other costs incurred in connection with or relating to its Offer. All such costs and expenses will remain with the EOI applicant and PGVCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a EOI applicant in preparation or submission of the Offer, regardless of the conduct or outcome of the offering Process.

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

A- Definitions and Abbreviations

1. **"Beneficiary"** : **"Beneficiary"** shall mean the farmer who is the consumer of DISCOM for 3-ph Agriculture connection of Supply of Electricity and who have applied to participate in the project of Solarization of its existing Agriculture pump sets in his/her farm by installing grid connected SPV system

 2. **"EOI applicant(s)"** : The **"EOI applicant (s) "** shall mean the EOI applicant whose offer is received by PGVCL as per eligibility criteria and shall include such EOI applicant's heirs, legal representatives, successors and assignees. Here, in this case, the EOI applicant shall not be a Joint Venture or a Consortium or an Associate.

 3. **"EOI Offer"** : **"EOI Offer"** means this EOI Document having EOI number and name as mentioned in EOI inviting Notice including all its documents, along with all formats, annexures, corrigendum, modifications, amendments and clarifications thereto; in on-line and physical submission of offer/offer in response to this EOI Document in accordance with the terms and condition thereof.

 4. **"Circle"** : **"Circle"** means Operation and Maintenance Circles of DISCOM.

 5. **"Contract"** : The **"Contract"** shall mean the agreement to be entered into by the DISCOM with the Empanelled Agency/empanelled agency/supplier upon receiving the Letter of Award from DISCOM for implementation of the Project and shall include the General and commercial terms & condition, scope of work, project requirement, technical conditions, schedules, appendixes, drawings
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and any other conditions specifically agreed between the parties forming a part of the contract

6. "Empanelled Agency"/"Successful EOI applicant"/ "Supplier"/ "Contractor"	:	The "Empanelled Agency"/"Successful EOI applicant"/ "Supplier"/ " Contractor" shall mean the EOI applicant, whose EOI offer has been accepted by the DISCOM for empanelment as registered supplier /agency and shall include his authorized representatives and have signed the 'contract' agreement with DISCOM.
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7. "Company"	:	"Company" shall mean Distribution Company
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8. "Date of completion of Project"	:	"Date of completion of project" shall mean that the date of project handed over and accepted by the engineer-in-charge of DISCOM all respect provided that the CMC of 7 years, Guarantee and warrantee of 7 years shall be applicable as per the EOI Document terms and condition after the date of completion of Project.
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9. "DISCOM"	:	"DISCOM" Shall mean electricity Distribution Companies and subsidiaries of the Gujarat UrjaVikas Nigam Ltd.viz, PGVCL/UGVCL/MGVCL/DGVCL
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10. "Division"	:	"Division" Shall mean Operation and Maintenance Division of DISCOM.
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11. "EMD"	:	The "EMD" shall mean Earnest Money Deposit which is required to pay as per the EOI Document condition.
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12. "Engineer" / "Engineer-in-charge"	:	The "Engineer" / "Engineer-in-charge" shall mean the authorized officer of the DISCOM to act as Engineer to supervise the work for the purpose of the contract.
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13. "EPC"	:	"EPC" Shall mean Engineering, Procurement and commissioning of the complete project
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

as per the terms and condition of the EOI Document

14. **“Financial Year” or “FY”** : **“Financial Year” or “FY”** shall mean the Period starting from 1 April of the first calendar year to 31 March of the consecutive calendar year.

15. **“Guarantee Period” / “warranty period”** : The **“Guarantee Period”/ “warranty period”** shall mean the period during which the Empanelled Agency shall remain liable for replacement / repair and maintenance of any defective parts / work performed by the Empanelled Agency under the contract as per the EOI Document condition.

16. **“Guaranteed CUF”** : **“Guaranteed CUF”** shall be 18.3% calculated with respect to the AC capacity of the PV plant.

17. **“Letter of Acceptance / Notice of Award of Contract / Letter of Award”** : **“Letter of Acceptance / Notice of Award of Contract / Letter of Award”** shall mean the official notice issued by the DISCOM, notifying the successful EOI applicant that his offer has been accepted for the empanelment with informing the successful EOI applicant to pay SecurityDeposit (SD) and execute the Agreement with DISCOM as per the terms and conditions.

18. **“Order” / “Acceptance of EOI Offer”** : The **“Order” /“Acceptance of EOI Offer”** shall mean the official letter issued by the **DISCOM** informing the EOI applicant that his EOI Document has been accepted.

19. **“Party” or “Parties”** : **“Party” or “Parties”** Shall mean the Successful EOI applicant who has signed the Contract with the DISCOM towards the fulfilment of the Terms and Conditions of this EOI Document.

20. GUVNL : Gujarat UrjaVikas Nigam Limited (GUVNL).

21. **“Project”** : **“Project”** Shall mean the project of the EOI Document item for which the offers are invited covering all aspects and terms and

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

conditions as per the EOI Documentdocuments. The project covers Supply, Installation, Testing and Commissioning of Distributed Grid connected Solar PV system with CMC of 7years, on 11 KV AGDOM Feeders as per theEOI Document.

22. **“Project Management Consultant” (PMC)/ “Consultant”** : **“Project Management Consultant” (PMC)/ “Consultant”** Shall mean an agency which is appointed by DISCOMfor project management.

23. **“PV System” or “SPV ” or “ SPV System”** : **“PV System” or “SPV ” or “ SPV System”** shall mean the Grid-tie Solar Photo-Voltaic (PV) system including the PV modules, grid-tie inverter(s), module mounting structure(s), cables and connectors, safety and earthing equipment, interconnection equipment, and inverter with remote monitoring with other components for Solarization of Agriculture pump sets that shall be supplied, installed, commissioned and maintained by the Empanelled Agency.

24. **“Qualifying EOI applicant”** : **“Qualifying EOI applicant” shall mean the**EOI applicant who shall meet all the eligibility criteria mentioned in the EOI Document and selected in the empanelment list.

25. **“Scheme”** : **“Scheme” shall mean scheme for solarization of Agriculture Consumers announced by Govt/GUVNL/ DISCOM**

26. **“System”** : **“System”** shall mean the grid connected Solar PV system as per EOI Document that shall be supplied, installed, commissioned and maintained with all other ancillary required by the Empanelled Agency for satisfactory operation of the System.

27. **“Solarization”** : **“Solarization”** shall mean to connect the existing Agriculture pump sets of farmer to the distributed, renewable energy source of

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Solar by installing Grid connected Solar PV system of the required capacity in the farmer's premises (i.e.farm) as per the EOI Document terms and condition.

28. **"Specification"** : The **"Specification"** shall mean the EOI Document forming a part of the contract along with Proforma, schedules, appendixes and all annexure Part-G of EOI Document.

29. **"Sub-Division"** : **"Sub-Division"** Shall mean Operation and Maintenance Sub-Division of DISCOM

30. **"Tripartite Agreement"** : **"Tripartite Agreement"** means an agreement to be executed by and amongst the Empanelled supplier/agency,DISCOM& the Beneficiary in Gujarati language.

31. **"week"** **"Week"** shall means the continuous period of seven days

32. **"Work"** The **"Work"** shall mean activities to Supply, Installation, testing & commissioning of theEOI Documentitem for which the offers are invited.

Abbreviations : Abbreviations are shown as under

1. **AC** : Alternating Current

2. **ACP** : Aluminium Composite Panel

3. **Ag.** : Agriculture

4. **AM** : Air Mass

5. **ASTM:** : American Society for Testing and Materials

6. **BIS** : Bureau of Indian Standards

7. **BoQ** : Bill of Quantity

8. **BOS** : Balance-of-Syatem

9. **CEA** : Central Electricity Authority

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10. CERC	: Central Electricity Regulatory Commission
11. "CEIG"	: Chief Electrical Inspector of Government
12. CMC	: Comprehensive maintenance Contract for 7 years
13. DC	: Direct Current
14. DCDB	: Direct Current Distribution Box
15. DTR	: Distribution Transformer
16. DWC	: Double Walled corrugated
17. EPC	: Engineering, Procurement and Commissioning
18. EPF	: Employee Provident Fund
19. FF	: Fill Factor
20. FOR/F.O.R.	: Freight on Rail/Road
21. GEDA	: Gujarat Energy Development Agency
22. GERC	: Gujarat Electricity Regulatory Commission
23. GERMI	: Gujarat Energy Research & Management Institute
24. GI	: Galvanized Iron
25. GST	: Goods and Services Tax
26. HP	: Horse Power
27. HDGI	: Hot Dipped Galvanized Iron
28. HDPE	: High Density Polyethylene
29. HFL	: Highest Flood-Level
30. HT	: High Tension (11 KV)
31. IP	: Internet Protocol /Ingress Protection
32. IPR	: Intellectual Property Right
33. IEC	: International Electrotechnical Commission
34. IEEE	: Institute of Electrical and Electronics Engineers

Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

35. IS	: Indian Standard
36. Isc	: Short Circuit Current
37. IST	: Indian Standard Time
38. KV	: Kilo Volt
39. KW	: Kilo Watt
40. KWp	: Kilo Watt peak
41. LT	: Low Tension
42. IoT	: Internet of Things
43. MCB	: Miniature Circuit Breaker
44. MDAS	: Meter Data Acquisition System
45. MIS	: Management Information System
46. MMS	: Module Mounting Structure
47. MNRE	: Ministry of New and Renewable Energy, GOI.
48. MPPT	: Maximum Power Point Tracker
49. MW	: Mega Watt
50. NEC	: National Electric Code
51. NIT	: Notice Inviting EOI Document
52. NOCT	: Normal Operating Cell Temperature
53. OS	: Operating System for Computer/server
54. PAN	: Permanent Account Number
55. PCU	: Power Conditioning Unit
56. PID	: potential-induced degradation
57. POC	: Proof of Concept
58. PV	: Photo Voltaic
59. PVC	: Poly vinyl chloride
60. RCCB	: Residual Current Circuit Breaker
61. RFID	: Radio Frequency Identification
62. RTC	: Real Time Clock

Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

63. REC	: Rural Electrification Corporation, GOI
64. RDBMS	: Relational Data Base Management System
65. SCADA	: Supervisory Control And Data Acquisition
66. SMB	: Sub Miniature version B
67. SPV	: Solar Photo Voltaic
68. SPD	: Surge Protection Device
69. STADD-Pro	: Structural Analysis And Design Computer Program
70. STC	: Standard Testing Condition ("STC" shall mean Standard Testing Condition for solar cells and PV modules with air mass AM1.5, irradiance 1000W/ m ² , and cell temperature of 25°C.)
71. TPI	: Third Party Inspection
72. THD	: Total Harmonic Distortion
73. ToU	: Time of Use
74. UAT	: User Acceptance Test
75. UV	: Ultra Violet
76. Vmp	: Voltage at Maximum Power
77. Voc	: Voltage at Open Circuit
78. -Ve	: Negative
79. W	: Watt
80. Wp	: Watt peak
81. XLPE	: Cross-linked Polyethylene

Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

PART-B- Important Instruction to Agency

1. Earnest Money Deposit (EMD) is to be paid as under:

EOI Documenterhas topay E.M.D. as mentioned in EOI Document notice. The EMD is payable by demand draft in favour of DISCOM Drawn on any Scheduled Bank / Nationalized Bank**Rajkot**. It should be paid either, by Demand Draft or Banker's Cheque or Bank Guarantee. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the EOI Document or **by Demand Draft or Banker's Cheques only**.

In cash of BG in favour of PGVCL from any Scheduled / Nationalized Banks in a standard format prescribed by PGVCL (Format given in this EOI Document). The validity of Bank Guarantee shall be 06 months from the schedule date of opening of EOI Document or to be extended as required by PGVCL. The BG shall be any of the banks as notified vide finance department of Govt. of Gujarat GR no.: EMD.10/2016/328/DMO dated 01/05/2017 and further amendments if any. **Cheques are not acceptable. CORPORATE BANK GUARANTEES NOT ALLOWED.**

The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D, Registration Certificates for the item under EOI Document will be eligible for exemption from payment of EMD on submission of duly notarized copies of their SSI (SSI/ MSME Part-II/UdyogAadhaar Memorandum) & CSPO/ NSIC/DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the EOI Document indirectly either through their dealers, agents, distributors or other intermediators.

EOI Documents submitted without Earnest Money Deposit by the firms, who are not eligible for any exemption, will be rejected without entering in to further correspondence in this regard and no reference will also be made.

The "SSI" (SSI/MSME Part-II/ UdyogAdhar Memorandum) & NSIC/CSPO/DGS&D certificate should indicate the manufacture of item/s offered under this EOI Document. In case of UdyogAadhaar Memorandum, it should indicate the manufacture of related group of item. Provisional Registration Certificates are NOT allowed.

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Government or Semi-Government Organizations, which are run departmentally & are not limited Companies, will be eligible for exemption from payment of E.M.D. No Interest will be allowed against payment of E.M.D.

2. Instruction for Physical and On-Line Submission of EOI offer

- a) All the relevant documents as per cl no 3A and 3B of "PART-C-(NOTE: IMPORTANT)"of EOI Document are required to be submitted physically in sealed Main cover containing separate covers for "EMD&EOI Document fee Documents cover" as per 3A and "Technical Offer documents cover" as per 3B separately will be sent only by Registered Post A.D. or by Speed Post addressed to the **CHIEF ENGINEER (Tech), DISCOM**"NO COURIER SERVICE OR HAND DELIVERY" will be allowed.
- b) All the relevant documents as per cl no no 3A and 3B of "PART-C-(NOTE: IMPORTANT)"should reach to this office on or before date and time mentioned in EOI Document notice. No EOI Document shall be accepted / opened in any case received after due date and time of receipt of EOI Document irrespective of delay due to postal services or any other reasons and that DISCOM shall not assume any responsibility for late receipt of the EOI Document.
- c) Demand Draft for payment of EOI Document fee & EMD must be placed in the Cover super scribing "EMD &EOI Document fee Cover Documents" along with requisite documents as mentioned in the PART-C-Cl no-3 of this document.
- d) First the "E.M.D &EOI Document fee Cover Documents" (Physical documents) will be opened and simultaneously the preliminary stage of online mode will also be opened & if the documents towards payment of EOI Document Fee, E.M.D and E.M.D. cover documents are found OK then only Technical Offer in online as well as physical mode will be opened, which may please be noted; **otherwise** online offer / e-EOI Document will not be opened / say rejected out rightly and no correspondence in this regard will be entertained.
- e) **Agency shall submit Price Offer 'On-Line' in electronic form only and not in physical form.**
- f) **Technical offer and Commercial offer:**
The technical offer is required to be submitted in online as well as physical mode.
The technical and commercial offer shall comprise all the technical and commercial

Sign & Round Seal of the EOI applicant	Date and place	(Page 19 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

details as required to be submitted as mentioned in the EOI document. However, the required documents of technical offer which are mentioned in **no 3B of "PART-C-(NOTE: IMPORTANT)"** of EOI Document shall be submitted in **"Technical offer Documents Cover"** in physical form.

Please note that the required documents should be invariably uploaded in online / submitted in physically as mentioned in EOI Document. Any EOI Document without required documents is liable to be ignored and the EOI Document may be rejected without entering in to any further correspondence in this regard and no further reference will be made.

- g) It is to clarify that in case of any discrepancy between physical annexure/ documents and on-line annexures /documents then on-line data will be considered as a final data for EOI Document evaluation and competition

3. Instructions for e- EOI (Online EOI) to Agency:

I	Downloading of EOI Documents
A	Offer document will be available on web site up to date shown in the EOI Document.
B	Agency willing to participate in EOI offer will have to get themselves registered on website www.nprocure.com
ii	Digital Signature
A	Agency should have valid digital certificate as per Information Technology Act 2000 using which they can sign their electronic offers. Agency can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.
B	In case EOI applicant needs any clarification for e-EOI, details regarding digital certificate or if training required for participating in online EOI Document, they can contact the following office:- (n) Procure Cell M/s (n) Code Solution, A division of GNFC 403, GNFC Info Tower, Bodakdev, S.G. Road, Ahmedabad 380054.(Gujarat) E-mail: nprocure@gnfc.net Mob.: 9327084190; 9898589652 Toll Free: 1-800-233-1010 (Ext. 501, 512,516 , 517 , 525) Phone No. 079-26857315 / 316 / 317 Fax: 079-26857321 / 40007533 Other Terms & Conditions as per detailed EOI Document
C	Agency who already possess valid Digital certificate need not to procure a new digital certificate.
iii	On line Submission of Technical and Price Offer

Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

A	Agency can prepare and edit their offers number of times before EOI Documentsubmission date and time. After EOI Document submission date and time, EOI applicant cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
B	EOI applicant shall submit their offer, i.e. Technical Offer as well as price offer in Electronic format on above mentioned website and date shown in EOI Document details before digitally signing the same.
C	Offers submitted without digitally signed will not be accepted.
D	Offers only in physical form will not be open in any case.

4. General Instructions

- a) Documents towards payment of EOI Document Feebe kept along with EMD cover submission. The EOI Document fees for on line EOI Document will not be refunded under any circumstances.
- b) EOI Documenter has to pay E.M.D. as mentioned in EOI Document notice. EMD in the form as specified in EOI Document will be accepted.
- c) EOI Documents without EOI Document Fees, Earnest Money Deposit (EMD) and which do not fulfil all or any of the conditions or submitted incomplete in any respect will be rejected.
- d) Conditional EOI Document shall not be accepted.
- e) DISCOMreserves the right to reject any or all the EOI Documents or split the work between more than one EOI applicant without assigning any reasons thereof.

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

PART-C: SCHEDULE- 'A' & NOTE: Important

SCHEDULE-- 'A' :

Inviting Expression of Interest (EOI) for Empanelment of SPV System Supplier for "Supplying, Installation, testing and Commissioning with CMC of 7 years" for Distributed Grid connected Solar PV System for Solarization of existing connections of Agriculture pump sets within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL

Sr. No	Description	Total Quantity with sum of individual capacity PV Plants
1	Tentative total Capacity of Distributed grid connected SPV Plants of various individual capacities (ranging from 5 KW to 150 KW) to come-up on various agriculture dominant feeders (MW) in the pilot project	Tentatively Up to 200 MW

Nearby waterworks connections on the 11 KV Ag feeder may also be included for Solarization, if asked by the DISCOM. Additional HT/LT overhead distribution line if required to erect, it shall be in the scope of DISCOM.

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

PART-C: NOTE: IMPORTANT

1	AnEOI applicant should have required to submit the agreement/ MOU with the <u>Solar PV module manufacture in case the EOI applicant is not a SPV module manufacturer</u>
2	The quantity mentioned above isonly indicative. The quantity or total capacity or number of components of the Solarizationpart may vary depending upon actual requirement at the time of programme implementation and consumers' participation which will be based upon number of beneficiaries applied for this project. after empanelment, The quantity mentioned above is tentative. No Dispute for non-allotment or allotment of very less quantity shall be entertained and DISCOM'sdecision in this regards, shall be binding to the Agency. The DISCOMreserve the right to reduce/ enhance the EOI Document quantity as per their requirement at the time of finalization of the EOI Document.
3	<p>Physically Submission in sealed Main cover: -</p> <p>The following documents' Covers as stated hereunder are required to be placed separately and submitted in physical form under sealed cover as "MAIN COVER". (This cover shall be super scribe "EOI Document No: PGVCL/EOI/Ag.Solarization/___& due date of opening)</p> <p>This MAIN COVERshall contain two separate covers as under. Sub-Cover -1containing "EMD &EOI Document fee Documents cover" as per Documents mentioned in CI no 3A Sub-Cover-2Containing "Technical Offer documents cover" as per documents mentioned in CI no -3B</p> <p>3A <u>(3A) 'EMD COVER DOCUMENTS' SHALL CONTAINS THE FOLLOWING DOCUMENTS:</u></p> <p>The following documents as stated hereunder are required to be submitted in physical form under Seal cover of "EMD cover Documents". (This cover shall be</p>

Sign & Round Seal of the EOI applicant	Date and place	(Page 23 of 91)
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

3B	<p>super scribe “EOI Document No: PGVCL/EOI/Ag. Solarization/&due date of opening)</p> <p>(1)EOI Document fee amount by way of demand draft or photo copy of money receipt of EOI Document fee (self-certified), if EOI Document fee paid in cash at corporate office of DISCOM. This is mandatory</p> <p>(2) Earnest Money Deposit (E.M.D) amount by way of demand draft and /or valid Bank Guarantee in original OR documents like authenticated notarized certificate copies of</p> <p>(a) registration with small scale industries of <u>Govt. of Gujarat</u> (i.e. SSI (SSI/MSME Part-II/ UdyogAdhar Memorandum) certificate issued by Govt. of Gujarat) and</p> <p>(b) registration with CSPO/NSIC/DGS&D, for availing exemption in payment of E.M.D. Please refer Part-B of EOI Document. This is mandatory.</p> <p>Note:- Micro, Small & Medium Enterprises unit of Gujarat or outside Gujarat of India should submit the Notarized copy of either certificate/acknowledgement of entrepreneur Memorandum of DIC /SSI Part-II/MSME Part-II/UdhyogAadhar Memorandum/valid NSIC/CSPO/DGS&D certificate indicating MICRO AND SSI category of the firm/UdhyogAadhar Memorandum, in physical form in “EMD Cover Documents” for the benefit of Payment of EMD at Lower value.</p> <p>Note:The offer will be rejected out rightly; if above mandatory documents are not submitted in physical form.</p> <p><u>(3B):-‘TECHNICAL OFFER COVER ’ SHALL CONTAINS THE FOLLOWING DOCUMENTS:</u></p> <p>The following documents which are required for <i>Technical Evaluation</i> (Please refer clause no.: 61 of general and commercial terms and conditions of EOI Document for details) are required to be submitted in physical form in sealed cover of “Technical offer Cover”.</p> <p>(a) <u>Certified Documents for establishing proof of fulfilling the ‘Condition no- 61(B)(I)-of Minimum Eligibility Condition’as mentioned in the Techno -Commercial offer evaluation para no-61(B)(I).</u></p> <p>(b)<u>Certified Documents for establishing proof of fulfilling theCondition no- 61(B)(II):-</u>The details of Technical staff available with the company for execution of work are to be given in <u>Annexure – 4</u> of technical stage of online EOI Document. The copies of resumes and appropriate certificates should be submitted in Technical offer cover. The <u>Annexure -5</u> as per condition no 61(B)(III)is required to be submitted in Technical offer cover.</p>
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

	<p>(c) All Annexures duly signed and filled with documentary support - for Annexures no. 1to15</p> <p>(d) Documents as mentioned in Annexure -12 are required to be submitted in physical in Technical offer cover.</p> <p>(e) The details of similar work done in last three years are to be given in Annexure – 3 of technical stage of online EOI Document. However, the copies of the orders and certificates from the user agencies to be submitted in physical in Technical offer cover.</p> <p>(f) List of Orders executed of last three (3) years including supplies made / status of supply of pending orders etc. to GUVNL or their subsidiary companies viz. MGVCL/DGVCL/UGVCL/PGVCL/GETCO/GSECL and other Govt. dept., other DISCOM/ SEB of India, Pvt. firms, for the EOI Documented items, duly self-attested are kept in “Technical offer Cover”.</p> <p>(g) The check list (Part-D) shall be submitted in physical form in in “Technical offer cover.”</p>
4	The successful EOI applicant/s has/have to (i) Pay the security deposit amount and (ii) Execute the agreement; within 15 days from the date of receipt of LOA indicating empanelment.
5	<u>PERFORMANCE GUARANTEE TOWARDS GUARANTEE PERIOD:</u> The successful Agency will be required to pay an amount equivalent to 10 % of order value. Please refer clause no.: 60 of General and commercial terms and conditions of EOI Document.
6	<u>PERFORMANCE GUARANTEE TOWARDS SUPPLY (SECURITY DEPOSIT):</u> The successful Agency will be required to pay an amount equivalent to 10% of the value of the order. Please refer clause no.: 48 of General and commercial terms and conditions of EOI Document.
7	In case PGVCL finds that there is an attempt of cartel in the prices, PGVCL reserves the right to consider or reject any or all the parties offer without assigning any reason thereof.
8	Agency are requested to submit details of Annexure-13 in online in Technical offer stage and this is mandatory.
9	The Agency are advised to submit their offers by on line through our service provider M/s (n) Code Solutions before one day of the due date to avoid complication / dispute at later stage
10	Agency are informed that their employee authorized in writing will only be allowed as their “Authorized Representative” for all purpose to deal with PGVCL in respect of this EOI Document. Non-employee cannot deal/shall not be allowed

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

	to deal with the Company.
11	It is proposed to have integrity pact, to have best business practices in an atmosphere of trust to provide goods & services for the ultimate benefit of the society and Nation. PGVCL management desires to have an integrity pact attached herewith to be confirmed by EOI applicant. However this document is voluntarily and does not have any legal binding.
12	<p>a) After finalization of this EOI Document and shortlisting of offers, a Letter of Intent for empanelment will be issued by PGVCL to pay the registration charges and execution of agreement.</p> <p>b) The letter for Award of Empanelment will be issued by PGVCL upon payment of the registration fee Rs. 5 (five) Lac (payment of balance of fee after converting EMD in to the registration fee with consent letter) and executing the agreement.</p> <p>c) The Detail order will be place after submitting the DPR proposal by the Empanelled agency of the feeder with a list of beneficiaries and their consent forms. On scrutiny of the proposal DISCOM may issue a detail order for execution of the feeder on the proposed feeder after receiving payment towards security deposit/Bank guarantee.</p>
13	<p><u>REFUND OF EMD AND PAYMENT OF REGISTRATION FEE for Empanelment: -</u></p> <p>a) Earnest Money Deposit (EMD) of all unsuccessful Agency shall be released on finalization of EOI Documents for empanelment.</p> <p>b) EMD of successful MSME and Non-MSME Agency, who are shortlisted for the empanelment list, will be converted towards payment of the Registration fee Rs. 5,00,000/- (Rs. five lakh) for the Empanelment and shall not be released after receiving consents. The remaining amount of the Registration fee for MSME shall require to be paid for getting the empanelment order.</p> <p>c) If the EMD is paid through Bank guarantee, the shortlisted EOI applicant has to pay registration fee of Rs. 5 lakh through D.D. for releasing the Empanelment order</p>
16	If the physical documents of EOI Document will not reach to this office within mentioned date & time offer will be out rightly rejected even of successful submission of On Line EOI Document/offer.

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

17	The offer which is not opened due to any reason/s in that case the same will not be returned to the EOI applicant in any case / Circumstances, however the same shall be at the discretion of DISCOM.
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PART-D: CHECK LIST

(TO BE SUBMITTED IN PHYSICAL FORM IN SEAL COVER OF "EMD COVER DOCUMENTS" WELL AS "TECHNICAL OFFER COVER DOCUMENTS")

To ensure that your offer submitted to PGVCL is complete in all respects, please go through the following checklist & tick mark for the enclosures submitted physically in seal cover of "**Technical Offer Cover**" / uploaded in technical stage of online with your offer:

Sr. No.	Description (Submitted / up loaded)	(Yes/ No)
(A)	Following documents are kept in "EMD &EOI Document fee Cover Documents"	
1.	EOI Document Fee by DD / Money Receipt is kept in "EMD Cover Documents"	
2	Earnest Money Deposit by DD <u>OR</u> authenticated notary certified copy of registration with Small Scale Industries of Gujarat State (SSI/MSME Part-II/ UdyogAdhar Memorandum) & CSPO / NSIC / DGS & D registration certificate are kept in " EMD &EOI Document fee Cover Documents "	
(B)	Following documents are kept in " Technical Offer CoverDocuments"	
1	Certified Documents for establishing proof of fulfilling the ' <u>Condition of Eligibility Condition</u> ' as mentioned in the Techno - Commercial offer evaluation para	
2	All Annexures duly signed and filled with documentary support - for Annexures no. 1 to15	
3	The copies of the orders and certificates of similar work done in last three years (as per Annexure-3) are kept in " Technical offer Cover " and information uploaded in technical stage of on line EOI Document	
4	The documents related to Annexure-4 are uploaded in technical stage of online EOI Document & kept in "Technical offer Cover".	
5	List of Orders executed of last three (3) years including supplies made / status of supply of pending orders etc. to GUVNL or their subsidiary companies viz. MGVCL/DGVCL/UGVCL/PGVCL/GETCO/GSECL and other Govt. dept., other DISCOM/ SEB of India, Pvt. firms, for the EOI Documented	

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

	items, duly self-attested are kept in “Technical offer Cover” .	
6	The copies of registration with GSTIN Number, Permanent Account Number (PAN), EPF registration no. are is kept in “Technical offer Cover” .	
7	Factory License is kept in “Technical offer Cover” .	
8	Import-Export Code Certificate (if register) is kept in “Technical offer Cover” .	
9	Notarized Copy of BIS License (if applicable) is kept in “Technical offer Cover” .	
10	Name & address of dealers / distributors / service stations if any in Gujarat along with copy of agreements are kept in “Technical offer Cover” .	
11	The required details and documents (as per Annexure-12) and other documents, brochures, technical details are kept in “Technical offer Cover” .	
12	Notarized copy of power of Attorney in favour of a person authorized to sign EOI Documents.	
13	Project Plan	
14	Copy of EOI document and its amendments if any of this EOI Document with sign and official seal on every page.	
15	List of Partners/Directors	
16	List of Required machinery for manufacture EOI Documented Item	
17	List of Testing Facility	
18	Audited annual A/c of last 3 years certified by C.A.	
19	Quality Assurance Plan	
20	Yearly Production Capacity of each EOI Documented Item	
(C)	<p>The following documents’ covers as stated hereunder are placed separately and submitted in physical form under sealed cover as “MAIN COVER”. (This cover is super scribed “EOI Document No: EOI Document No: & due date of opening)</p> <p>This “MAIN COVER” is contained with following two separate covers as under</p> <p>Cover -1 containing “EMD & EOI Document fee Documents cover” as per Documents mentioned in CI no 3A</p> <p>Cover-2 Containing “Technical Offer documents cover” as per documents mentioned in CI no -3B</p> <p>Sealed MAIN COVER containing above two covers are sent in physical form by RPAD/ Speed post only</p>	
(D)	All online Annexures and price offer are filled up properly in e-EOI Documenting	

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

PART-E: INTEGRITY PACT OUR ENDEAVOUR

	PGVCL's COMMITMENT		PARTY's COMMITMENT
•	To maintain the highest ethical standards in business and professional	•	Not to bring pressure recommendations from outside PGVCL to influence its decision
•	Ensure maximum transparency to the satisfaction of stakeholders	•	Not to use intimidation, threat, inducement or pressure of any kind on PGVCL or any of its employees under any circumstances
•	To ensure to fulfill the terms of agreement/contract and to consider objectively the viewpoint of parties	•	To be prompt and reasonable in fulfilling the contract, agreement, legal obligations
•	To ensure regular and timely release of payment on due dates for work done	•	To provide goods and/or services timely as per agreed quality and specification at minimum cost to DISCOM
•	To ensure that no improper demand is made by employees or by anyone on our behalf	•	To abide by the general discipline to be maintained in our dealings
•	To give maximum possible assistance to all the vendors / Suppliers / Service Providers and other to enable them to complete the contract in time	•	To be true and honest in furnishing information
•	To provide all information to supplier/Empanelled Agencies relating to contract/job which facilitate him to complete the contract/job successfully in time	•	Not to divulge any information, business details available during the course of business relationship to others without written consent of DISCOM
•	To ensure minimum hurdles to vendors /suppliers / Empanelled Agencies in completion of agreement /contract/work order	•	Not to enter into carter/syndicate/understanding whether formal/non-formal so as to influence the price

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

PART-F:
GENERAL AND COMMERCIAL TERMS AND CONDITIONS

In the deed of agreement / Offer, unless the context otherwise requires, DISCOM shall mean the Chief Engineer (Tech) or his representative of the concerned DISCOM and shall include his successors and assignees.

The EOI applicant shall be deemed to have carefully examined all the papers, drawings, etc. attached in the EOI Document. If EOI applicant has any doubt as to the meaning of any portion of any condition / specification, etc. he shall before submitting the offer seek clarification from concern DISCOM so that such doubts are removed.

No deviation in specification shall be allowed and concern DISCOM's decision shall be final. The technical scrutiny committee of DISCOM shall evaluate the techno-commercial view of the EOI Document. DISCOM reserves the right to open or not to open the price offer of the Agency on the basis of their past performance of their supplied materials.

1. EOI Document should be in two offers.

a) **Techno – Commercial Offer (Online as well as Physical mode)** documents as listed in Schedule-A of EOI Document, to be submitted in physical form as mentioned in cl no 3, 3A, 3B of "PART-C- the schedule-A-NOTE:IMPORTANT"

and

b) **Price Offer (Online)** for EOI

2. Incomplete offers and amendments and additions to offers after opening of the offers will be ignored out rightly.

3. **The price offer of those Agency who are techno-commercially qualified shall only be opened.**

4. **PRICE EVALUATION and Selection of agencies for Empanelment:**

All EOI offers will be evaluated on price Rate (Rs.) per KWp basis of supply, installation, testing and commissioning grid connected SPV System with all components, BOS, Insurance & CMC of 7 years with loading GST separately as per schedule 'B' i.e. price bid : the parties however will have to give the detailed break-up of the end cost as per price offer.

Agency' offer will be shortlisted for the empanelment subject to following criteria: -

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- a) **Methodology of discover the price for empanelment will be at the sole discretion of the PGVCL. The decision of PGVCL /GUVNL for selection/ shortlisting of agencies for empanelment shall be final and binding on all the Agency.**
- b) **Those Agency, whose Offers, are having higher rates up to 25% than the empanelled rate discovered by PGVCL/GUVNL may be considered for the empanelment subject to matching of the price with the rate discovered by PGVCL for empanelment.**
- c) **Those Agency, whose Offers, are having higher rates above 25% than the empanelled rate discovered by PGVCL may be considered for the empanelment subject to the matching of the price with the discovered rate for empanelment by PGVCL after submitting the DPR proposal for project implementation in any feeder with consent of the minimum 80% consumers on that feeder for participating in the Solarization programme with necessary documentary evidence and payment of registration fee Rs. 5,00,000/- (five lakh), at sole discretion of PGVCL/GUVNL.**
- d) **PGVCL/ GUVNL reserves the right to approve further empanelment of the agencies as stated at "c" above and for the proposals received separately at DISCOM for solarization of Ag. Pump sets at the rate discovered under this EOI.**

5. QUANTITY:

The project is required to be completed for the Solarization of existing Agriculture pump sets consumers connected on different 11 KV AGDOM Feeders of various DISCOMs under GUVNL. The cumulative capacity of the distributed 5 to 150 KW SPV grid connected plants, total may be up to 200 MW.

6. Delivery Period and Project schedule: -

- a) **Commencement Period:** -
Empanelled Agencies will be given a list of feeders to be undertaken in the scheme with a commencement period of 45 days for social engineering for obtaining consents from AG consumers, preparation of feeder-level DPR and technical design by empanelled installers and submission to DisCom.
- b) The Empanelled Agencies will obtain approval/LOA and work order as per DPR within next 15 days from DISCOM.

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- c) Empanelled agency is liable to get the drawings/design / Sample/Test reports, project plan approved within the commencement period.
- d) No separate commencement period will be given.
- e) All necessary formalities must be completed within the commencement period instead of vague period.

I. Inspection, Supply, installation, testing and commission Period: -

The total period of supply, installation, testing and commissioning including Inspection and Supply of material is as under.

Execution timeframe w.r.t. number of AG consumers on the feeder:

- a) ≤ 50 consumers : 90 days
- b) 51-100 consumers : 105 days
- c) 101-150 consumers : 120 days
- d) 151-200 consumers : 135 days
- e) 201-250 consumers : 150 days
- 251+ consumers : 165 days

Empanelled agency may be allotted up to 10 no of feeders or as may be decided by competent authority. Over all completion period shall not be more than 9 Months from the date of handing over the list of feeders.

7. PENALTY towards execution of order: -

"The Design, Supply, Installation, testing & commissioning of complete ordered systems at sites to be completed within above time frame as shown above in clause no.6.

In case of delay in any feeder, or project as a whole, penalty @ 1/2% per week or part thereof plus applicable GST and cess on the total order value subject to a maximum of 10% of total order value plus applicable GST and cess would be levied."

This excludes delay in the completion of the work due to unforeseen reasons beyond the control and without fault and negligence of the EOI applicant including (but not restricted to) act of God or public anomie action of Government in its sovereign capacity, floods, epidemics, strikes, lockouts, fires and accidents. In the event of any of the aforesaid contingencies concerned DISCOM may be promptly kept informed by the EOI applicant by e-mail / followed by confirmation in writing with documentary proof within fifteen days of commencement and cessation of Force Majeure circumstances. Under such circumstances reasonable extension of time shall be granted by DISCOM. Application for such extension must be made after completion of work as per agreement. In the event of termination of the agreement, Concern DISCOM shall be at liberty to get the remaining part of the work done through any other agency / EOI

Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

- applicant at the risk and cost of successful EOI applicant and in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the EOI applicant, and the EOI applicant fails to make good the deficiency, DISCOM may recover it from the EOI applicant in any lawful manner.
8. The EOI applicant shall have to comply with all rules, regulations, laws and bylaws enforced by local and State Govt. and also the organization in whose premises the work has to be done.
 9. The EOI applicant shall not, without consent in writing of DISCOM, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.
 10. If the EOI applicant neglects to execute the work with due diligence and expedition or refuses or neglect to comply with any reasonable orders within two days of notice given in writing to the EOI applicant and if he fails to comply with the notice, then in such a case DISCOM shall be at liberty to get the work or any part of it, executed through any other agency / EOI applicant at the risk and cost of successful EOI applicant and in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the EOI applicant, and the EOI applicant fails to make good the deficiency, DISCOM may recover it from the EOI applicant in any lawful manner.
 11. PGVCL shall have at all reasonable time access to the works being carried out by the EOI applicant under this contract. All the works shall be carried out by the EOI applicant to the satisfaction of PGVCL/DISCOM.

12. Arbitration:-

Following standard **Arbitration** Clause shall become operative post award of contract to the successful EOI applicant.

Any question, dispute or difference whatsoever arises between DISCOM and EOI applicant, in connection with this agreement except as to matters, the decision for which has been specifically provided, either party may forthwith give to the other notice in writing of existence of such questions, dispute, difference and the same shall be referred to the sole arbitration of a person nominated by **Managing Director of DISCOM**. This reference shall be governed by Indian Arbitration Act prevailing at the time of dispute and the rules made there under. The award in such arbitration shall be final and binding on all the parties. Work under the agreement shall continue during the arbitration proceedings unless the DISCOM or the Arbitrator directs otherwise.

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13.DISCOM may at any time by notice in writing to the EOI applicant either stop the work altogether or reduce or cut it down. If the work is stopped altogether, the EOI applicant shall only be paid for work done and expenses legitimately incurred by him as on preparation of the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by DISCOM whose decision shall be final and binding on the EOI applicant. If the work is cut down the EOI applicant shall not be paid for the work as so cut down, but in neither case shall be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

14. Inspection of Material:-

Prior to dispatch, the materials may be inspected and tested by concern DISCOM or its consultant, at the works of OEM (Original Equipment Manufacturer), where SPV (Solar Photovoltaic) panels, Grid tie Inverters, Module mounting structure, other components of the project are manufactured. Empanelled agency shall inform DISCOM for such inspection at least 07 (Seven) days in advance before the probable date of dispatch. Materials dispatched without DISCOM's approval shall not be accepted and the DISCOM shall have right to reject it and to recover the cost so incurred, from the empanelled agency.

Cost of inspection: All the expenses related to inspection team like lodging, boarding, travelling, air tickets to be borne by the empanelled agency. The empanelled agency will provide necessary inspection & testing facility at his cost.

However, if the material is not kept ready for inspection after intimation of the offered quantity on the scheduled date for inspection then all consequences will be to suppliers account and DISCOM will recover the actual expenses of To & Fro travelling fares, if any, plus Rs.3, 500/- per day per employee.

The empanelled agency will offer Solar PV Panels, BOS and components of system for inspection at the OEM works to DISCOM and inspection can also be offered at one place in Gujarat (main distributor's place), where requisite inspection facilities are available. DISCOM reserves the right to inspect any number of SPV systems at OEM works at their discretion.

15. Guarantee and CMC: -

(a) Guarantee

The Grid connected Solar Photovoltaic System for the project supplied, installed and commissioned shall be guaranteed by the empanelled agency for a minimum period of 7-Seven years from the date of successfully commissioning of the

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lastsystem, in regard to quality of design, material, workmanship, quality of process/ manufacturing, performance, efficiency, installation, etc.

In the event any defect is found or developed in the system within guarantee period, shall be rectified/replaced by the Empanelled Agency at his own expense promptly.

In case the defects are not rectified within 2 (Two) days of the receipt of the complaint by the Empanelled Agency, DISCOM shall have full liberty to rectify such defect or undertake such repairs as may be necessary to restore the system in working condition at the risk and cost of the Empanelled Agency.

The expenditure so incurred by PGVCL shall be deducted from EOI applicant's pending claims, security, etc. and if necessary may be recovered in other mode provided under the law. In the event of failure of the complete system, if necessary, the whole system shall be replaced by the Empanelled Agency promptly.

(b) CMC: - Comprehensive Maintenance Contract for 7 years:-

This EOI Document cover seven-year Comprehensive Maintenance Contract under the scope of EOI applicant.

The seven-year comprehensive Maintenance Contract shall include comprehensive on-site guarantee and warranty for all materials and components of the system under the project as mentioned above in para no 15.(a) & (b).

During this CMC period the Empanelled Agency has to repair/replace the defective part/s or the material/s or any or all Components of the System to make it in working condition without loss of performance or degradation in efficiency and without compromising safety aspects free of cost within 3(three) days of time limit as soon as the complaint is received from the ~~PGVCL~~ or from the beneficiary directly. Also the Empanelled Agency has to undertake regular/periodical preventive maintenance of the system to avoid any future fault in the system and to improve the solar yield.

During the CMC period, the inverter monitoring, monitoring and controlling, shall be done by EOI applicant. Hence necessary reports shall be submitted by the EOI applicant in the soft/hard copies periodically to the concern authority of the DISCOM as and when asked.

Periodical maintenance:

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The record of down time and up time and periodical maintenance at least in every quarter shall have to be maintained by the Empanelled Agency in register as well as computer based software and in mobile application and shall have to be submitted to PGVCL office every week and every month.

16. Notices, Statements and other communications sent by PGVCL through registered post or e-mail or fax to the EOI applicant/ Empanelled Agency at his specified address shall be deemed to have been delivered to the EOI applicant.

17. The work shall be carried out by the Empanelled Agency with prior approval of PGVCL, Work carried out without PGVCL's approval shall not be accepted and the PGVCL shall have right to reject it. No payment will be made for it.

18. All equipment / materials shall be suitably packed for transport / carriage at site and outdoor storage during transit. The EOI applicant shall be responsible for any damage to the equipment during transit and he shall replace such damaged equipment immediately to adhere to the project completion timelines.

19. The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. 'FRAGILE, HANDLE WITH CARE' etc. The contents of each package shall bear marking that can be readily identified from the package list and packing shall provide complete protection from moisture, termites and mechanical shocks during shipment / transportation to site. Adequate protection must be provided for outdoor storage at site in tropical humid climate, wherever necessary proper arrangement for attaching signs for lifting shall be provided and all packages clearly marked with gross weight, signs showing 'UP' and 'DOWN' sides of boxes, contents of each package, order no. and date, name of the plant/equipment to which the material in the package forms the part of, and any handling and unpacking instructions considered necessary. The EOI applicant without any extra cost shall supply any material found short inside intact packing case. The EOI applicant shall ascertain prior to shipment, from concerned authorities, the transport limitations like weight and maximum allowable package size for transportation. All packing cases and packing material shall become the property of the purchaser.

20. The Empanelled Agency shall provide one copy of the instruction manual and routine maintenance manual in English & Gujarati with each item supplied or installed to PGVCL. These manuals should contain all the relevant details and drawings required for proper maintenance of the system supplied or installed. Also, Empanelled Agency is required to give one copy of maintenance manual in Gujarati to all the Beneficiaries.

21. Photographs:- The Empanelled Agency has to submit the photograph of the beneficiary person standing at the site of the Solar PV plant installed in this project

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covering Solar PV Plant, sign board fixed in Gujarati, with name of the beneficiary, Consumer number, capacity of the PV plant and date of installation.

The Empanelled Agency shall not display the photograph of the work and shall not take advantage through publicity of the work without written permission of PGVCL.

22.The inspection of materials and components of the project carried out by PGVCL's representative shall not relieve the Empanelled Agency from full responsibility of completing the project confirming to the requirement of the Contract.

23.Conditional EOI Document shall not be accepted.

24.Any other item not specifically mentioned in the specifications but which are required for Supply, Installation, Testing and Commissioning of Distributed Grid connected Solar PV plants for the project are deemed to be included in the scope of the specification as per relevant and latest IS, IEC, MNRE guidelines, standards of Rural Electrification Corporation (REC) and specified by PGVCL unless specifically excluded.

Specification of all the items covered under this EOI Document is given separately. However, if any item is left out, standard specification of relevant and latest IS, IEC, MNRE, Rural Electrification Corporation (REC) and specified by PGVCL will be applicable for the same.

25. Approval from the Electrical Inspector:-

It shall be the responsibility of the Empanelled Agency to obtain the approval of all the distributed Grid connected Solar PV plants from the concerned Electrical Inspector.

26. AMENDMENT OF EOI DOCUMENT

At any time prior to the deadline for submission of offers, PGVCL may, at its own discretion modify /add/delete/change the offering documents by amendments.

The amendment will be notified on Website. PGVCL will bear no responsibility or liability arising out of non compliance of the same in time or otherwise.

In order to afford prospective EOI applicant's reasonable time in which to take the amendment into account in preparing their offers, PGVCL may at its discretion, extend the deadline for the submission of offers.

Such amendments, clarification etc. shall be binding on the Agency and will be given due consideration by the Agency before they submit their offers and invariably

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enclose such documents as a part of the offer. All such amendments will be considered as part of EOI Document.

27. REJECTION OF EOI DOCUMENT:

The EOI applicant is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of EOI Document not as per the specification will be at the EOI applicant's risk and may result in rejection.

The offer may be rejected in case the offering schedules / annexure are not filled / partially filled and if particulars are not given in format prescribed in the EOI Document documents.

Further, the offer may summarily be rejected if it contains conditions with regard to:

- a) Different rates for the same items i.e. Rates should be quoted in the single slab only.
- b) Deviation / Addition / Alternations / Omissions in offered documents.
- c) Deviation and contradictions to the terms and conditions specified in this EOI Document.
- d) Offer with any change suggested in price pattern will be outrightly rejected.
- e) Revision of prices or any commercial terms affecting the price after opening of technical offers shall not be considered and will be ignored.

28. DISCOM's/ PGVCL RIGHTS:

DISCOM reserves the right to terminate the contract or part thereof at any time giving 01 (One) months' notice of Termination or the reasons thereof. Empanelled Agency/s will not be entitled for any compensation / damages / losses, whatsoever, on account of such termination of the Contract.

DISCOM will be entitled to deduct directly, from the bills to be paid to the Empanelled Agency, any sum or sums payable by him and which sum/sums due to the Empanelled Agency or the DISCOM is required to pay as a principal employer on account of Empanelled Agency's default in respect of all liabilities referred to.

The Agency shall specifically note that any overwriting or corrections or manuscript in the offer shall be ignored and will not be considered authentic unless same are signed and EOI applicant's Stamp / Seal is affixed.

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PGVCL reserves the right to split the contract into two or more Agency per feeder. In such cases, the term for completion period will be negotiated and reduced proportionate to the offered quantity / value.

In case of any doubt or interpretation of the terms and condition, the decision of the Chief Engineer (Tech), Paschim Gujarat Vij Company Ltd., Rajkot will be final and binding upon the Agency and no dispute in this regard will be entertained.

PGVCL reserves the right to accept any offer or reject any or all EOI Documents or cancel / withdraw or re invitation to offer without assigning any reason. Such decision of the PGVCL shall not be subject to question by any Agency and the PGVCL shall bear no liability whatsoever for such decision.

PGVCL has right to make minor changes / modifications in the Technical & Site condition matter. In such matter, decision of Chief Engineer of PGVCL shall be final and binding to the Empanelled Agency to carry out work accordingly.

29. LANGUAGE OF THE EOI DOCUMENT:

All information in the offer shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify the offer. In the event of any discrepancy in meaning, the English language copy of all documents shall govern. Notarized copy of certificate / documents provided in Hindi / Gujarati will be accepted.

30. LOCAL CONDITIONS:

It will be imperative on each EOI applicant to fully acquaint himself of all local conditions and factors which may have any effect / bearing on the execution of the works covered under this EOI Document. PGVCL shall not entertain any request for clarifications from the Agency, regarding such local conditions, post award of contract.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the EOI offer. No claim for financial adjustment to the contract awarded under this EOI Document will be entertained by the PGVCL/DISCOM. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the PGVCL, which are based on the lack of such clear information or its effect on the cost of the works to the EOI applicant. The EOI applicant can take few visits of locations of different area to get acquainted with local conditions, if required.

31. PRICE BASIS CURRENCIES AND PAYMENTS:

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EOI applicant shall indicate offer prices in Indian Rupees only.

32.EFFECT AND VALIDITY OF EOI DOCUMENT:

The submission of any offer connected with this EOI Document shall constitute an agreement that the EOI applicant shall have no cause of action or claim, against PGVCL for rejection of their offer. PGVCL shall always be at liberty to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the EOI applicant shall have no claim in that regard against the PGVCL.

The offer should be kept valid for a period of **120 days** from the date of opening of Technical offer/s. PGVCL may ask for extension in validity period. The EOI applicant will be at liberty to accept it or not.

33.SIGNING OF CONTRACT:

PGVCL will notify successful EOI agencies for empanelment. Detailed order will be placed respective DISCOM as per cl. 6 of Part-F.

Within 07 (Seven) days of receipt of the detailed "Letter Of Acceptance"-LOA, the successful EOI applicant shall acknowledge with confirmation of acceptance of terms & conditions.

The empanelled agency will prepare the contract agreement as per the Performa enclosed at **Appendix** in this EOI Document and the same will be executed within total 15 days of issue of letter of acceptance and before placement of order.

"Tripartite Agreement shall be executed amongst the empanelled agency, DISCOM and the Society/Group of farmers/beneficiary (farmer) separately for each beneficiary as per attached format at **Appendix**-within 15 days from the date of approval of each DPR proposal or date handing over the list of beneficiaries for each feeder."

34.JURISDICTION OF CONTRACT:

The laws applicable to the contract shall be the laws in force in India. The court at Rajkot (Gujarat) shall have exclusive jurisdiction in all matters arising under this contract.

35.COMPLETION OF CONTRACT:

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Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed on the expiry of the Comprehensive Maintenance during guarantee period.

36. SECURITY (Responsibility of EOI applicant):

The Empanelled Agency shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at site. The Empanelled Agency shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss up to commissioning of the system.

37. PROTECTION OF PROPERTY AND EMPANELLED AGENCY'S LIABILITY:

The successful EOI applicant shall be solely responsible for any damage resulting from his operations up to commissioning and handing over of the system. He shall also be responsible for protection of all persons including members of public and employees of the respective Discom and the employees of other Empanelled Agencies and sub-Empanelled Agencies and all public and private property including structures, building, other plants and equipment and utility either above or below the ground up to commissioning and handing over of the system.

The successful EOI applicant will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc. to provide adequate protections to persons and property. The successful EOI applicant shall be responsible to give reasonable notice to the Engineer and the Employer of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such employers, related to removal and / or replacement or protection of such property and utilities.

38. WORK & SAFETY REGULATIONS:

The Empanelled Agency shall ensure proper safety of all the workmen, materials, plants and equipments belonging to him or to the PGVCL or to others, working at the site. The Empanelled Agency shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the engineer, as they may deem necessary.

All equipments used in construction and erection by Empanelled Agency shall meet Indian/International standards and where such standards do not exist, the

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Empanelled Agency shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Empanelled Agency in accordance with manufacturer's operation manual and safety instructions and as per guidelines / rules of the PGVCL in this regard.

The successful EOI applicant shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.

The successful EOI applicant shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the PGVCL under any circumstances, whatsoever, unless expressly permitted in writing by the PGVCL to handle such fuses, wiring or electrical equipment.

In case any accident occurs during the construction / erection or during guarantee period of 05 years for the activities undertaken by the Empanelled Agency thereby causing any minor or major or fatal injury to his employees / labourer due to any reason, whatsoever, it shall be the responsibility of the successful EOI applicant to promptly inform the same to the Engineer in charge of concerned Sub Division of PGVCL in prescribed form and also to all the authorities envisaged under the applicable laws. For any fatal / nonfatal accident to human or animal or any mishap within area of installation due to mishandling or reason whatsoever attributable to EOI applicant at the time of commissioning of Solar photovoltaic plant system, successful EOI applicant has to pay compensation as provided under the relevant applicable Act.

The successful EOI applicant shall follow and comply with the employer's safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be applicable from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and employer's safety rules referred above, the latter shall be binding on the successful EOI applicant unless the statutory provisions are more stringent.

It will be the successful EOI applicant's sole responsibility to take the materials up to the installation site.

39. HANDING OVER ASSET:

After successful installation, commissioning, testing with UAT of complete system, the asset is to be handed over to the concerned engineer in-charge of the concern DISCOM. The handing over note covering the details of all the materials used and total work executed must be signed jointly by the EOI applicant of the Discom's Engineer in-charge. The copy of handing over note along with beneficiary's certificate

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

(Proforma- B of attached Appendix-3) to final bill is required to be submitted by the successful EOI applicant for release of payment.

40. INDEMNITY:

The EOI applicant agrees to defend, indemnify and hold harmless the ~~PGVCL~~, its officers, directors, consultant, agents, employees and affiliates (and their respective officers, directors, agents and employees) from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of the EOI applicant, or by an officer, director, sub-Empanelled Agency, agent or employee of the EOI applicant.

41. PGVCL / beneficiaries will bear the cost of shifting of the system. In such cases, the guarantee will be continued as per EOI Document condition.

42. REPEAT / ADDITIONAL ORDERS:

PGVCL's reserves the right to place repeat orders / additional orders on the successful Agency up to 50% of the original quantity of the order at the same prices, terms and conditions stipulated in the original contract during contractual period. In special circumstances PGVCL's reserves the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

43. TERMINATION OF CONTRACT:

In case, the supplier fails to deliver the stores / materials / equipment or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification, PGVCL's reserves the right to terminate the contract OR PGVCL shall exercise its discretionary power either:

(a) In case material is not found as per specification, PGVCL has right to seek replacement of the same material without any incremental cost to PGVCL's.

OR

(b) To purchase from elsewhere after giving due notice to the supplier on account and at the risk & cost of the supplier such stores not so delivered or other similar description without cancelling the contract in respect of the consignment not yet due for delivery

OR

(c) to cancel the contract.

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

In the event of the risk purchase of stores of similar description, the opinion of PGVCL's shall be final. In the event of action taken under clause (b) or (c) above, the supplier shall be liable to pay for any loss which PGVCL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.

The decision of PGVCL's shall be final as regards the acceptability of stores supplied by the supplier and PGVCL shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.

Further, "PGVCL's reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract.

44. GUIDELINES FOR AGENCY:

1. It is mandatory for EOI applicant to have valid test report of SPV Modules and grid tie inverters with similar or larger capacity from MNRE approved laboratories.
2. The program implementation guidelines of the GUVNL / PGVCL, as declared from time to time, for SPV program shall be applicable and followed at all times.
3. The technical specification, scope of work for which EOI Document is invited are furnished in EOI Document
4. The quantity mentioned in the EOI Document is only indicative and not final. Payment will be done only for the actual quantity executed.
5. Cost of Comprehensive Maintenance during Guarantee and warranty period and Insurance of system for 5 years is required to be included in the quoted prices.
6. The Empanelled Agency shall be responsible for overall project management, system integration and testing to complete all criteria for successful functioning of the Grid connected Solar PV plant, but not limited to the functions laid down in this documents.

45. SERVICE CENTRE

- a) Empanelled Agency has to undertake to establish one no. of Service centre with necessary spare parts and technicians in the head quarter of the Circle for which the contract has been awarded.
- b) Empanelled Agency has to undertake to perform regular visit of his technician with necessary spare parts from the Service centre established at various headquarters of the division to the beneficiary sites on 11 KV AGDOM feeders

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

selected for attending complaints and for doing regular maintenance of the system installed.

- c) The Service Centre should have adequately trained staff available for repair and maintenance of Solar PV Systems, Inverters supplied and installed.
- d) The service centre should be open for atleast 8 hours per day and 6 days a week excluding bank holidays.
- e) Empanelled Agency need to have a dedicated mobile number which should be readily available during its office hours and an e-mail ID for correspondence.
- f) Empanelled Agency shall ensure that necessary spares are always available with the service centres to provide necessary after sales service to the beneficiary during the guarantee period.

46. Resolving Complaints related to defects/ non-working / poor performance of the system: -

- a) For any problem/defect in system, Empanelled Agency shall have to replace/repair the defect of the system, resolve it and make the system operative as per the Technical specifications, within 3 (Three) days of the receipt of the complaint.

b) Logging of complain:

The concern beneficiary may also lodged their complain through developed mobile application for AG Solarization. The record of each and every complaint received and resolve with down time and up time shall have to be maintained by the Empanelled Agency in register as well as computer based software and in mobile application and shall have to be submitted to PGVCL office every week and every month.

- c) While doing repairing or rectification work, the Empanelled Agency's technician or any person is not authorized to work on PGVCL's electric line of 11 KV and LT having potential danger of electricity.

d) Penalty on part of delay occurs in resolving complaint/defect/ loss of Solar generation

The successful EOI applicant shall develop a mechanism in the OS of the central server for the computation of the loss of solar generation. The computation logic shall consider the data of the average solar generation of the other PVs of around 10 nos of surrounding such system On the basis of all, it will calculate the loss of generation in terms of KWH, itself.

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

The penalty shall be imposed on the EOI applicant as per this loss of generation. The penalty calculation mechanism shall give alert event to the authorized person of the EOI applicant immediately, after the generation loss detected and the penalty period shall be counted immediately after 48 Hrs of the complaint lodged by beneficiaries. The EOI applicant shall rectify the cause of loss of generation immediately, if fails penalty against loss of generation shall be recovered as under.

- **Penalty against loss of generation:**
 - **The Empanelled Agency shall provide prompt service to the Agriculture Consumer in times of fault of breakdown of the PV system. Any complaint received from the Agriculture Consumer/ Cooperative Society/ DISCOM shall be rectified by the Empanelled Agency within 48 (forty eight) hours of such complaint. The Empanelled Agency shall be liable for loss of generation from the PV system arising from persisting fault beyond the 48-hour period and shall compensate the Agriculture Consumer at the rate of Rs. 7.00 per kWh of generation loss beyond the 48-hour period. The loss in generation shall be decided on an hourly-basis based on the average generation of surrounding 10 such generating solar plants or nearby weather station.**

The bidder shall be issued a notice to pay the same at R&C Office of respective DISCOM within 10 days. The DISCOM shall encash the PBG immediately, if the bidder fails to pay the penalty within notice period, then.

47.LOA, Registration fee, SD&Agreement

- a) **After finalization of this EOI Document and shortlisting of offers, a Letter of Intent for empanelment will be issued by PGVCL to pay the registration charges Rs 5 (five) lac and execution of agreement.**
- b) **The letter for Award of Empanelment will be issued by PGVCL upon payment of the registration fee Rs. 5 (five) Lac (payment of balance of fee after converting EMD in to the registration fee with consent letter) and executing the agreement.**
- c) **After registration of the agencies as the empanelled agencies, the LOA and Detail order will be placed by the concerned DISCOM to in whose jurisdiction the project on 11 KV feeder to be executed and the DPR proposal is submitted by the empanelled agency to the concerned DISCOM.**

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

- d) The Detail order will be placed by DISCOM after submitting the DPR proposal by the Empanelled agency of the feeder with a list of beneficiaries and the consent of Co-operative Society/Consumers. On scrutiny of the proposal DISCOM may issue a detail order for execution of the feeder on the proposed feeder after receiving payment towards security deposit/Bank guarantee.**
- e) EMD of successful MSME and Non-MSME Agency, who are shortlisted for the empanelment list, will be converted towards payment of the Registration fee Rs. 5,00,000/- (Rs. five lakh) for the Empanelment and shall not be released after receiving consents. The remaining amount of the Registration fee for MSME shall require to be paid for getting the empanelment order.**
- f) If the EMD is paid through Bank guarantee, the shortlisted EOI applicant has to pay registration fee of Rs. 5 lakh through D.D. for getting the Empanelment order**
- f) Letter of acceptance (LOA) shall be issued through Fax / e-mail / post to the Empanelled agencies on approval of proposal with DPR submitted by them, indicating the quantity with capacity allocated to him and the security deposit amount to be deposited by him with PGVCL. The Empanelled agency will be required to deposit the requisite security deposit within 15 days from the date of receipt of Letter of Acceptance, failing which the Letter of Acceptance will be treated as cancelled. The detailed order will be issued to empanelled agency by DISCOM only after receipt of requisite security deposit and signing the contract agreement.**

48. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE:-

[Should be paid within 15 (Fifteen) days after receipt of LOA]

The successful Agency will be required to pay an amount equivalent to **10%** of the value of the order including taxes and duties as a Security Deposit for satisfactory execution of the ordered complete system. Such Security Deposit will be payable either through D.D. / Bank Guarantees. Bank Guarantees from Scheduled / Nationalized Banks as per Govt. GR No. EMD / 10 / 2016 / 328 / DMO dated 01.5.2017 will be acceptable, if the amount of security deposit payable exceed Rs.5,000/-. The Security Deposit will be accepted in the form of Demand Draft issued by schedule /Nationalized Bank, ICICI Bank, IDBI Bank, HDFC Bank in favour of DISCOM as per format attached with EOI Document with validity of 10 months.

In case, if the Bank Guarantee is furnished / submitted, it should have a clear one time validity till the completion of the installation & commissioning of all the ordered system and up to the expiry of Guarantee period from the date of commissioning of the last system.

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Bank Guarantee for interim period will not be allowed. If by any reasons the supply & commissioning period is extended, then supplier should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which PGVCL will be at liberty to encash the same. CORPORATE GUARANTEES NOT ALLOWED.

No interest will be paid on the Security Deposit. Security Deposit shall be suitably extended time to time as per requirement of DISCOM.

No EOI applicant is exempted from payment of Performance Guarantee towards execution period (Security Deposit) and towards Guarantee / Guarantee period (PBG) in any case. Security Deposit should be paid within 15 (Fifteen) days of the Letter of Acceptance.

Security Deposit will be returned on successful completion of the installation and commissioning of all the ordered systems and only after the Performance Bank Guarantee 10 % of the order value is furnished.

The EOI applicant will be allowed to convert the Bank Guarantee submitted towards SD (10 %) in to Performance Bank Guarantee (PBG).

If the full Security Deposit amount is not paid within 15 (Fifteen) days after the receipt of the Letter of Acceptance, then the LoA will be out rightly cancelled at the risk & cost of the EOI Documenter (at the discretion of PGVCL) and without entering into any correspondence and this will be binding on the EOI Documenter.

In the event of awarding the order of additional quantity, the EOI applicant will be required to deposit additional Security Deposit on prorata basis within two weeks of the issuance of LOA for the additional order quantity.

In the event of failure to supply no. of systems as contracted by the EOI applicant and as accepted by him while receiving the order, will lead to forfeiture of the Security Deposit and will lead to disqualification of the EOI applicant for transacting business with PGVCL & its Subsidiary Companies for at least two years or the time duration as may be decided by PGVCL.

- 49.**Serial Number (identification mark) must be permanently marked on all major components of the SPV systems. Metallic number plates with serial numbers duly riveted or fixed with strong adhesive for non-metallic body, as approved by PGVCL, shall be fixed on each Inverter.

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

50.AUDIT ISPECTION:-

From the lots inspected by the PGVCL Inspector, the Inspector of Audit Inspection Wing, if required, may pick up samples from the lots supplied & Installed at beneficiaries' site at random for quality check only. The samples picked up will be tested for acceptance test as decided by PGVCL at MNRE/ Government approved laboratory in presence of representatives of supplier and PGVCL as per relevant IEC/ISS/BIS/ PGVCL specifications. The test results will be binding on the suppliers and PGVCL, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to installation of the materials then in that case for whole of the rejected lot,PGVCL will deduct **maximum upto 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then PGVCL may ask for replacement at sole discretion of PGVCL or may accept with maximum deduction upto 30% (Thirty) of the End Cost Price**, and all these will be binding on the supplier. **In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by PGVCL for testing and if subsequent testing are to be carried out (which will solely at PGVCL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by PGVCL will be to supplier's account. The decision in this regard for acceptance as above of PGVCL shall be final and this will be binding on the supplier.**

51.LOCATION OF INSTALLATION:

The Grid Connected Solar PV system is required to be installed at various location of Ag. Consumers on various AGDOM Feeders across the jurisdictional area of DISCOMs of GUVNL.

The list of consumers with contracted demand shall be issued by concern subdivision office the empanelled agency. Empanelled agency shall approach each consumer to form a co-operative society. The minimum 80% agreed consumer (100% preferable) will form a co-operative society. The agency shall submit detail of agreed consumers with consent of society/consumer along with detail drawing and design of each system and will submit a DPR in a prescribed form to R&C office DISCOM.

52.PRICES:-

Prices quoted should be 'FIRM' and F.O.R. basis exclusive of Taxes and levies as per price offer schedule showing GST separately as per schedule 'B'. For supply with work portion, EOI applicant has to mention Unit End Cost with price break up of GST, Freight, Packing, Insurance charges, installation charge in price schedule. Component of taxes should be shown separately.

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Comprehensive Maintenance during guarantee period and Insurance of the complete system for 7 years is in the scope of EOI applicant.

53. VALIDITY OF THE OFFERS:

The offers will have to be kept valid for a period of 120 days from the date of opening of technical offers. In case finalization of the EOI Document is likely to be delayed, the Agency will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.

54. PACKING AND FORWARDING CHARGES:

The prices shall be inclusive of packing & forwarding charges. The stores should be strongly and adequately packed to ensure safe arrival at destination. The materials dispatched from overseas by Air / Shipping should be packed in such a way that it can withstand rough handling and possible corrosion due to exposure to salt laden atmosphere, salt spray or open storage. All packing must be clearly marked with order Number and consignee's name and address.

55. INSURANCE

(A) Transit Insurance:

All the materials under the Solarization part will be required to be supplied up to farmer's site and shall have transit insurance against all transit risks, such as damage, loss, theft, fire, etc. The transit insurance period shall cover 60 days after the date of receipt of materials at destination to enable DISCOM to check the stores fully. The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from the consignee. Transit Insurance of the material shall remain the responsibility of the EOI applicant till the time of Commissioning.

(B) Insurance for Seven Years:

The empanelled Agency has to take the insurance for the whole Solar PV systems with inverter supplied and installed by them as per the Solarization part well as the metering system supplied by third party for the risk covering, theft, damage, fire and damage or loss due to natural calamities for seven years from the date of commissioning of the last system of the project.

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The Empanelled Agency shall file insurance claim and shall be responsible to bring an insurance claim to a final settlement. And in such cases the Empanelled Agency has to restore the whole Solar PV system with inverter in working condition within 3 (Three) days without waiting for settlement of insurance claim. Insurance coverage for 5 (five) years is compulsory.

The Empanelled Agency has to submit the Insurance Policy covering risks as mentioned above for the period of five years to PGVCL immediately after commissioning of the project, failing which, the payment towards installation and commissioning part and SD will not be released until production of the insurance.

56. ACCEPTANCE OF STORES:

All or any stores and materials to be supplied at F.O.R. Destination (Farmer's site), against this contract will be subject to their acceptance by the consignee or any other Officer deputed by PGVCL for this purpose. PGVCL will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.

57. TAXATION:-

(A) Goods and Service Tax (GST) :

The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).

You shall have to submit a C.A Certificate & duly authorized Signatory of successful EOI applicant, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the EOI applicant has opted for Composition Scheme under GST Act, which should be clearly indicated in the price offer. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

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If the Supplier/Empanelled Agency has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price offer shall be final and any additional GST will have to be borne by the EOI Documenter. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/Empanelled Agency. Further Statutory Variation clause will not be applicable in case of Supplier / Empanelled Agency has opted for Composition Scheme under GST.

Supplier/Empanelled Agency should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of EOI Document only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Empanelled Agency. However, any refund received by the supplier / Empanelled Agency on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / Empanelled Agency.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Empanelled Agency within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

(B) INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act , subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

(C) STATUTORY DEDUCTION:-

statutory deduction will be made as per applicable rules & rates for TDS, Worker welfare cess, or any other taxes applicable time to time etc. All other statutory liabilities towards this contract will be on the part of Empanelled Agency.

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58.UNLOADING:

Unloading of the materials at farmer's site shall be arranged by the Empanelled Agency.

59.STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

Statutory Variation clause will not be applicable in case of Supplier / Empanelled Agency has opted for Composition Scheme under GST.

60.PAYMENT TERMS:

- a) **60% of the order value** of delivered quantity of Solar PV system at farmer's (Beneficiary's) site on submission of necessary documents in triplicate at concerned Division Office of DISCOM & after on-site verification, inspection, by Deputy Engineer of concerned Sub-division of DISCOM and / or its authorized inspection agencies as per norms of DISCOM, for which the claim is received.

Empanelled Agency should provide the bill of material for each system along with the delivery of system to the concerned Executive Engineer of division. Payment will be made by DISCOM after submission of challan, invoice in duplicate & Advance receipt to the concerned Executive Engineer Division Office of DISCOM

- b) **30% of the order value** against successful Commissioning of each Solar PV system. Installation certificate duly signed by the Deputy Engineer of the concerned Sub division / Executive Engineer Division Office DISCOM showing its installation date and performance to be submitted along with invoice.

Empanelled Agency has to submit the Project Completion Report in the format (Proforma-A, Proforma-B, Proforma-C) (Copy Enclosed-Appendix-3) along with photograph of the front view of the proposed site and after system installed & commissioned by Empanelled Agency in same view while claiming payment as per (B) mentioned above.

- c) Balance payment of 10% of the order value and security deposit (10%) shall be made after taking in to account the payment made under clause (a) & (b) above

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and against submission of 10% of order value against Performance Bank Guarantee. (drawn on Nationalized Bank, ICICI Bank, IDBI Bank and HDFC Bank as per the prescribed format attached with EOI Documents, for submission of Bank guarantee, Banks to be allowed as per the latest GR of Govt.) which should be valid for a period of 7 years from the date of completion of total order & should be submitted to Corporate Office, DISCOM.

- d) Security Deposit shall be released against submission of Performance Bank Guarantee. Performance Bank Guarantee shall be submitted after completion of ordered quantity.
- e) The supplier / Empanelled Agency / successful EOI applicant has to give Performance Bank Guarantee with validity period of additional 01 (one) month i.e. more than actual Guarantee period of 84 months (depending upon product) to safeguard Company's interest in case of any eventuality happening on the last day of the Guarantee period after office hours of the Bank or Bank holidays.
- f) Supplier has to submit Project Completion Report in the proforma (in **Proforma -A, Proforma-B, and Proforma-C of Appendix-3**) along with photograph before and after the system installed & commissioned by them while claiming payment as per (b) mentioned above.
- g) Supplier has to submit copy of Insurance policy while claiming payment as per clause (c) mentioned above.
- h) Payment will be made by the Corporate Office of concerned DISCOM
- i) In case of any type of misappropriations, cheating or intention of cheating, frauds, irregularities, malpractice, etc., DISCOM reserves the right to cancel the order without giving reasons thereof and forfeit the security deposit and / or performance bank guarantee/s and purchase the system under risk & cost of the supplier.
- j) During site inspection by DISCOM's staff / authorized representative, if the systems are found to be not installed and false report of installation & commissioning is submitted to PGVCL for claiming payment, DISCOM is empowered to take action(s) as deemed fit and or forfeit Security Deposit and / or performance bank guarantee/s.
- k) Agency are also required to quote rates inclusive of Comprehensive Maintenance during guarantee period of seven years for the systems. The rates quoted should be inclusive of charges for providing routine maintenance services at the

Sign & Round Seal of the EOI applicant	Date and place	(Page 54 of 91)
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

beneficiary's end to ensure smooth and satisfactory performance of the system. Replacement of any components of the system is included in the scope of work of maintenance at free of cost. As per the **Appendix-2** format quarterly report should be prepared and submitted to DISCOM after providing necessary services.

- l) Third Party Inspection may be carried out by the agency authorized by DISCOM (i.e. GERMI) if required.

- m) The EOI applicant should provide the bill of material for each system along with the delivery of system.

61. EOI DOCUMENT ELIGIBILITY CONDITIONS & EVALUATION CRITERIA:

61.(A) PRELIMINARY OFFER:

Documents towards payment of the EOI Document Fee and Earnest Money Deposit or notarized copy of SSI (SSI/MSME-II/UdyogAadhar Memorandum) certificate of Gujarat State and registration certification with CSPO/NSIC/DGS & D the prescribe form are required to be submitted with EOI Document. (Please refer Part -B and Part-C - Schedule-A and Note important of EOI Document).

All the documents as required to be submitted in the "E.M.D & EOI Document fee Cover" must be placed there in as mentioned in the Part -B and Part-C schedule A and -Note : important of EOI Document.

Technical Offers of only those Agency who are found qualified, based on considerations specified in the preliminary offer will be opened.

61.(B) TECHNO-COMMERCIAL OFFER:

The offers of only those Agency who fulfil the Minimum eligibility conditions and other eligibility conditions mentioned under and who have submitted the following required documents in physical form under sealed cover of "Technical Offer cover" and submitted required details / documents in on-line in respective Annexures will be considered for technical evaluation.

61.(B).(I) -MINIMUM ELIGIBILITY CONDITIONS:

- i. The EOI applicants should be:
 - A Registered Company with manufacturing facility in India for:
SPV Modules OR Solar Pump Controllers OR Grid tie Inverter (Test Certificate for any one of the above components from a MNRE accredited Test lab is mandatory)
 - OR**
 - A PV System Integrator with three years track record in OFF - GRID/ GRID Connected PV Systems.

Sign & Round Seal of the EOI applicant	Date and place	(Page 55 of 91)
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

- ii. EOI applicants should not be stopped deal or blacklisted by any Govt. Agency.
Agency who are stopped-deal or black-listed in any state would not be eligible to offer till they remove the cause of their being blacklisted.
- iii. Interested agency to have installed and commissioned at least 20 MW of PV systems with successful operation for more than 1 year.
- iv. Average turnover of the interested agency during last 3 financial years to be Rs. 30 crore/ year.
- [Certified copies of the annual return submitted to the 'Registrar of Companies' (R.O.C.) should be enclosed. For the preceding year, a summarized sheet of turnover certified by registered CA should be enclosed.
 - For proprietary/partnership companies, copies of Income Tax returns with full details of turnover should be enclosed. A summarized sheet of turnover certified by registered CA should also be enclosed.]
- v. EOI applicants should have Certified copy of valid test certificate of Solar Photovoltaic Module confirming Technical requirements as per part-G, to be submitted in the technical offer.
- vi. The EOI applicants should have valid GSTIN registration certificate in the state. A copy of which should be enclosed.
- vii. The EOI applicant shall have to submit the agreement/ MOU with the **Solar PV module manufacture in case the EOI applicant is not a SPV module manufacturer**

61.(B).(II) GENERAL:

- a. The EOI applicant should have an Engineer (B.E./B.Tech Electrical) and at least **5 Nos.** of technically qualified and well-experienced manpower having minimum level of 2nd class wireman pass certificate or better technical qualification for Installation and after sales service of the systems. Brief bio-data of the key personnel is to be given in **Annexure – 4** of technical stage of online EOI Document.
- b. The EOI applicant should have declared, if any relative is working with or employee of GUVNL /PGVCL /DISCOM in **Annexure-5**

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

The "Price offers" of only those Agency shall be opened, who qualify in techno-Commercial offer evaluation with fulfilling the criteria mentioned as above.

Offers not satisfying any of the above-mentioned criteria will be liable for rejection.

PGVCL reserves the right to accept or reject any or all the EOI Documents. Decision taken by PGVCL shall be final and binding on all.

62. Duration of Empanelment: -

The selected empanelled agency will be empanelled initially for **one year**. After completion of this period, the validity of rates may further be extended on the basis of performance of the agency and mutual consent between DISCOM and interested empanelled firms.

However, in this case the empanelment may be issued subject to revision of rates at the sole discretion of the PGVCL/GUVNL, if required.

Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Annexure -1
EOIwith Undertaking

(To be submitted in online and physical mode on the letter head of the EOI Applicant)

From:- (Full name of EOI Applicant)
address of the Organisation.....
Email ID:.....
PHONE /MOBILE NO.:.....

To:
The Chief Engineer(Tech)
Paschim Gujarat Vij Company Ltd.,
Regd. & Corporate Office, "Paschim Gujarat VijSevaSadan",
Laxminagar, Nana Mava main road,
RAJKOT-360004, GUJARAT-INDIA

Sub: Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Ref: EOI No: PGVCL/DSM/EOI/Ag. Solarization /2018-19/ 01Dt: 29/05/2018

Dear Sir,

In connection with the above subject, I / We confirm the following:

1. I/We,the undersigned.....[insert name of the 'Bidder'] having read, examined and understood in detail the Eoi document hereby submit our "Expression of Interest" in full compliance with terms & conditions of the above referred EOI. A copy of the EOI documents, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. I/ We have submitted the EOI offer in electronic form on ON-LINE mode.
2. I/We have paid the requisite amount of EMD. I/we understand that without payment of the EMD by us, our offer shall outrightly be rejected.
3. If, I/we are selected and shortlisted for the empanelment, we agree pay the Registration fee of Rs. 5,00,000/- (Five lac). We agree to convert our EMD towards payment of the Registration fee and will pay the balance amount of the Registration

Sign & Round Seal of the EOI applicant	Date and place	(Page 58 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

fee as soon as the intimation given by PGVCL against the total registration fee Rs. 5(five) lac. I/We understand that I/we shall not be empanelled if we fail to pay complete registration fee in stipulated time.

4. I/We agree to treat the bid document and other records connected with the Works as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized by you or use the information in any manner prejudicial to the safety of the Works.
5. I/We understand that you are not bound to accept the lowest or any proposal you may receive.
6. I/ We are participating, as Bidders, in not more than one Bid in this Bidding process
7. I / We declare that our offer is strictly in line with EOI Document Specification and there is no deviation. Further, I/We also agree that additional conditions / deviations, if any, found in our offer, the offer shall be outrightly rejected without assigning any reason thereof. We shall ensure that we execute such Eoi Documents as per the provisions of the EOI and provisions of such EOI Documents shall be binding on us. I/We confirm that we have not taken any deviation so as to be deemed non-responsive.
8. I/We hereby unconditionally and irrevocably agree and accept that the decision made by PGVCL and GUVNL in respect of any matter regarding or arising out of the Eoi shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.
9. I/ We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects.
10. I / We hereby submit our offer and undertake to keep our offer valid for a period of 120 days from the date of opening of technical offer. I / We hereby further undertake that during the said period, I / We shall not vary/alter or revoke my/ our offer.
11. I/We also agree to abide by and fulfill all the terms, conditions and provisions of the above mentioned offer documents.

(Signature of Applicant)

Sign & Round Seal of the EOI applicant	Date and place	(Page 59 of 91)
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

With Seal

ANNEXURE-2

(To be submitted in online and physical mode)

Manufacturing /production Capacity of EOI applicant/Agency supplier's

Sr. No	Details of the Items	Name of Manufacturer with whom EOI applicant has made MOU to supply material under this project	Firm's Per Annum Production Capacity for the items.
1	SPV Modules		
2	Grid tie Inverters		
3	Module mounting Structure		
Work execution Capacity per month: Supply, Installation, testing and commissioning of Grid connected PV Plant at site on farmer's premises			
Sr.	Plant capacity	Complete system per month	
1	5 KWp		
2	Above 5 KWp and up to 9 KWp		
3	Above 9 KWp and up to 20 KWp		
4	Above 20 KWp and up to 50 KWp		
5	Above 50 KWp and up to 100 KWp		
6	Above 100 KWp and up to 150KWp		

Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE – 3 (A)

Details of similar work experience in last three years

(To be submitted in online as well as in Physical mode of 'Technical offer cover')

Sr. No.	Name of the Company with full address, phone, fax and name of contact person with e-mail ID.	Work Description / Qty. Supplied.	Ref. date of the order	Work Order Value	Details of order & its configuration

Note:

The copies of MAJOR Work orders along with Work completion certificates should be submitted in **“Technical offer cover”**

Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE – 3 (B)

Format of Details of Similar Technical Experience
(To be submitted in Online and Physical mode)

INSTRUCTIONS:

- A. The EOI applicant shall indicate similar EPC experience of Grid-Connected Solar Photovoltaic projects herein.
- B. The EOI applicant shall duly attach the Letter of Award (LOA) from the Client, Commissioning Certificate, and Certificate of Satisfactory Completion of Work from the Client.
- C. Projects without sufficient documentary evidence of execution, commissioning and completion as per the discretion of PGVCL shall not be considered towards technical evaluation of the EOI applicant.
- D. The EOI applicant may indicate more than five (5) projects.

Sr.	Name of Client (with name and contact information of Contact Person)	SPV Project Capacity (in MW)	For Official Use Only		
			LOA attached?	Commissioning Certificate attached?	Certificate of Satisfactory Completion attached?
1.			Yes/ No	Yes/ No	Yes/ No
2.			Yes/ No	Yes/ No	Yes/ No
3.			Yes/ No	Yes/ No	Yes/ No
4.			Yes/ No	Yes/ No	Yes/ No
5.			Yes/ No	Yes/ No	Yes/ No

Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE – 4

Details of Technical staff available with the company for execution of work

(To be submitted in online as well as in Physical mode of 'Technical offer cover')

(To be completely filled by the EOI applicant)

No.	Name	Qualification	Additional Certification, if any	Total Experience, no. of years	Remarks

Note:

The copies of resumes and appropriate certificates should be submitted in "Technical offer cover"

Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE – 5

DECLARATION

(To be submitted in online and physical mode)

(Strike off whichever is not applicable)

This is to declare that Mr. / Ms. _____, employee of **GUVNL / PGVCL/UGVCL/MGVCL/DGVCL** at _____ (place), is related to our _____ (designation & name).

Note: Agency has to reproduce above declaration in the text box area with filling of all blanks.

OR

This is to declare that none of the Proprietors / Partners / Directors is having any relatives employed or working with GUVNL / PGVCL/UGVCL/MGVCL/DGVCL at any of its offices or its parent Department i.e. Energy & Petrochemicals Dept., Govt. of Gujarat.

Sign & Round Seal of the EOI applicant	Date and place	(Page 64 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE - 6

DEVIATION SHEET

(To be submitted in online and physical mode)

Any deviations offered from the terms and conditions of the offer should be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this page.

Deviation offered to Chapter No./ Clause No. of the EOI Document	Deviation offered

We, _____ (EOI applicant's name), confirm our acceptance to all terms and conditions mentioned in the EOI Document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE - 7

(To be submitted in online and physical mode)

List of Plant and Machinery

(To be completely filled by the EOI applicant)

For manufacturing of Solar PV panels:

Name and address of the EOI applicant's Supplier of SPV Modules:-

.....
.....

Sr. No.	Name of equipment	Date of purchase	Date of calibration	Utility

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE – 8

(To be submitted in online and physical mode)

Detailsof Grid connected Solar PV plant configuration of respective capacity

General Arrangement Drawing of Grid connected SPV Plant for solarization of Agriculture pump sets.

Brief description of configuration

Sign & Round Seal of the EOI applicant

Date and place

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE – 9

(To be submitted in online and physical mode)

(UNDERTAKING IN REGARD TO STOP DEAL / BLACK LIST THEREOF)

Sub: Undertaking in regard to Stop Deal / Black List thereof.

Ref: **EOI No: PGVCL/DSM/EOI/Ag. Solarization /2018-19/ 01Dt: 29/05/2018**

I / We, an authorized signatory of our company (EOI applicant) here by certify that our company (EOI applicant) is not stopped deal/blacklisted by GUVNL and or their any subsidiary company viz. GSECL / GETCO / DGVCL / PGVCL / UGVCL / MGVCL or MNRE or state Renewable development agencies across the country or by any other Govt. PSU / Govt. Company / Govt. Department in India.

Authorized Signature

Company's seal

Date

Place

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE-10

(To be submitted in online and physical mode)

Details of the Agreement/ MOU between EOI applicant and the SPV Module Manufacturer in case of EOI applicant is not manufacturer of SPV module.

If the EOI applicant is a manufacturer of the SPV module, the name & address of their works/factory where the SPV modules are manufactured is required to be mentioned in this annexure.

EOI applicant Name	
EOI applicant's address	
Manufacturers' Name where SPV modules are manufactured	
Manufacturing Works/factory address of SPV module manufacturer.	
SPV module Manufacturing works/factory is Within Gujarat / Outside Gujarat	
<i>Date of Agreement /MOU executed</i>	
<i>expiry date of the agreement/ MOU</i>	

Note:- Notarized copy of agreement / MOU between manufacturer of SPV Module and the EOI applicant (in case of EOI applicant is not manufacturer of SPV module) is/are required to be submitted in the ["Technical offer cover."](#)

Sign & Round Seal of the EOI applicant	Date and place	(Page 69 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE – 11

(To be submitted in online and physical mode)

Acceptance of Terms and conditions

Name of EOI Applicant:-.....

SR No	Terms and conditions	Accepted / Not accepted
1	Scope of work, technical specification and General & Commercial Terms and condition of EOI Document.	
2	PENALTY TERMS OF EOI DOCUMENT AGREED:	
3	<i>Penalty due to loss of generation for non attending fault/defect/complaint agreed</i>	
4	<i>Penalty for not maintaining annual CUF 18.3% agreed.</i>	
5	PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS OF EOI DOCUMENT AGREED:	
6	PERFORMANCE GAURANTEE TOCOVER GAURANTEE PERIOD (INCLUDING MAINTENANCE DURING GUARENTEE PERIOD) TERMS OF EOI DOCUMENT AGREED: (Wherever applicable):	
7	VALIDITY OF THE OFFER OF EOI DOCUMENTAGREED	
8	PAYMENT TERMS OF EOI DOCUMENT AGREED:	

Sign & Round Seal of the EOI applicant	Date and place	(Page 70 of 91)
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE – 12

Agency are required to submit the below details /documents in “technical offer cover” in physical mode submission.

Agency are required to upload the below details /documents in technical stage of online offer. The documents are required for technical offer evaluation.

- (1) List of testing equipments (must have been calibrated up dated) at the works of manufacturer for EOI Document items/s.
- (2) List of machinery installed for manufacturing EOI Document item/s at the works of manufacturer
- (3) Annual production capacity (with shift in operation) of each item manufactured
- (4) GSTIN Registration no. and date and issuing authority
- (5) Valid factory license (for manufacturer)
- (6) EPF Registration No. and date of issue in the name of EOI applicant.
- (7) The copy of Income tax PAN No. in the name of EOI applicant
- (8) Audited Accounts, financial turnover and Net worth certificate as per the eligibility conditions of the firm / EOI applicant
- (9) Performance reports, if any
- (10) Consent letter from their principals to manufacture such items whenever applicable
- (11) Copy of partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC in respect of EOI applicant
- (12) The list of order/s and the copy of order/s of EOI Document item/s of PGVCL of GUVNL and other PGVCL / SEB of the country, which is / are executed in last three years (to be submitted in physical form in “EMD Cover Document” also)
- (13) The list of order/s and the copy of order/s of EOI Document item/s of other PGVCL / SEB of the country, which is / are under execution
- (14) The documents / copies related to Annexure-3
- (15) The documents / copies related to Annexure-4
- (16) All required documents satisfying the eligibility criteria as mentioned in the Techno-Commercial offer**

Sign & Round Seal of the EOI applicant	Date and place	(Page 71 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

REVISED ANNEXURE - 13
(To be submitted in online mode)
(UNDERTAKING IN REGARD TO QUOTED PRICE)

(All bidders will have to furnish the following undertaking duly filled in, for all the quoted item/s of the tender along with online Technical)

We accept and undertake that UGVCL is authorized to place LOA/Purchase Order at lower 'unit ex- works price with GST on ex-works price' than the 'unit ex-works price with GST on ex-works price' quoted/offered by us in the present tender of UGVCL for tendered item/(s) with similar specifications as per the above tender of UGVCL, which is quoted/offered to other subsidiary company of GUVNL, during the period of past 30 days from last date of submission of this tender to next 30 days after the last date of submission of bid of this tender by UGVCL.

We also understand that LOA /Purchase Order placed by one Subsidiaries of GUVNL on the basis of above undertaking shall not be considered as 'offered' price for the tender items in subsequent tender by other Subsidiaries of GUVNL, If it is not within period mentioned above.

I/We accepts above undertaking.

Check box: To be confirmed by the bidder in ONLINE mode. If not checked, the supplier will not able to submit his bid online mode. The system shall give pop up message to supplier that in the event of non-checking of above box, he will not able to submit his bid.

NOTE:

BIDDERS MUST MENTIONED / PROVIDE TEXT / WORDS OF "CONFIRMED / NOT CONFIRMED" IN BOX OF PART [A] and "ACCEPTED / NOT ACCEPTED" IN BOX OF PART [C] OF ABOVE ANNEXURE -13 IN ONLINE MODE. THE WORDS OTHER THAN ABOVE SHOULD NOT BE ALLOWED / CONSIDERED OTHERWISE THE BID MAY BE REJECTED WITHOUT GOING IN TO FURTHER CORRESPONDANCE WITH BIDDER.

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

ANNEXURE-14

DETAILS OF THE FIRM

(TO BE SUBMITTED / FILLED IN ONLINE / e-EOI DOCUMENT FORMAT ONLY)

GENERAL INFORMATION ABOUT THE EOI APPLICANT& their OEMs

Supplier / EOI applicant Category	Manufacturer/Authorized dealer/distributor/Trader/Agent
EOI applicant / Supplier Name	
Manufacturers' Name	
Manufacturing Works/factory at	
Works Within Gujarat / Outside Gujarat	
Pvt. Firm / Public Ltd. / State Govt. Undertaking / Central Govt. undertaking	
GST Registration number and Date of EOI applicant	
PAN no PF NO	
Excise Licence No. and issue date and valid up to (in case of mfg.)	
MSEs / SSI Certificate /EM No. and Date (in case of mfg.)	
NSIC/DGS&D/CSPO Certificate No. (Should be revalidated since last 3 yrs.)	
NSIC/ DGS&D/CSPO Certificate Date.	
Whether under NSIC/ DGS&D/CSPO scheme. If Yes then Monetary limit.	Rs.
ISO Certification Details	
Name of ISO Certification Agency	
Validity Period of ISO Certification	From Date_____ to Date_____
Manufacturing facilities (a list of machinery be attached)	
Name and address of the Indian/Foreign collaborator(s) if any.	

Sign & Round Seal of the EOI applicant	Date and place	(Page 73 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Details of Technical Staff available. (Please furnish information as per Enclosed Annexure 4)			
Details of workmen on muster roll Skilled / semi-skilled / unskilled (attach copy of muster roll)			
Turnover of company for last 3 years and profit for each year. (With Annual Accounts). Duly audited/certified by C.A. firm.		Year -----Rs. _____ Year -----Rs. _____ Year ----- Rs. _____	
Has any Govt. Dept. / Undertaking ever debarred the company / firm from executing any work?			
Address of	Registered Office of EOI applicant	Factory / Works of mfg.	Authorized Representative/ Signatory
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Office)			
Phone Nos.(Residence)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			
Specimen signature			

Sign & Round Seal of the EOI applicant	Date and place	(Page 74 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

DETAILS OF PARTNERS / DIRECTORS OF FIRM / COMPANY				
Sr. No.:	Name of Partners / Directors DIN no. as applicable	e- mail ID	Address of Office & Contact Phone / Fax No. / Mobile No.	Address of Residence & Contact Phone / Fax No./ Mobile No.
1				
2				
3				
4				
5				
6				

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

APPENDIX- 1 (Format for Guarantee Card)

FORMAT FOR GUARANTEE CARD TO BE SUPPLIED WITH EACH GRID CONNECTED SOLAR PV SYSTEM

1. Name & Address of the supplier of the System:
2. Name & Address of Purchasing Agency :
3. Date of supply of the system :
4. Details of PV Module (s) supplied in the System Make (Name of the EOI applicant):
Model Serial No(s)
Wattage of the PV Module (s) under STC Guarantee valid up to
5. Details of Electronics & other BOS items:
System Make (Name of the EOI applicant) Model
Serial No(s) Guarantee valid up to
7. Designation & Address of the person to be Contacted for claiming Guarantee obligations

(Signature)
Name & Designation
Name & Address of the Agency
(SEAL)
Place & Date:

(During the guarantee period **PGVCL** reserves the right to cross check the performance of the systems with the minimum performance levels specified in the EOI Document specifications).

Sign & Round Seal of the EOI applicant	Date and place	(Page 76 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

APPENDIX- 2

QUARTERLY MAINTENANCE & SERVICING REPORT

1. DETAILS OF SOLAR PHOTOVOLTAIC SYSTEM INSTALLED

1. Supplied by :
2. Date of installation :
3. Servicing period : From to

2. USER PROFILE

1. Name and address of User:

3. TECHNICAL DETAILS

1. Module Capacity, make and serial numbers :
2. Inverter Capacity, make and serial no.

4. CHECK OF THE PRODUCT

1. Correct inclination and orientation of SPV panel :
2. Cleaning of dust from SPV panel :
3. Interconnection of modules, charge controller etc.:
4. Fuse of charge controller:
5. Working of inverter

5. DIFFICULTIES IN OPERATION/ PROBLEM FACED BY USER:

6. DIAGNOSIS DETAILS/ REPAIR ACTION:

7. DATE ON WHICH SYSTEM WAS LAST ATTENDED:

8. IT IS MANDATORY TO SUBMIT INSTALLATION WISE QUARTERLY ENERGY GENERATION DATA TO RESPECTIVE PGVCL OFFICE.

9. REMARKS:

User Name & Signature

Date:

Technician's Name & Signature

(with rubber stamp)

Sign & Round Seal of the EOI applicant	Date and place	(Page 77 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

APPENDIX-3

Project completion Report for individual Grid connected Solar PV plant

Proforma-A (by the installer)

Sr. No.	Component	Observation
1	Sanction No & Date	
2	Category: Nodal Agency /Channel partner Name and Complete Address:	
2.1	In case of Nodal Agency, Name and Complete Address of installer:	
3	Site /Location Longitude/Latitude Type (Bore well/ open well etc.)	
4	Solar PV Array Capacity:	
4.1	Make of Modules Whether imported or indigenous?	
4.2	IEC certificate: Agency Date of issue Validity (Enclose a copy of IEC certificate)	
4.3	Whether RFID tags pasted or not? If so, tags inside or outside. If not, the reason? Type of RFID	
5	Support Structures/	
5.1	Indigenous or imported	
5.2	Tracking System/ Fix (No tracking) Manual	
5.3	Seasonal Tilt Angle adjustment provided or not?	

Sign & Round Seal of the EOI applicant	Date and place	(Page 78 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

6	Grid-Tie inverter details	
6.1	Motor PumpsetCapacity (h. p.) (Beneficiary's)	
7	Electronics /controls	
7.1	MPPT provided or not? Ifyes, provide details	
7.2	Details ofInverter	
8	Monitoring Mechanism for the installed System	
8.1	Technical Person Trained to maintain the system Name oftheperson withMobileno.	
9	Dateof Commissioning (EnclosetestcertificateofSystem as per MNRErequirement)	
10	Copy of invoice and details of loan if taken from anybank	

Declaration

It istocertifythataallthe components / sub systemsand materialsincludingjunction boxes,cables,distributionboards, switches, circuitbreakers usedintheprogramareas per MNRErequirement.

(ChannelPartner / SNA)Withseal

Date:

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Place:

Proforma -B (Bythe customer)

Sr.No.	Component	Observation
1	Name ofthecustomerwith photograph (enclose USER ID proof- Pan card / Aadhaarcad / Voter ID)	PHOTOGRAPH
2	Location with GPS Lat&Long	
	Capacity(kWp&HP)	
	Location	
3	Whether trainingwasprovided by installerfor operation and maintenance	
4	Whether thefollowingdocuments were provided or not	
	I-Vcurves ofallmodules	
	Inverter manual	
	Guaranteecardfor system	
5	Dateofhandingover ofthe system	
6	Cost breakup	Total projectcost: User Share: MNRE Share: Loan:

Itis tocertifythatallinformationgiven aboveis trueandcorrectto bestof myknowledge

(User signature andstamp)

Date:

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Place:

Proforma -C Inspection report(byinspecting approval)

Sr.No.	Component	Observation
1	Site /LocationwithComplete Address	
2	Capacityofsystem Installed (kWp)	
3	Whether thesystemwas installedinshadowfree areaor not? If notmention the details	
	Anyinter moduleshadingexistsor not	
	Whether the modulescontains informationaboutcompany name,serial noandyear manufacturinginside	
4	RIFD pasted inside oroutside	
	Electronics /controls	
	Whether theinformationgivenin part Ais same orfound any deviation	
6	Structures:- tracking / fix	
7	CablesMakeand size	
8	User FeedBack	
9	Any Specific problem	

1. Signature of Userwith Stampanddate
2. Channel partner signature withstampanddate
3. Signature ofinspectingOfficer anddate

List ofenclosures:

1. Copyof invoicebilled to user
2. List ofserialno. of modules installedin thesystem
3. Test certificatesof the components

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

- 4. Statement of expenditure
- 5. Original Color photographs

Signature of the EOI applicant

Seal of the Firm

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

APPENDIX-4

(On Non-judicial stamp paper of Rs.100/- duly notarized)

A G R E E M E N T

THIS AGREEMENT made on this day of Two thousand

BETWEEN

..... (Name of the Company), having Registered Office at and represented by (Name and designation of the Authorized Officer (herein after called "**The Supplier**", which expression where the context so requires or admits shall include his legal heir, administrators, executors, assignees and legal representatives) of the **ONE PART**.

AND

..... (Name of the Company), having Registered Office at and represented by (Name and designation of the Authorized Officer (here in after called "**The Purchaser / purchaser Company**", which expression where the context so requires or admits shall include his administrators, executors, authorised person, assignees and legal representatives) of the **OTHER PART**.

WHEREAS, the Supplier willingly submitted offers for the EOI Document No.....of the Purchaser company for supply of [**Name of the material / items to be supplied by the Supplier**] as specified and as per delivery instructions provided in the Acceptance of EOI Document (AT) / Letter of Acceptance (LOA) issued vide No.....dtd..... by the Purchaser company at the accepted respective prices or rates mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the EOI Document of the Supplier for the supply for the total sum of Rs. _____ (Rupees

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

_____ only) *including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

AND WHEREAS, a list is made out in the **“SCHEDULE”** hereunder written and all of which said documents of the Schedule are deemed to form part of this agreement and included in the expression **“the Supply”** wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSES AS UNDER AND IT IS HEREBY AGREED AND DECLARED THAT:-

- (1) The Supplier has accepted the Terms and Conditions set out in the EOI Document Notice No. dtd. as well as in the form of Acceptance of EOI Document (AT) / Letter of Acceptance (LOA) No. dtd. which will hold good & valid during the period of this Agreement.
- (2) The supplier shall do and perform for all supplies and things mentioned and described in this agreement or which are implied therein or therefrom respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.
- (3) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- (4) In respect of the said EOI Document as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of Rs. (Rupeesonly) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- (5) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.

(6) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving **ONE MONTH'S NOTICE IN WRITING** without compensating the Supplier.

(7) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.

(8) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.

(9) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the EOI Documents.

(10) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.

(11) The following is the Schedule forming part of this agreement as provided herein above:

SCHEDULE

List of documents:

- 1.
- 2.
- 3.
- 4.
- 5.

Sign & Round Seal of the EOI applicant	Date and place	(Page 85 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

In witness whereof the parties hereto have set their hands and seals this day, month and year first above written.

Place:

Date:

1. Signed, Sealed and delivered by :

(Signature with Name, Designation & official seal / stamp)

For and on behalf of M/s. _____ (Supplier)
(Complete Name, Address of the authorized person of the Supplier with Authority letter or Board's Resolution in case of company)

In the presence of Name, full Address & Signatures:

i) _____

ii) _____

2. Signed, Sealed and Delivered by :

(Signature with Name, Designation & official seal / Stamp)

For and on behalf of _____ (***Purchaser***),
(Complete Name, Designation & Location / Address of the authorized officer as per DOP of the Purchaser Company)

In the presence of Name, Full Address & Signature:

i) _____

ii) _____

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

APPENDIX-5

E. M. D. BANK GUARANTEE FORMAT

FOR EOI DOCUMENT NO.: PGVCL/DSM/Ag. Solarization/2017/03

APPENDIX – I

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-)

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'EOI Documenter') wish to participate in the EOI Document No. _____ for _____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Paschim Gujarat Vij Company Ltd and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. _____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be **6 (SIX)** months from the schedule date of opening of the EOI Document. **be submitted by the EOI Documenter along with the EOI Document.**

We, _____ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at _____ (address of Bank's Registered Office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Paschim Gujarat Vij Company Ltd or any Officer authorized by it in this behalf any amount not exceeding Rs. _____ (amount of E.M.D.), (Rupees _____ (in words) to the said Paschim Gujarat Vij Company Ltd on behalf of the EOI Documenter.

We _____ (name of the Bank) also agree that withdrawal of the EOI Document or part thereof by the EOI Documenter within its validity or Non-submission of Security Deposit by the EOI Documenter within one month from the date EOI Document or a part thereof has been accepted by the Paschim Gujarat Vij Company

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

Ltd would constitute a default on the part of the EOI Documenter and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the EOI Documenter and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of EOI Documenter Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the EOI Documenter and the PGVCL/PGVCL.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (in words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (***Date of validity of the Guarantee***), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos. Signature of the Bank's Authorized Signatory with Official Round Seal.

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.

Sign & Round Seal of the EOI applicant	Date and place	(Page 88 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

APPENDIX-6

ON STAMP PAPER OF RS. 100/- FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (SD) for supply period as per Commercial Terms and Conditions of EOI Document]

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Paschim Gujarat Vij Company Ltd /NAME OF PGVCL** or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said **Paschim Gujarat Vij Company Ltd / NAME OFPGVCL** on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:

L.O.A. No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Empanelled Agencies / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."

"NOTWITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____

Sign & Round Seal of the EOI applicant	Date and place	(Page 89 of 91)
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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

_____ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ **(Date of validity of the Guarantee)**, all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorised Signatory with Official Round Seal.
--	--

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

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Expression of Interest (Eoi) for Empanelment of Agencies for Design, Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 7 years of Distributed Grid-connected Solar PV plants of Capacity 5 kW (AC) to 150 kW (AC) for providing of Solar PV System to Agricultural Consumers on various Agriculture Feeders within the jurisdiction of DGVCL, MGVCL, UGVCL and PGVCL.

APPENDIX-7

Tripartiate Agreement

in Gujarati Language

on Non-judicial Stamp paper of Rs.100/-

ત્રિપક્ષિયકરાર.

૧૦૦ -/નાનોનજ્યુડિસ્યલસ્ટેમ્પપેપર

(This is the tripartite agreement by and amongst DISCOM, Empanelled agency and the each beneficiary separately, covering various terms and conditions drafted in Gujarati language.

**(To be handover to the Empanelled agency with order of empanelment)
(The cost of the stamp paper is to be borne by the empanelled agency)**

Sign & Round Seal of the EOI applicant	Date and place	(Page 91 of 91)
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