

9.	Consent letter to be submitted from Solar PV Module manufacturers regarding supply of SPV Module and Inverter Manufactures regarding supply Inverter all range and capacity with Remote Monitoring hardware is kept in "Technical offer Cover" .	
10	Copy of partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC in respect of EOI applicant is kept in "Technical offer Cover" .	
9	For Turnover and Net worth of company for last three financial year, Practicing CA certificate attached & uploaded online) (Annexure-8), Audited Annual A/c of last 3 years certified by C.A.	
10	Name & address of dealers / distributors / service stations if any in W.B 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 favor of a person authorized to sign EOI Documents	
13	Copy of EOI document and its amendments if any of this EOI Document with sign and official seal on every page, in spiral bound .	
14	List of Partners/Directors	
(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 Document cover" as per Documents mentioned in Part-C, Cl no 3A</p> <p>Cover-2 Containing "Technical Offer documents cover" as per documents mentioned in Part- C, Cl 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 Annexure and price offer are filled up properly in e-EOI Documenting	

PART-E: INTEGRITY PACT OUR ENDEAVOUR

	WBSEDCL's COMMITMENT		PARTY's COMMITMENT
●	To maintain the highest ethical standards in business and professional	●	Not to bring pressure recommendations from outside WBSEDCL to influence its decision
●	Ensure maximum transparency to the satisfaction of stakeholders	●	Not to use intimidation, threat, inducement or pressure of any kind on WBSEDCL 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 WBSEDCL
●	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 WBSEDCL
●	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

Part F - General and Commercial Terms and conditions including EOI offer eligibility conditions & evaluation criteria

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 submit the offer seek clarification from WBSEDCL so that such doubts are removed.

No deviation in specification shall be allowed and WBSEDCL's decision shall be final. The Tender inviting authority of WBSEDCL shall evaluate the techno-commercial offer of the EOI Document. WBSEDCL 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/ Technical Bid (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 (Category-A) who are techno-commercially qualified shall only be opened.**
4. **(A) PRICE EVALUATION and Selection of agencies for Empanelment:**
 - a) **Price Rate in Rs. per Wp** are to be quoted by the bidders for the following System Capacities and Ranges:
1.00 kW, 1.00 kW to 2.00 kW, >2.00 kW to 3 kW, >3 kW to 5 kW, >5 kW to 6 kW >6 KW to 10 KW, >10 kW to 100 KW, > 100KW upto 500 kW
 - b) **All EOI offers will be evaluated on Price Rate in Rs. per Wp basis for each of the SPV System Capacities & Ranges INCLUSIVE of total system cost, its installation, commissioning, transportation, insurance, five years CMC, and applicable fees, CONNECTIVITY CHARGES including COST OF METER & SMC Box,CT,PT,Kiosk if required and METER,CT,PT TESTING FEE, etc., including GST and all applicable taxes & duties for determining L1 rate in each of the SPV Capacities & ranges.**

- c) The applicable fees shall be borne by the Consumer, charges for CONNECTIVITY CHARGES including COST OF METER & SMC Box, CT, PT, Kiosk if required and METER,CT,PT TESTING FEE, etc., shall be borne by the Empanelled Agencies and shall be paid separately to the concerned WBSEDCL by the Consumer. The consumer shall deduct these charges from the amount required to be paid by him towards non-subsidy portion to the Agency.
- d) The Distribution system strengthening cost, if required, shall have to be borne by the beneficiary applicant.
- e) In accordance with the net metering regulations announced by the WBERC net metering connectivity charges payable to the WBSEDCL. Also, charges towards respective capacity of bidirectional Meters, SMC Boxes and Meter testing fee. These charges as applicable for the required capacity shall require to be paid by the Applicant to the concerned WBSEDCL as per the Quotation issued by WBSEDCL . So the Agency are required to include these charges while quoting their rates in the price bid. Empanelled Agency shall not be allowed to collect these charges from the Applicant over and above the SPV system cost based on the discovered rates announced by the WBSEDCL.

For Bidders ready reference, the total amount of charges towards CONNECTIVITY CHARGE(Including CT, PT, Breaker if Required) , Solar Generation METER, METER TESTING CHARGE, SMC BOX, which are to be included by the bidder while quoting their rates for each ranges

Note: - 1 Ph Meter is required up to 6 kW of connected load and above 6 kW 3 Ph meter is required for metering Infrastructure. In case of difference of cost of Metering infrastructure between EOI cost as above and WBSEDCL decided cost, the differential thereof is to be paid by consumer.

Note : - 2 With reference to the order of West Bengal Electricity Regularity Commission In the matter of Case No. WBERC/A-82/1 dated 19.03.2021 the commission has allowed net-metering to all agricultural consumer and other consumer having sanction load upto 5 kW and Net –billing to the consumer having sanction load above 5kW.

- f) Rates quoted by Bidder will be on F.O.R. destination at consumers premises basis, Price shall be inclusive of taxes, levies, duties, packing, forwarding, freight, insurance, loading unloading, supply, installation, commissioning, meter charges, meter testing fee, SMC Box charge, connectivity charges, 5 years CMC Charges etc. and any/ all charges for successful Supply and Installation of the systems at any locations in the State of W.B and all other miscellaneous expenses of marketing, commissions etc. if any.

The rates quoted by the Bidder will be inclusive of GST or any other taxes applicable to such work. Any escalation in such taxes/ levies during the tenure of the offer/ Empanelment will not be paid by Consumers and **Bidders are advised to take in to consideration any such escalations in the prevailing taxes/levies/duties. In no circumstances, escalation in the prices will be entertained.**

- g) Methodology to discover the price in respect of each of the system capacities and ranges for empanelment will be at the sole discretion of the WBSEDCL. The decision of WBSEDCL for selection/ shortlisting of agencies for empanelment shall be final and binding on all the Agency.

4. (B) Criteria for Ranking and Shortlisting Agencies for Empanelment:

- a) Price ranking will be done considering weighted sum of all quoted rates by the bidder for all 8 nos. of individual capacities and ranges of Solar PV Systems by multiplying the quoted rates with the ‘Factor for Evaluation’ as mentioned in the on line price bid
- b) The example calculating weighted sum of all individual capacities of solar PV systems is under:

Bidder-1

Sl.		Solar Rooftop PV System Capacity/Capacity range in KW	Rate in Rs. Per Wp to be quoted by bidder (Including GST)		COST OF BI-DIRECTIONAL METER & SMC Box, METER TESTING FEE (Rs.)	Total Rate in Rs. Per Wp (DC) (including GST)		Factor for Evaluation	COST FOR EVALUATION				
[A]		[B]	[C]		[E]	[F = C]		[G]	[H = F x G]				
1	Bidder-1	1.00 KW	Rs.	46.83	/ Watt(DC)	Rs.	2,950.00	Rs.	46.83	/ Watt(DC)	25.00%	Rs.	11.7068
2	Bidder-1	>1.00KW to 2.00 KW	Rs.	46.56	/ Watt(DC)	Rs.	2,950.00	Rs.	46.56	/ Watt(DC)	30.0000%	Rs.	13.9665
3	Bidder-1	>2.00 KW to 3.00 KW	Rs.	46.34	/ Watt(DC)	Rs.	2,950.00	Rs.	46.34	/ Watt(DC)	15.0000%	Rs.	6.9506
4	Bidder-1	> 3.00 KW to 5.00 KW	Rs.	45.74	/ Watt(DC)	Rs.	2,950.00	Rs.	45.74	/ Watt(DC)	15.0000%	Rs.	6.8607
5	Bidder-1	> 5.00 KW to 6.00 KW	Rs.	45.03	/ Watt(DC)	Rs.	2,954.00	Rs.	45.03	/ Watt(DC)	0.5000%	Rs.	0.2252
6	Bidder-1	> 6.00 KW to 10.00 KW	Rs.	44.01	/ Watt(DC)	Rs.	13,410.00	Rs.	44.01	/ Watt(DC)	8.0000%	Rs.	3.5205
7	Bidder-1	> 10.00 KW(DC) and up to 100KW(DC)	Rs.	43.01	/ Watt(DC)	Rs.	14,383.00	Rs.	43.01	/ Watt(DC)	4.0000%	Rs.	1.7202
8	Bidder-1	> 100 KW(DC) and up to 500 KW(DC)	Rs.	38.01	/ Watt(DC)	Rs.	61,390.00	Rs.	38.01	/ Watt(DC)	2.5000%	Rs.	0.9503
Weighted Sum										45.9041			

Bidder-2

Sl.		Solar Rooftop PV System Capacity/Capacity range in KW	Rate in Rs. Per Wp be quoted by bidder (Including GST)		COST OF BI-DIRECTIONAL METER & SMC Box, METER TESTING FEE (Rs.)	Total Rate in Rs. Per Wp (DC) (including GST)		Factor for Evaluation	COST FOR EVALUATION				
[A]		[B]	[C]		[E]	[F = C]		[G]	[H = F x G]				
1	Bidder-2	1.00 KW	Rs.	47.83	/ Watt(DC)	Rs.	2,950.00	Rs.	47.83	/ Watt(DC)	25.00%	Rs.	11.9575
2	Bidder-2	>1.00KW to 2.00 KW	Rs.	43.56	/ Watt(DC)	Rs.	2,950.00	Rs.	43.56	/ Watt(DC)	30.0000%	Rs.	13.0680
3	Bidder-2	>2.00 KW to 3.00 KW	Rs.	42.47	/ Watt(DC)	Rs.	2,950.00	Rs.	42.47	/ Watt(DC)	15.0000%	Rs.	6.3705
4	Bidder-2	> 3.00 KW to 5.00 KW	Rs.	42.47	/ Watt(DC)	Rs.	2,950.00	Rs.	42.47	/ Watt(DC)	15.0000%	Rs.	6.3705
5	Bidder-2	> 5.00 KW to 6.00 KW	Rs.	40.29	/ Watt(DC)	Rs.	2,954.00	Rs.	40.29	/ Watt(DC)	0.5000%	Rs.	0.2015
6	Bidder-2	> 6.00 KW to 10.00 KW	Rs.	40.29	/ Watt(DC)	Rs.	13,410.00	Rs.	40.29	/ Watt(DC)	8.0000%	Rs.	3.2232
7	Bidder-2	> 10.00 KW(DC) and up to 100KW(DC)	Rs.	40.29	/ Watt(DC)	Rs.	14,383.00	Rs.	40.29	/ Watt(DC)	4.0000%	Rs.	1.6116

8	Bidder-2	> 100 KW(DC) and up to 500 KW(DC)	Rs.	39.01	/ Watt(DC)	Rs.	61,390.00	Rs.	39.01	/ Watt(DC)	2.5000%	Rs.	0.9753
Weighted Sum											43.7780		

- c) In above example of Bidder 1 & Bidder-2, the Bidder 2 coated lowest
- d) The weighted sum of the price discovered for each of the SPV Capacities and ranges as will be compared and based on the L1 piece of each category project L1 price will be calculated. An example (just for calculation) showing weighted sum of the price discovered by different bidders is shown as under:-of each category

Sl.		Solar Rooftop PV System Capacity/Capacity range in KW	Rate in Rs. Per Wp DC to be quoted by bidder (Including GST)		COST OF BI-DIRECTIONAL METER & SMC Box, METER TESTING FEE (Rs.)	Total Rate in Rs. Per Wp (DC) (including GST)		Factor for Evaluation	COST FOR EVALUATION				
[A]		[B]	[C]		[E]	[F = C]		[G]	[H = F x G]				
1	Bidder-1	1.00 KW	Rs.	46.83	/ Watt(DC)	Rs.	2,950.00	Rs.	46.83	/ Watt(DC)	25.00%	Rs.	11.9575
2	Bidder-2	>1.00KW to 2.00 KW	Rs.	43.56	/ Watt(DC)	Rs.	2,950.00	Rs.	43.56	/ Watt(DC)	30.0000%	Rs.	13.0680
3	Bidder-2	>2.00 KW to 3.00 KW	Rs.	42.47	/ Watt(DC)	Rs.	2,950.00	Rs.	42.47	/ Watt(DC)	15.0000%	Rs.	6.3705
4	Bidder-2	> 3.00 KW to 5.00 KW	Rs.	42.47	/ Watt(DC)	Rs.	2,950.00	Rs.	42.47	/ Watt(DC)	15.0000%	Rs.	6.3705
5	Bidder-2	> 5.00 KW to 6.00 KW	Rs.	40.29	/ Watt(DC)	Rs.	2,954.00	Rs.	40.29	/ Watt(DC)	0.5000%	Rs.	0.2015
6	Bidder-2	> 6.00 KW to 10.00 KW	Rs.	40.29	/ Watt(DC)	Rs.	13,410.00	Rs.	40.29	/ Watt(DC)	8.0000%	Rs.	3.2232
7	Bidder-2	> 10.00 KW(DC) and up to 100KW(DC)	Rs.	40.29	/ Watt(DC)	Rs.	14,383.00	Rs.	40.29	/ Watt(DC)	4.0000%	Rs.	1.6116
8	Bidder-1	> 100 KW(DC) and up to 500 KW(DC)	Rs.	38.01	/ Watt(DC)	Rs.	61,390.00	Rs.	38.01	/ Watt(DC)	2.5000%	Rs.	0.9503
Weighted Sum											43.5030		

- e) As Bidder -2 coated lowest, hence WESEDCL will request Bidder-2 first to match the price of each category if Bidder -2 not coated is lowest in all category.
- f) 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 L1 rates under all capacities and ranges shall only be considered for the empanelment in all ranges **subject to matching of the price with all the L1 rates in each capacities and ranges for empanelment.**

Further, if total no. of empanelled agencies are found to be less than 5 in the acceptable band as mentioned above, in that case those Agencies of Category-A, whose weighted sum of quoted rates with effect of evaluation factor having rates beyond **25% and up to 30%** than the weighted sum of L1 rate under all capacities and ranges may also be included in the empanelment in all ranges subject to matching of the price with all the L1 rates in each capacities and ranges for empanelment under the Category-A.

Agencies beyond 25% or 30% higher rates than L1 rates, as the case may be, as mentioned above, such agencies may be empanelled under Category-B subject to matching of Project L1 price in all category and ranges as mentioned above, if required and decided by WBSSEDCL.

All the empanelled bidders shall provide the services to the consumers at L1 rate which they have agreed.

- g) **In any case, the Empanelment shall not be made if any agency does not fulfil the requirement of all criteria and does not agree to match their price with discovered L1 price of all SPV capacities and all ranges.**

4. (C) ALLOTMENT OF QUOTA:

- a) All the Empanelled Agencies shall be required to do execution of the installation of the Solar PV systems as per the quantity (capacity in KW) allotted to them by WBSEDCL. All the bidders shall require submitting their offered capacity for installation during the sanction period in Annexure -14, subject to commissioning of the Systems within the time limit specified in clause no-6 of Part-F.

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.

Capacity in KW offered by the Agency is required to be executed by him, failing which the Agency will be stop deal.

The total sanctioned capacity of 50 MWp is divided amongst the category A and category B in the following ratios- **Category A – 35 MWp** and **Category B – 15 MWp**. WBSEDCL reserves the right to amend this ratio during the project implementation depending upon the performance of the Category A and Category B vendors

Category-A :

The Bidder under category –A shall require to offer minimum 200 KW aggregate Solar capacity. WBSEDCL will allocate a **minimum of 10% of the** total sanctioned capacity i.e. 5 MWp to the L1 bidder at the L1 category rates. In case the L1 bidder fails to execute the allocated capacity within the sanction period, the security deposit will be encased and he will be blacklisted by all government tenders for 5 years.

Quantity Distribution (KW):

- **10 % of the sanctioned capacity will be allocated to the L1 bidder.**
- **Those bidders who have quoted rates up to 25% the weighted sum of L1 rates under all capacities and subject to matching of the price with all the L1 rates in each capacities and ranges, the quantity distribution will be done in descending order.**

Category-B:-

- a) The capacity available to category B is 15MW. Those bidders of category –B who have matched their rates with the L1 rates, the quantity distribution will be done in equal part among all such successful bidders.

- b) Those bidders of Category-B who are technically qualified shall be empanelled subject to agree with discovered price for each of all ranges and quota shall be allocated equally among.
- c) The quota if any, left after allocation to the bidders in Category-B will be transferred to the Category-A.
- d) The Empanelled Agencies are required to submit Application of beneficiaries timely from the date of empanelment. If it is found that due to incapability of the Agency the application flow is inadequate at any time from the date of empanelment, the left out quantity will be allotted to other Agencies.
- e) The bidders are required to ensure themselves before submitting their tender/EOI, regarding the type of category they belong to. If the bidder declares himself eligible for category-A and fail to submit the proof of documents to establish his eligibility as mentioned in the experience criteria, such bidders shall be technically disqualified for further process under EOI and Price bid of such bidder shall not be opened. Under these circumstances, such bidder may be considered for empanelment under the Category-B if qualified under the category-B.

4. (D) Fee for Empanelment:

All successful bidders, who have matched their prices with the discovered rates have to pay Rs. **25,000/- plus applicable GST** (Twenty Five Thousand plus applicable GST) (non-refundable) towards Empanelment fees.

- 5. **Quantity:** Aggregate tentative SPV Capacity 50 MW in Residential connections during FY(2021-22). This quantity may be increased up to 100% (up to 100 MW) depending up on requirement and as may be decided time to time.

6. Project Time Schedule:

It is very critical to complete the work for the application registered by the Agency in time bound manner. The Empanelled Agencies are required to complete minimum 20 % allocated capacity within the three months from the date of empanelment (LoE). The performance of the company will be reviewed every month. If it is found that due to incapability of the Agency the application flow is inadequate at any time from the date of empanelment without any valid reason judged by WBS&EDCL, the left out quantity will be allotted to other Agencies without any justification to the empanelled agency. The agency may be Blacklisted by participating all government tenders for 5 years or the time duration as may be decided by the WBS&EDCL. WBS&EDCL will lead to forfeiture of the Security deposit and performance guarantee up to 100% if inadequate progress is observed.

The install and commission the SPV System should be completed within 60 days from the date of LOA. LOA date to be considered as Zero date, after 60 days LD will be applicable, after 90 days if bidder is unable to complete the project then bidder will be blacklisted.

In the event of failure to install and commission the SPV Systems within the time line mention in LoA , WBS&EDCL will lead to forfeiture of the Security deposit and performance guarantee up to 100% and bidder will be blacklisted by participating all government tenders for 5 years or the time duration as may be decided by the WBS&EDCL. Penalty clause should be imposed if bidder

fails to attend complaint within 72 hours, for a minimum period of 5- **Five** years from the date of successfully commissioning system.

7. PENALTY towards execution of Project: -

¶ **“The Design, Supply, Installation, testing & commissioning of complete Solar Systems at sites to be completed by the Agency within above time frame as shown above in clause no.6.”**

In case of delay in commissioning of any Solar roof top system, penalty @ 1/2% per week or part thereof plus applicable GST on the total system cost subject to a maximum of 10% of total system cost plus applicable GST would be levied.”

In case of delay in attending complain of any Solar roof top system, penalty @ 1/4 % per day or part thereof plus applicable GST on the total system cost subject to a maximum of 10% of total system cost plus applicable GST 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 WBSEDCL 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 WBSEDCL. Application for such extension must be made after completion of work as per agreement. In the event of termination of the agreement, Concern WBSEDCL shall be at liberty to get the remaining part of the work done 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, WBSEDCL 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 /Central 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 WBSEDCL, 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 WBSEDCL 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, WBSEDCL may recover it from the EOI applicant in any lawful manner.

11. WBSEDCL 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 WBSEDCL.

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 WBSEDCL 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 **Chief Engineer, SPGD**. 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 WBSEDCL or the Arbitrator directs otherwise.

13. WBSEDCL 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 WBSEDCL 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:

Pre-Delivery Inspection:

- Empanelled Agencies shall submit the details of the site (City) of the Module Manufacturing unit from where they have planned to purchase the SPV Modules as per the specification of EOI, to the concerned WBSEDCL.
- Empanelled Agencies will submit the Name of OEM at which the PDI of PV Module is offered to WBSEDCL on daily basis. On receipt of the same, WBSEDCL shall nominate minimum two Engineers to carry out the testing of the PV Modules for the total lot offered on behalf of all WBSEDCL at the OEM works. During inspection authorized representative of Empanelled Agency should remain present.
- Empanelled agency shall inform WBSEDCL for such inspection at least 07 (Seven) days in advance before the probable date of dispatch.

- WBSEDCL shall carry out the PV Module Inspection within seven days of the receipt of the Inspection call.
- WBSEDCL shall carry out post-dispatch Inspection of Balance of System (BoS) on beneficiaries' site.

Inspection call for the PV Module shall be submitted to the WBSEDCL for the lot as under:-

1. Empanelled Agencies can submit Pre- Dispatch Inspection (PDI) call of SPV Modules at OEM in advance for the Solar PV Capacity (KW) of Applications submitted by them without waiting for payment of deposit/ Estimate.
2. There is no prior requirement of submitting Consumer no. along with PDI Call letter.
3. The Empanelled Agency can utilize the modules inspected by the WBSEDCL in the PV System/s installed by him.
4. Necessary Documents with details of inspected modules (Make, Type, Watt, Sr. No.) will be uploaded on Portal by the inspected WBSEDCL and Empanelled Agency shall have to select the module Sr. No. used by him from portal uploaded list only at stage no. 6. 'Work Execution'.

WBSEDCL at its discretion may also pick up samples from the systems supplied & Installed at beneficiaries 'site at random for quality check only. The samples picked up will be tested for acceptance test as decided by WBSEDCL at MNRE/ Government approved laboratory in presence of representatives of supplier and WBSEDCL as per relevant IEC/ISS/BIS/ WBSEDCL specifications. The test results will be binding on the suppliers and WBSEDCL, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, those components that fail the test shall be rejected, and the Bidder shall have to supply and install the new component as per the specifications. The loss of generation during such time when the system is taken away for testing shall be at the cost of the Bidder, who shall compensate the Beneficiary for such loss of generation as per the prorated CUF. as specified elsewhere in this EOI.

WBSEDCL reserves the right to inspect any number of SPV systems, any number of times at the addresses of the beneficiaries given by the Bidders.

PV Modules dispatched without WBSEDCL'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. WBSEDCL may undertake random inspection of material prior to dispatch to ensure quality. The inspection as mentioned above by WBSEDCL's representative shall not relieve the Bidders from full responsibility of completing the work confirming to the requirement of this contract.

Cost of inspection:

All the expenses related to inspection team like lodging, boarding, travelling, air tickets to be borne **by the WBSEDCL**. The empanelled agency will provide necessary inspection & testing

facility at his cost which includes to and fro air tickets, fooding, lodging and conveyance for minimum two officers as per entitlement of inspecting officer of WBSEDCL.

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 WBSEDCL will recover the actual **expenses of To & Fro travelling fares, if any, plus Rs.5000/- per day per employee plus applicable GST.**

WBSEDCL 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 5- **Five** years from the date of successfully commissioning system, 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. Insurance of any kind if required also part of the benchmark cost.

b. CMC: - Comprehensive Maintenance Contract:

Agencies are also required to quote rates inclusive of Comprehensive Maintenance during guarantee period of five years for the systems. The rates quoted should be inclusive of charges for providing routine maintenance services at the 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 WBSEDCL after providing necessary services.

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

The five-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/sor 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 72 (Seventy Two) hours of time limit as soon as the complaint is received from the WBSEDCL or from the beneficiary directly

receipt of notification/Alter/Message from the remote metering system. 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 WBSEDCL as and when asked.

During the CMC period periodic cleaning of module is under the scope of Empanelled Agency. Beneficiary and Empanelled agency may mutually decide the method of cleaning of module in a systemic manner. If bidder is unable to full fill the minimum 11 % CUF then loss of generation occur due to improper cleaning of module will not be considered to wave the penalty for non fulfillment of minimum CUF criteria.

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. The cleaning of the Solar panels will be on part of the beneficiary.

16. Notices, Statements and other communications sent by WBSEDCL 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 after payment of the Estimate charges to the WBSEDCL
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