

Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

Amendment No-2

Extension of due date of submission of

Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the Year (2019-20)

AND

Corrigendum in the Terms condition and specification of the EOI

EOI Schedule dates are amended as under:-

7	On line Preliminary, technical and Price offer i.e. On line EOI Document/ offer submission last date and time (This is mandatory)	Date:09/08/2019 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:16/08/2019 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:19/08/2019 at 11.00 hours
10	Date of opening of Technical offer document physical as well as online Technical stage (if possible)	Date:20/08/2019 at 11.00 hours
11	Tentative Date of on – line opening of Price offer stage (Price Offer) (tentative, if possible)	Date:21/08/2019 at 11.00 hours

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Corrigendum in the Terms condition and specification of the EOI are as under:-

Sr No	EOI docu . Page No	Clause No	Existing terms	Amended terms
1	49	55	<p>Transit Insurance: All the materials under the Solar system will be required to be supplied up to consumers' site and shall have transit insurance against all transit risks, such as damage, loss, theft, fire, etc. The transit insurance period shall cover <u>60 days after the date of receipt of materials at destination to enable DISCOM to check the stores fully.</u> 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.</p>	<p>This para is replaced as under: Transit insurance is not mandatory. However, the project under this EOI is turnkey based, hence it shall be the responsibility of the respective empanelled agency for successful commissioning of the Solar System.</p>
2	45	46- C)	<p><u>Penalty on part of loss of Solar generation</u> “The Performance Ratio (PR) of Grid Connected Solar Systems shall be more than 70% throughout the 5-year CMC period, and necessary efforts</p>	<p>The para is replaced as under: “The Performance Ratio (PR) of Grid Connected Solar Systems shall be more than 75% (at STC) throughout the 5-year CMC period, and necessary efforts shall be made by the Bidder to achieve it. The PR shall</p>

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		<p>shall be made by the Bidder to achieve it. The PR shall be verified by DISCOM or its authorized person/designated Third-Party Inspection Agency(TPIA) at any time and any numbers of times during the 5-year maintenance period without any prior intimation to the Bidder. The PR shall be measured on an instantaneous-basis and shall be calculated on the nameplate DC capacity of the PV system (at STC). Further, the PR shall be calculated after cleaning the PV modules and during a time when there is no shadow being cast on the PV array from objects outside the beneficiary's/ consumer's premises."</p> <p>In case the PV system fails to meet the minimum instantaneous Performance Ratio (PR) of 70%, then the Bidder shall be penalized at the rate of Rs. 1,000 per kW for each percentage shortfall in the PR for each instance of measurement. (For example, if a 5 kW system measures 68% PR during an inspection, then the Bidder shall be penalized Rs. 1,000 per kW per % x 5 kW x (70-68)% = Rs. 10,000/-) The Bidder shall be required to rectify the faults in the PV system within 1 week of such failure, after which, one more inspection shall be carried out to verify</p>	<p>be verified by DISCOM or its authorized person/designated Third-Party Inspection Agency(TPIA) at any time and any numbers of times during the 5-year maintenance period without any prior intimation to the Bidder. The PR shall be measured on an instantaneous-basis and shall be calculated on the nameplate DC capacity of the PV system (at STC). Further, the PR shall be calculated after cleaning the PV modules and during a time when there is no shadow being cast on the PV array from objects outside the beneficiary's/ consumer's premises."</p> <p>In case the PV system fails to meet the minimum instantaneous Performance Ratio (PR) of 75%, then the Bidder shall be penalized at the rate of Rs. 1,000 per kW for each percentage shortfall in the PR for each instance of measurement. (For example, if a 5 kW system measures 73% PR during an inspection, then the Bidder shall be penalized Rs. 1,000 per kW per % x 5 kW x (75-73)% = Rs. 10,000/-) The Bidder shall be required to rectify the faults in the PV system within 1 week of such failure, after which, one more inspection shall be carried out to verify the rectification. This penalty shall be deducted from the PBG of the Bidder, which shall be replenished immediately after such deduction.</p> <p>The PR may be measured once in a year.</p>
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			<p>the rectification. This penalty shall be deducted from the PBG of the Bidder, which shall be replenished immediately after such deduction.</p>	<p>The Bidder shall be required to rectify the faults in the PV system within 1 week of such failure, after which, one more inspection shall be carried out to verify the rectification.</p> <p>This penalty shall be paid by the Agency within 15 days of the Notice, failure of the same, the PBG shall be encashed.</p>
3	68	2. C)	<p>The mounting structure steel shall be as per latest IS 2062: 2011 and galvanization of the mounting structure shall be in compliance of latest IS 4759, material thickness should be minimum 2.5 mm.</p>	<p>The para is replaced as under:</p> <p>The mounting structure steel shall be as per latest IS 2062: 2011 and hot dip galvanization of the mounting structure shall be in compliance of latest IS 4759 or Cold Rolled Pre galvanized structure material is also allowed.</p> <p>The Rectangular/ square/ circular hollow pipe section used for the structure should have a minimum thickness of 2.0 mm. Other than above, the material thickness should be minimum 2.5 mm.</p> <p>The Structure design and drawing shall be duly stamped by licensed Structural designer is required to be submitted to the concerned DISCOM by the Empanelled Agency before installation for all types of structure arrangements including the extension made, as per specification.</p>

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				<p>Mounting Arrangement: -</p> <ol style="list-style-type: none"> 1. Mounting arrangement for RCC-flat roofs :- The Structure should be made byon-situ installation/removable concrete ballast made of PCC (1:2:3). 2. Mounting arrangement for metal sheet roofs: - The structure should have sufficient stability and wind withstanding capacity with ensuring that the roof remains water proof. 3. Mounting arrangement for ground installations: - The structure should be made by on-situ installation/removable concrete ballast made of PCC (1:2:3); assuring enough ground clearance to prevent damage of the module through water, animals and other environmental factors. Minimum 300 mm Ground Clearance have to be maintained.
4	70	6. a)	<p>6. PCU/ARRAY SIZE RATIO:</p> <p>a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC.</p>	<p>The para is replaced as under:-</p> <p>6. PCU/ARRAY SIZE RATIO:</p> <p>a) The recommended the solar PV array capacity in KW shall be in a range of 100%-110% of invertor capacity. i.e if the Invertor Capacity is 5 KW, then the Solar PV array capacity should be from 5 KW to 5.5 KW. For Subsidy calculation Minimum of</p>

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				<p>following three shall be considered.</p> <ol style="list-style-type: none"> 1. Applied SPV Capacity in KW at the time of registration. 2. solar PV array capacity in KWp 3. Invertor Capacity in KW
5	72, 73	9	DATA ACQUISITION SYSTEM / PLANT MONITORING	<p>Sub-Para (iii) is added as under</p> <p>iii. Installation agency shall ensure that Inverter should have provision of remote monitoring of inverter data through sim card. Required website/mobile app platform, where the user (Consumer) can access the data, should be provided/explained to consumer while installation by Empanelled Agency. Additionally, if inverter has the facility of in-built wi-fi module, that should also be explained to the consumer. Recurring cost of sim card shall be borne by consumers. All the inverter data should be made available to GUVNL and DISCOM for monitoring by giving web access.</p>
6	73	12.1	<p>LIGHTNING PROTECTION:</p> <p>The SPV power plants shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the</p>	<p>LIGHTNING PROTECTION:</p> <p>The SPV power plants shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The SPDs should also be employed to provide the protection against the surges in</p>

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		<p>SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC62305 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.</p>	<p>Distribution boxes and wherever found necessary. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC62305 standard. The protection against induced high-voltages shall be provided by the use of Metal Oxide Varistors (MOVs)/Franklin Rod type LA/Early streamer type LA and suitable separate maintenance free earthing such that induced transients find an alternate route to earth. The current carrying cable from lightning arrestor to the earth pit should have sufficient current carrying capacity according to IEC 62305. According to standard, the minimum requirement for a lightning protection system designed for class of LPS III is a copper conductor with a cross section of 16 mm² or equivalent.</p> <p>Wiring up to 30 meter wire length is included in Project Cost, beyond 30 meter, the cost of wiring shall have to be borne by the beneficiary</p>
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7	74	12.3 ii	Earth resistance shall not be more than 0.5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential-	This para is replaced as under Earth resistance should be as low as possible so as to meet the safety and protection requirements.
8	74	12.3 f	Separate earth pits shall be prepared for equipment body earthing. Lightning arrestor earth pits and equipment earth pit are to be kept separate.	This para is replaced as under Separate three earth pits shall be provided for individual three earthings viz.: DC side earthing, AC side Earthing and Lightning arrestor earthing. The earthing shall be done in accordance with latest Standards.
9	76	19	SHADOW ANALYSIS: The shadow analysis of each site has to be carried out by Bidder and shall be his responsibility to educate the user to install the system only in shadow free space. Lower performance of the system due to shadow effect shall be the responsibility of the bidder and shall be liable for penalty for lower performance.	This para is replaced as under SHADOW ANALYSIS: The shadow analysis report with the instrument such as Solar Pathfinder or professional shadow analysis software of each site has to be submitted by Bidder and shall be his responsibility to educate the user to install the system only in shadow free space. Lower performance of the system due to shadow effect shall be the responsibility of the bidder and shall be liable for penalty for lower performance.
10	76	20	PERFORMACE RATIO: The Performance Ratio of Grid Connected Systems shall be more than 70% throughout the five year maintenance period, and necessary efforts shall be made to achieve it by the bidder.	The Para is replaced as under: The Performance Ratio of Grid Connected Systems shall be more than 75% (at STC) throughout the five year maintenance period, and necessary efforts shall be made to achieve it by the bidder.

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				<p>The reference for the testing of the performance ratio shall be taken as per IS/IEC 61724 (1998): Photovoltaic System Performance Monitoring - Guidelines for Measurement, Data exchange and Analysis [ETD 28: Solar Photovoltaic Energy Systems]. The illustration of the calculation of the performance ratio is given as below for the reference.</p> <p>PR = Performance Ratio (Without correction)</p> <p>PR_{Corr} = Temperature Corrected Performance Ratio at 25°C</p> <p>P_{Gen} (kw) = Generated Power measured by Solar Meter (Instantaneous)</p> <p>Irr (kw/m²) =Solar Irradiance Measured by Pyranometer (Instantaneous)</p> <p>Kw_p =Installed DC capacity of plant at STC</p> <p>PR_{Corr} =Instantaneous Gen. of Solar Energy (Kw)</p> <p>μ=Temperature coefficient provided by module manufacturer(Negative sign % / °C).</p> <p>T_{cell}= Temperature of Cell/Module at the particular instant</p>
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				$PR = \frac{P_{Gen} (kw)}{Irr \left(\frac{kw}{m^2} \right) * K_{wp}} \times 100 \%$ $PR_{corr} = \frac{PR}{1 + (\mu (T_{cell} - 25^{\circ}C))}$ <p>Illustration:-</p> <ul style="list-style-type: none"> • Installed system DC capacity = 10 kw_p • Temperature coefficient (μ) = -0.4%/°C • Instantaneous Generated Power = 8 kW • Temperature of Cell/Module at the particular instant = 45°C • Irradiation measured by Pyranometer on surface of panel = 0.9 kw/m² $PR = \frac{7 \text{ kw}}{0.9 \frac{kw}{m^2} * 10 \text{ Kwp}} \times 100 \%$ <p>PR = 77.78 %</p> $PR_{corr} = \frac{77.78 \ %}{1 + (-0.4\% (45 - 25^{\circ}C))}$ $PR_{corr} = \frac{77.78 \ %}{1 + (-0.08)}$ <p>PR_{corr} = 84.54 %</p>
11	46	48. B)	In case the EMD is paid through Bank Guarantee, the successful bidder has to submit the B.G. for	This para is replaced as under In case the EMD is paid through Bank Guarantee having validity less

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			the period valid up to one year from the date of payment of Empanelment registration fee.	than one year or the EMD is exempted as per EOI condition, the successful bidder has to submit the B.G. for the period valid up to one year as S. D. from the date of payment of Empanelment registration fee.
12	41	34	<p><u>JURISDICTION OF CONTRACT:</u></p> <p>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.</p>	<p>This para is replaced as under</p> <p><u>JURISDICTION OF CONTRACT:</u></p> <p>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 EOI till the date of issue of Empanelment letter, after the Empanelment of the Agency that the court at respective Head Quarter of concerned DISCOM, under whose area the Empanelled Agency’s Solar roof top PV system site is situated, shall have exclusive jurisdiction in all matters arising under the contract</p>
13	35, 36	14	<p>Inspection of Material:- Para containing :-</p> <p><u>Cost of inspection:</u> 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.</p>	<p>Para is replaced as under :-</p> <p>Inspection of Material:-</p> <p><u>Cost of inspection:</u> All the expenses related to inspection team like lodging, boarding, travelling, air tickets to be borne by the concerned DISCOM. The empanelled agency will provide necessary inspection & testing facility at his cost.</p>

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			<p>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.</p>	<p>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.</p>
14	32	4. (B) e.	<p><u>4. (B) Criteria for Ranking and Shortlisting Agencies for Empanelment:</u></p> <p>e. Those Agencies of Category-A, whose weighted sum of quoted rates with effect of evaluation factor having rates higher up to 20% than the weighted sum of rate discovered under all capacities and ranges shall only be considered for the empanelment in all ranges subject to matching of the price with all the discovered rates in each capacities and ranges for empanelment.</p>	<p><u>4. (B) Criteria for Ranking and Shortlisting Agencies for Empanelment:</u></p> <p>e. Those Agencies of Category-A, whose weighted sum of quoted rates with effect of evaluation factor having rates higher up to 25% than the weighted sum of rate discovered under all capacities and ranges shall only be considered for the empanelment in all ranges subject to matching of the price with all the discovered rates in each capacities and ranges for empanelment.</p> <p>Those Agencies of Category-A, whose weighted sum of quoted rates with effect of evaluation factor having rates beyond 25% than the weighted sum of rate discovered under all capacities and ranges may be considered for the empanelment in all ranges subject to matching of the price with all the discovered rates in each capacities and</p>

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				ranges for empanelment under the Category-B.
15	32	4. (C) a)	<p>4. (C) ALLOTMENT OF QUOTA:</p> <p>a) The quota allocation for aggregate KW Capacities of SPV System shall be done in descending order in such a manner that the bidder having lowest weighted sum of all 11 capacities & ranges will get highest quota and the bidder having highest weighted sum of all 11 capacities UP TO 20 % HIGHER RATE AS MENTIONED ABOVE 4(B) e) & ranges will get lowest quota under category-A</p>	<p>This para is replaced as under:</p> <p>4. (C) ALLOTMENT OF QUOTA:</p> <p>a) All the Empanelled Agencies shall be allowed for execution of the installation of the Solar PV systems as per the registration done by them and as per their techno- financial capacity considering the capacity mentioned in annexure -2, subject to commissioning of the Systems within the time limit specified in clause no-6 of Part-F.</p> <p>In case, the commissioning of the Solar system is not carried out within the specified time limit without any acceptable cause of delay, in such case the empanelment for further registration may be liable for cancellation.</p>
16	29	4. (A) a) Price Bid –On line Examples, etc. any where mentioned the capacity	<p>(A) PRICE EVALUATION and Selection of agencies for Empanelment:</p> <p>a) Price Rate in Rs. per Wp are to be quoted by the bidders for the following System Capacities and Ranges :</p> <p>1KW, 2 KW, 3 KW, 4 KW, 5 KW, 6 KW, > 6KW to 10KW, ></p>	<p>(A) PRICE EVALUATION and Selection of agencies for Empanelment:</p> <p>a) Price Rate in Rs. per Wp are to be quoted by the bidders for the following System Capacities and Ranges :</p> <p>1KW, 2 KW, 3 KW, 4 KW, 5 KW, 6 KW, > 6KW to 10KW, > 10KW to 25KW, >25KW</p>

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			10KW to 25KW, >25KW to 50 KW, 50> 100 KW and >100 KW	to 50 KW, 50> 100 KW and >100 KW Clarification: - Range of the following individual capacity of the SPV System as mentioned above and any where in the EOI document is to be considered as mentioned here under in the on-line price bid and every places where it is relevant: 1KW =1.00 KW to 1.50 KW 2KW= 1.51KW to 2.50 KW 3KW= 2.51KW to 3.50 KW 4KW= 3.51KW to 4.50 KW 5KW= 4.51KW to 5.50 KW 6KW= 5.51KW to 6.00 KW Other ranges are unchanged. Bidders are required to consider above ranges in the on-line price bid while quoting their rates.
17	12	PART-A- 22 Definit ion	“Project Management Consultant” (PMC)/ “Consultant” : “Project Management Consultant” (PMC)/ “Consultant” Shall mean an agency which is appointed by DISCOM for project management.	Definition point sr. no. 22 is replaced as under “ Third Party Inspection Agency (TPIA)/TPI” : “ Third Party Inspection Agency (TPIA)/TPI” shall mean an agency/ agencies appointed by GUVNL/ DISCOM for inspection of SPV System installed and commissioned.
18	53	61. (B). (I) v	61.(B).(I) -MINIMUM ELIGIBILITY CONDITIONS: v. Turnover: - Turnover criteria is applicable for Category-A bidders only and for category –B bidders, there is no-criteria of Turnover.	61.(B).(I) -MINIMUM ELIGIBILITY CONDITIONS: v. Turnover: - Turnover criteria is applicable for Category-A bidders only and for category –B bidders, there is no-criteria of Turnover.

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			<p>For Category-A bidders, Average Turnover of the interested bidder during last 3 financial years shall be Rs. 50 lakh / year.</p> <p>Parent Company: Eligibility criteria of parent company of the bidder shall also be considered for bidder's eligibility criteria if the parent company is holding minimum 26% share in the bidding company. Documentary evidence shall be submitted along with the bid.</p> <p>- [Certified copies of the Annual Accounts 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 as per Annexure-8.</p> <p>- For proprietary/partnership companies, copies of Income Tax returns with full details of turn over should be enclosed. A summarized sheet of turnover certified by registered CA should also be enclosed.]</p>	<p>For Category-A bidders, Average Turnover of the interested bidder during any two financial years of last 3 financial years shall be Rs. 50 lakh / year.</p> <p>Parent Company: Eligibility criteria of parent company of the bidder shall also be considered for bidder's eligibility criteria if the parent company is holding minimum 26% share in the bidding company. Documentary evidence shall be submitted along with the bid.</p> <p>- [Certified copies of the Annual Accounts 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 as per Annexure-8.</p> <p>- For proprietary/partnership companies, copies of Income Tax returns with full details of turn over should be enclosed. A summarized sheet of turnover certified by registered CA should also be enclosed.]</p>
19	72	7. K)	The PCU/ Invertor shall have overloading capacity of minimum 15%	The para is replaced as under The PCU/ Invertor shall have overloading capacity of minimum 10%
20	60.	9.	Deposit for registration of Applications: - In case of 1-	The para is replaced as under:

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			<p>phase connectivity up to 6 KW, Rs. 1000/- per application and above 6 KW Rs. 3000/- per application shall be required to pay by the Agency to DISCOM as an adjustable deposit against Registration. This deposit shall be adjusted in the DISCOM's Estimate of Meter, Meter testing fee, SMC Box and connectivity charges. In case of non-payment of this Estimate within one month of the issue of Estimate, the above deposit will be forfeited and application for SPV System will be cancelled.</p>	<p>Deposit for registration of Applications: - An amount of Rs. 2000/- per KW of applied Solar System capacity irrespective of phase of connection per application shall be required to pay by the Empanelled Agency to DISCOM as an adjustable deposit against Registration.</p> <p>This deposit shall be adjusted in the DISCOM's Estimate of Meter, Meter testing fee, SMC Box and connectivity charges. If the Estimate charges will less than the deposit paid, the remaining amount shall be refunded to the Agency.</p> <p>In case of non-payment of this Estimate within one month of the issue of Estimate, the above deposit will be forfeited and application for SPV System will be cancelled.</p>
21	30	4.(A), e)	<p>Para second</p> <p>For Bidders ready reference, the total amount of charges towards CONNECTIVITY CHARGE, BI-DIRECTIONAL METER, METER TESTING CHARGE, SMC BOX, which are to be included by the bidder while quoting their rates for each ranges are mentioned as under:</p>	<p>This para is replaced as under</p> <p>For Bidders ready reference, the total amount of charges towards CONNECTIVITY CHARGE, Solar Generation METER, METER TESTING CHARGE, SMC BOX, which are to be included by the bidder while quoting their rates for each ranges are mentioned as under:</p>
22	3	Schedule of EOI	Schedule of EOI	Clarification:-

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

			<p>4. Earnest Money Deposit (EMD) amount in Rs.</p> <p>For 'Category-A' bidders- Rs. 7.00 lakhs (Seven lakhs Only)</p> <p>For Non-MSME Units in Rs. 7.00 lakhs (Seven lakhs Only) MSME Units in Rs. 4.00 lakhs (Four lakhs only)</p> <p>For 'Category-B' bidders- Rs. 4.00 lakhs (Four lakhs only)</p>	<p>Claim of exemption of the EMD shall be granted subjected to fulfilling the condition no '1. Earnest Money Deposit (EMD) is to be paid as under: '</p> <p>Of PART-B- Important Instruction to Agency”:</p> <p>Para-4, page no 17</p> <p>Claim of exemption of EMD or payment of EMD at lower rate shall be considered for those bidders who have submitted valid document/s for manufacturing / service units for the item under EOI with requisite qualification as per above cl. no 1 of EMD.</p>
23	53	61.(B)(I)vii)	<p>61.(B).(I) -MINIMUM ELIGIBILITY CONDITIONS:</p>	<p><u>Following condition is added in</u></p> <p>61.(B).(I) -MINIMUM ELIGIBILITY CONDITIONS:</p> <p><u>vii) Conflict of Interest among Bidders/ Agents:-</u></p> <p>A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:</p> <p>a) they have proprietor/partner(s)/ Director(s) in common; or</p>

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

				<p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/ agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or</p> <p>e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.</p> <p>f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/</p>
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

				<p>dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/ foreign agent on behalf of only one principal. <p>g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;</p> <p>h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p> <p>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</p> <p>Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with</p>
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

				other bidders for particular quoted item, as above.
24	37	15 b	<p><u>Para of</u></p> <p><u>CMC: - Comprehensive Maintenance Contract:-</u></p> <p>Periodical maintenance: 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 DISCOM office every week and every month.</p>	<p>This para of periodical maintenance is replaced as under</p> <p>Periodical maintenance: The record of periodical maintenance shall have to be maintained by the Empanelled Agency and shall be submitted to concerned beneficiary on demand.</p> <p>The cleaning of the Solar panels will be on part of the beneficiary.</p>
25	37	17	<p>The work shall be carried out by the Empanelled Agency with prior approval of concerned DISCOM, Work carried out without concerned DISCOM's approval shall not be accepted and the concerned DISCOM shall have right to reject it. No payment will be made for it.</p>	<p>This para is replaced as under:-</p> <p>The work shall be carried out by the Empanelled Agency after payment of the Estimate charges to the concerned DISCOM.</p>
26	41	36	<p><u>SECURITY (Responsibility of EOI applicant):</u></p> <p>The Empanelled Agency shall have total responsibility for all equipment and materials in his custody/stores, loose,</p>	<p>This clause is replaced as under:-</p> <p><u>SECURITY (Responsibility of EOI applicant):</u></p> <p>The Empanelled Agency shall take suitable measures for safety and security during execution</p>

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

			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.	and responsibility up to commissioning shall be with the Empanelled Agency.
27	24	Part -C 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.	Please refer sr. no.11 of this amendment
28	24	Part-C 12	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.	This para is replaced as under:- 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 Empanelment fee and execution of agreement.
29	33	6.	In the event of failure to install and commission the SPV Systems, DISCOMs will lead to forfeiture of the EMD/Security deposit cum performance guarantee up to 100% and will lead to disqualification of the Bidders for transacting business with DISCOMS for at least three years or the time duration as may be decided by the PGVCL/GUVNL.	This para is replaced as under In the event of failure to install and commission the SPV Systems , DISCOMs will lead to forfeiture of the EMD/Security deposit cum performance guarantee up to 100% and will lead to disqualification of the Bidders for transacting business with DISCOMS for at least three years or the time duration as may be decided by the Concern DISCOM /GUVNL.

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

30	42	38 Para 4	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 PGMVCL 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.	In this para please read PGMVCL/Concerned DISCOM instead of PGMVCL
31	43	43 (a)	(a) In case material is not found as per specification, PGMVCL/DISCOM has right to seek replacement of the same material without any incremental cost to PGMVCL's.	In this para please read PGMVCL/Concerned DISCOM instead of PGMVCL
32	43	43 (c)	In the event of the risk purchase of stores of similar description, the opinion of PGMVCL's/ shall be final. In the event of action taken under clause (b) or (c)	In this para please read PGMVCL/Concerned DISCOM instead of PGMVCL

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

			<p>above, the Empanelled Agency shall liable to pay for any loss which PGMVCL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.</p> <p>The decision of PGMVCL /DISCOM shall be final as regards the acceptability of stores supplied by the supplier and PGMVCL shall not be required to give any reason in writing or otherwise at any time for rejection of the stores</p>	
33	47	48 Para	<p>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 PGMVCL will be at liberty to encash the same.</p> <p><u>CORPORATE GUARANTEES NOT ALLOWED.</u></p>	<p>In this para please read PGMVCL/Concerned DISCOM instead of PGMVCL</p>
34	47	49	<p>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 PGMVCL, shall be fixed on each Inverter.</p>	<p>In this para please read PGMVCL/Concerned DISCOM instead of PGMVCL</p>

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

35	47-48	50	<p>AUDIT INSPECTION:- 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/concerned DISCOM at MNRE/ Government approved laboratory in presence of representatives of supplier and PGVCL/concerned DISCOM as per relevant IEC/ISS/BIS / PGVCL specifications. The test results will be binding on the suppliers and PGVCL/concerned DISCOM, 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/concerned DISCOM may ask for replacement at sole discretion of PGVCL or may accept with maximum deduction upto 30% (Thirty)</p>	<p>In this para please read PGVCL/Concerned DISCOM instead of PGVCL</p>
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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

			<p>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/concerned DISCOM 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/concerned DISCOM will be to supplier’s account. The decision in this regard for acceptance as above of PGVCL/concerned DISCOM shall be final and this will be binding on the supplier.</p>	
36	51	60 (C)	<p>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 <u>or</u> forfeit Security Deposit and / or performance bank guarantee/s.</p>	<p>In this para please read PGVCL/Concerned DISCOM instead of PGVCL</p>
37	47	48, i	<p>i. No any interest shall be paid on Security deposit or performance guarantee.</p>	<p>This para is replaced as under i. No any interest shall be paid on EMD, Security deposit or performance guarantee.</p>

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

38	38	PART-F 25	<p>Approval from the Electrical Inspector:-</p> <p>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.</p>	<p>The para is replaced as under:-</p> <p>Approval from the Electrical Inspector:-</p> <p>It shall be the responsibility of the Empanelled Agency to obtain the approval of the distributed Grid connected Solar PV plants from the concerned Electrical Inspector for above 10 KW</p> <p>As per cl no 10 d of part-G</p>
39	72	7, b	<p>b) Three phase PCU/ inverter shall be used with each power plant system above 6KW and In case of 6 KW or less Capacity single phase inverter shall be used.</p>	<p>This para is replaced as under</p> <p>b) Three phase PCU/ inverter shall be used with each power plant system above 6KW and In case of 6 KW or less Capacity single phase/3pahse inverter shall be used as per market availability. Also, the beneficiary is having 3-phase connection and demanding SPV Capacity 6 KW or below, in that case, 1-phase/ 3phase inverter shall be allowed.</p>
40	24	<u>PART-C:</u> <u>12. b)</u>	<p>b) The letter for Award of Empanelment will be issued by PGMVCL upon payment of non-refundable registration fee Rs.25,000/- plus GST (Twenty five thousand only plus GST) and executing the agreement.</p>	<p>The para is replaced as under</p> <p>b) The letter for Award of Empanelment will be issued by PGMVCL upon payment of non-refundable registration fee Rs.25,000/- plus applicable GST and cess extra (Twenty five thousand only plus applicable GST and cess extra) and executing the agreement.</p>

Chief Engineer (Tech)
PGVCL, Corporate Office
Rajkot

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

Revised Annexure -1
EOI condition Undertaking

(To be submitted in 'on-line' and physical mode by Both 'Category-A' and 'Category- B' bidders on the their letter head)

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 of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the Year (2019-20).

Ref: EOI No: PGMVCL/DSM/EOI/SRT /2019-20/ 01 Dt: 20/07/2019

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 out rightly be rejected.
- 3.** If, I/we are selected and shortlisted for the empanelment, we agree pay the non-refundable Empanelment Registration fee of Rs. 25,000/- plus GST (Twenty-Five Thousand plus GST). We agree to convert our EMD towards Security Deposit(SD) –which is to be retained for the Empanelment period and to be adjusted against the PBG as per the EOI terms. I/We

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Expression of Interest (EOI) for Empanelment of Agencies for Design, Supply, Installation, testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 600 MW, including five years comprehensive maintenance in the State of Gujarat during the YR (2019-20).

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 out rightly 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.
12. I/We also agree to abide by and fulfill all the terms, conditions and provisions of the mentioned in the condition 61.(B).(I) -MINIMUM ELIGIBILITY CONDITIONS: vii) Conflict of Interest among Bidders/ Agents:-

(Signature of EOI Applicant bidder)

With Seal

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