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Short Expression of Interest (EOI)

EOI Enquiry No.: XN/MKT/Solar/KUSUM/SWPS

Sub: Expression of Interest for Selection of Business Associates for Off Grid Solar Water Pumping Program under PM-KUSUM Scheme Category-B (Customer NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/202101032 Dated:-14.01.2021

ITI Limited invites Expression of Interest (EOI) for Selection of "Business Associates" for Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning with 5 years Comprehensive Warranty & its Repair and Maintenance of Off-grid Solar Photovoltaic Water Pumping Systems on Pan India basis under Pradhan Mantri Kisan Urja Surakha Evem Utthan Mahabhiyan (PM KUSUM) Scheme Category B.

Scope of Work	Selection of "Business Associates" for Design, Manufacture, Supply, Transport, Installation, Testing & Commissioning with 5 years Comprehensive Warranty & its Repair and Maintenance of off grid Solar Photovoltaic Water Pumping Systems on Pan India basis under Pradhan Mantri Kisan Urja Surakha Evem Utthan Mahabhiyan (PM KUSUM) Scheme.	
Name of Cluster/State	Pan India Basis	
Earnest Money Deposit	Rs. 1,00,000.00 (Rs One Lakh Only)	

Interested parties may view and download the document containing the detailed terms & conditions, free of cost from the website www.eprocure.gov.in and http://www.itiltd-india.com.

For ITI LIMITED

Dated: 12th Feb 2021

Dy. General Manager- Marketing

Important dates

Date of Issue/Publishing	13.02.2021, (19:00 Hrs)
Last date of receipt of Clarification	16.02.2021, (15:00 Hrs)
Last Date and Time for Submission of Bid	19.02.2021, (14:30 Hrs)
Date and Time of Opening of Technical Bid	19.02.2021, (17:00 Hrs)
Date and Time of Opening of Financial Bid	To be informed separately

In case of any clarifications on this notification and technical requirement, please contact the following-

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INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunication, Ministry of Communication and IT, is a leading telecom equipment manufacturer and total solution provider in India. ITI has diversified in to solar project business and has established state of art solar module manufacturing line. ITI make PV module are certified with BIS/IEC 61215, IEC 61730 part I & Part II and IEC 61701 certification for wattage range from 40Wp to 325Wp.

ITI wishes to address the opportunity floated by M/s Energy Efficiency Service Ltd (EESL) for Supply, Installation, Testing, Commissioning and 5 year AMC of 3,17,000 Nos Off grid Solar Water Pumping system in Pan India basis under PM-KUSUM Scheme. Category-B.

This EOI is being floated for selection/Selection of suitable Business Associates/s who is the OEM of indigenous Solar Photovoltaic Module/Solar Water Pump and have prior experience in Supply, Installation, Testing, Commissioning and AMC of Solar Module and off grid Solar Photovoltaic Water Pumping Systems.

Objective/Purpose

The Objective/purpose of this Expression of Interest is Selection of "Business Associates" for addressing various opportunities exists in Solar Water Pumping under Pradhan Mantri Kisan Urja Surakha Evem Utthan Mahabhiyan Category B to enable ITI's participation in EESL tender through consortium. The interested firm may download the documents from the website as mentioned.

The successful bidder/s selected through this EOI will sign agreement & Pre- contract Integrity Pact with ITI. ITI will submit its proposal to customer based on the techno-commercial proposal obtained from the successful bidder.

Scope of work

The broad scope of work under this EOI shall be As per Customer NIT/Bid Document No.: - EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/202101032 Dated:-14.01.2021 which covers" Design, Manufacture, Supply, Transport, Installation, Testing & Commissioning with 5 years Comprehensive Warranty & its Repair and Maintenance of Off Grid Solar Photovoltaic Water Pumping Systems on Pan India basis under Pradhan Mantri Kisan Urja Surakha Evem Utthan Mahabhiyan ,Category-B and enable ITI's participation in the tender. The Scope of work will also be covers the requirement as per the end customer tender corrigendum/ addendum/ other documents & instructions issued from the end customer from time to time in this regards. The scope of bidder shall also covers the implementation of complete project on back to back basis including liaison with program implementing agencies i.e MNRE, EESL, SNA, identification of site, bill realization, Statutory clearance, addressing the grievances of customer and implementing agencies etc

Earnest Money Deposit (EMD)

Interested bidder shall submit Earnest Money Deposit (EMD) of Rs,1,00,000.00 (Rs One Lakh Only) along

with the technical bid. No interest shall be payable on the EMD. Photocopy of EMD must be submitted

separately. In some tender where Central PSU's are exempted from paying the EMD fee in that case also

the bidder has to submit the EMD. The EMD amount of successful bidder may be converted to Security

Deposit at the time of placement of Purchase Order. EMD must be submitted through Demand Draft in

favor of "ITI Limited", payable at Prayagraj, Uttar Pradesh.

Exemption from submission of EMD: Micro & Small Enterprise registered Ministry of Micro, Small and

Medium Enterprises, Govt. of India are exempted from submission of EMD subject to submission of valid

registration certificate with the technical bid. Startups registered under Startup India Initiatives are exempted

from submission of EMD and relaxation in meeting experience and turnover criteria subject to producing

valid registration certificate by the recognized agency by GOI.

The exemption is valid only for the participation of bidder in ITI EOI for Selection. However, No

relaxation is permitted under technical eligibility criteria as sought in EOI. Any bidder exempted under

MSME/Startup category, and then the respective bidder has to submit the Security Deposit to ITI within 01

week from the date of opening of the financial bid.

Performance Security

The successful bidder/s shall ready to give a Performance Security (as per the timeline mentioned in

the end customer tender) for a period as per end customer tender for the percentage of the bidder order

value or fixed amount on pro rata basis as per bidder's order value shall be deposited in shape of

Demand Draft or Bank Guarantee and shall be returned after the performance warranty period is over.

The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of

agreement.

The Bank Guarantee should be enforceable and payable at the place mentioned in the tender. No interest

will be accrued on the Performance security amount.

Taxes & Duties: Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the

bidder. Taxes rate and nature will be on back to back basis.

EOI Type: Single bid System. Technical bids & financial bid must be submitted in a separate envelopes and

clearly marked as "Technical Bid" and "Financial bid". Both the envelop shall be placed in separate single

envelope and submitted to tendering authority clearly marked with EOI No and date.

1.0 ELIGIBILITY CONDITIONS

A. Qualification Requirement (QR)

Bidder shall fulfill following Minimum Qualification Requirement (QR):-

1. The Bidder shall be a company incorporated in India under the Companies Act, 1956 or Companies Act, 2013 engaged in the business of Solar Power since last three year. (A copy of certificate of incorporation should be furnished along with the bid in support of above).

OR

The Bidder should be a firm registered under Partnership Act, 1932 in India and engaged in the business of Solar Power in last three year. (A copy of certificate of incorporation should be furnished along with the bid in support of above).

- 2. The Bidder shall be an Original Manufacturer of Solar Pump (AC/DC) /Indigenous Solar Module with indigenous Solar Cell (DCR). (A copy of certificate of incorporation should be furnished along with the bid in support of above).
- 3. Bidder shall have valid test report of "Complete Off grid Solar Photovoltaic Water Pumping System (Minimum one complete system between 1HP to 10 HP, AC/DC) from a single NABL/MNRE/BIS approved test lab on its name. Report shall be issued against the latest MNRE Specification for off grid Solar Photovoltaic Water Pumping System The report shall be submitted along with the technical bid.

B. Experience Requirement

For Solar Module Manufacturer-

- 1. Bidder shall have experience of manufacturing and supply of minimum 10 MWp Solar Photovoltaic Modules in last three year (FY 2017-18, FY 2018-19, FY 2019-20) with indigenous Solar Cell.
- 2. Minimum 5 MW Solar Photovoltaic Modules shall have been supplied, Installed and commissioned on its name to any SNA/ Govt. Organization/ SECI/ PSUs.

Or

For Solar Pump Manufacturer-

- 3. Bidder shall have experience of Supply of minimum 2000 No's off grid Solar Photovoltaic Water Pump/systems in last three year (FY 2017-18, FY 2018-19, FY 2019-20).
- 4. Minimum 1000 No's Solar Photovoltaic Water Pumping Systems should have been supplied, Installed and commissioned on its name to any SNA/ Govt. Organization/ SECI/ PSUs.

(A copy of Work orders/PO and Completion certificates indicating its successful execution must be enclosed)

C. Cumulative Annual Turnover

- 1. Cumulative Annual Turnover of the bidder shall be minimum 30 Cr in last three financial years (FY 2017-18, FY 2018-19, FY 2019-20).
- 2. Net Worth should be positive at least in last preceding Financial Year (FY 2019-20).

Turnover of Group of company will not be considered for evaluation (A Company balance sheet duly signed by practicing CA must be enclosed).

1.1 Test Report of Product in ITI's Name

1. Successful bidder/s shall provide the test report of "Complete Off grid Solar Photovoltaic Water Pumping System (Complete system between 1HP to 10 HP, AC & DC) in the name of ITI with ITI make Solar Modules) from any NABL/MNRE/BIS approved testing laboratory. Cost of certifications in the name of ITI and submission of samples to test lab along with documentation has to be borne by the successful bidder in any case.

An undertaking shall be provided in company letter head by the authorized person not below the rank of Director/Partner of the company.

Note: Bidder will have to submit an undertaking on its letter head issued by the CA/Managing Director/Director of the company that it is financially meeting the Eligibility criteria as mentioned as above.

2.0 Payment Terms

- ITI willing to participate in the customer tender in its name. The payment to the bidder will be made on back to back basis after realization from end customer. Payment will be generally released to the vendor within 15 days after ITI has receives the payment after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user.
- The payment shall be done on the basis of actual Supply/erection of material as certified the end customer.
- No advance payment will be made during the execution of the project.

2.0 Delivery Schedule

Delivery schedule shall be as per customer tender. Bidder shall undertake to comply the delivery schedule of customer.

4.0 Guarantee/ Warranty

Materials/System shall be warranted for minimum period 5 years from the date of completion or handover (whichever is later) or as per customer's tender.

5.0 Liquidated Damages (LD)

Liquidated Damages shall be levied on back to back basis.

6.0 Training

Training of customer officers/representatives will be the responsibility of the selected Bidders/vendor.

7.0 Contractual Period

The successful Bidder shall so organize his resources and perform his work defined in the scope of work so as to complete it not later than the date agreed to. Failing which LD will be applicable.

8.0 Extension of Contract

Contract will be extended as the customer extend the contract period.

9.0. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. If required extra terms & conditions could be added to the existing terms & condition, it has to be complying by the firms.

(In case of contradiction the general terms & conditions will be superseded by the special terms & conditions.)

10.0 AMC / COMPREHENSIVE AMC

AMC/ CAMC, if awarded by the end Customer to ITI then ITI may award AMC/CAMC to the successful declared bidder in this EOI.

11.0 Selection Criteria:

Bidder/s who fulfills the requisite criteria mentioned in the EOI and offer maximum margin to ITI shall be declared as qualified bidder and a letter of selection will be issued by ITI to the qualified bidder being the business associates of ITI for Solar Water Pumping Program.

General Conditions

- 1. All the relevant Test certificates/receipts for submission of samples from Test Lab of various Components as mentioned in the EOI shall be provided along with the bid.
- 2. Bidder shall provide the following details
 - a. Make & Model No.
 - b. Technical Specifications
 - c. Datasheets of each component
 - d. Drawings
 - e. Technical & Operational Manual
 - f. Un-priced BOQ,
 - g. Clause wise compliance to the technical specification as per BOQ.
- 3. The bidder should be an ISO 9001:2015 accredited company.
- 4. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
- 5. Bidder should Sign & Stamped on each page of EOI.
- 6. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the Tender Too" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
- 7. Offer shall be liable to be rejected if there is/are any deviation(s) from the specifications mentioned in the customer tender.
- 8. Escalation in price (except where price variation clause is applicable), will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.
- 9. Bidder who is Micro & Small Enterprise should enclose copy of valid Certificate of Registration with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India to avail benefits under the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 and its amendments".
- 10. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
- 11. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
- 12. Vendor Profile should be submitted along with the bid.
- 13. Quotation/offer shall be submitted in hard copy at least one day before of opening of Technical bid.
- 14. The bids should be spiral bounded and each page should be serial numbered.
- 15. ITI reserves the right to suspend or can ITI the EOI process at any stage, to accept, or reject any or all offers at any stage of the process and / or to modify process, or any part thereof, at any time without assigning reason, any obligation or liability whatsoever.
- 16. During the evaluation of EOI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EOI to ITI to complete the evaluation.

- 17. Bidder must submit the signed Integrity Pact along with the techno commercial bid.
- 18. Bidder shall be ready to form a consortium with ITI to address the tender.
- 19. Selected L-1 bidder will provide the competitive prices as per requirement of EESL tender document to enable ITI to participate in the tender as lead bidder.

Authorized Signatory: All certificates and documents received as part of offer shall be signed by the "Authorized Representative". Power of attorney in favor of the person signing the documents (On Rs 100 Non Judicial Stamp paper).

Validity of Offer: Offer shall be valid for 180 days.

Late Offer: Any bid offer received after the prescribed time line shall be rejected.

Language of offers: The offers submitted by bidder, all the correspondences and documents relating to the offers exchanged by the bidder shall be in English language.

Cost of EOI: The vendor shall bear all cost associated with the preparation & submission of its EOI including cost of presentation for purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process. In this case, submissions of required material as per sample plan of certifying agency is to be arranged & provided free of cost by bidder.

Amendment of EOI: At any time prior to the last date for receipt of offers, ITI may for any reason, whether at its own initiate for in response to a clarification requested by a prospected vendor modified by the EOI document by an amendment. In order to provide prospective vendor reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion extend the last date for the receipt of offers and / or make other changes in the requirements set out in the invitation for EOI.

Disclaimer: ITI and / or its officers employees disclaim all/ any liability from any loss or damage whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts estimates, or projections contained in this documents or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and / or any of its officers, employees.

Other Important Terms & Conditions:

- **1.** Only successful bidders will be informed for Selection. All the techno commercial terms & payment terms will be on back to back basis. Payment receive from the customer will be realized through ESCROW account.
- **2.** ITI shall have the right to appropriate the outstanding amount, if any, recoverable from the vendor/contractor/bidder, under any other contract, from the payment under this contract, to be made by ITI.
- **3.** All the financial terms like Payment, taxation, LD & other will be on back to back basis as per the above cited EOI and customer Terms & conditions received by ITI in its PO/Work Order.
- **4.** It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment free of cost.

- **5.** Vendor will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer tender (in case provided by the customer) or will be provided by ITI. In case of conflict between ITI's terms & conditions and the terms & condition as per customer's tender, the ITI's terms & conditions prevail over said customer terms & condition.
- **6.** It will be the sole responsibility of the bidder to provide the following document for ITI's participation in the tender:
 - a. Technical-commercial Proposal as per the customer tender.
 - b. Demonstration of Product in case required by the customer.
 - c. Any other document required as per customer Tender will be the bidder's responsibility to arrange the same.
- 8. In case Acceptance Test Procedure (ATP) is mentioned in the customer tender or is conducted by the customer at any stage, it will be on back to back basis and the ATP test will be conducted as per the customer tender/document or ITI will provide the ATP procedure after consultation with customer..

Additional work may be required to carry out according to the actual site conditions. Any item/Work, which is not specifically mentioned and not paid by customer but necessary for making the system functional, shall be deemed to be included in the scope of the work of the vendor and shall be supplied and installed without any extra cost to ITI.