

limitations like weight and maximum allowable package size for transportation. All packing cases and packing material shall become the property of the purchaser.

20. The Empanelled Agency shall provide one copy of the instruction manual and routine maintenance manual in English with each item supplied or installed to concerned WBSEDCL. These manuals should contain all the relevant details and drawings required for proper maintenance of the system supplied or installed. Also, Empanelled Agency is required to give one copy of maintenance manual in English/Bengali to all the Beneficiaries.
21. **Photographs:** The Empanelled Agency has to submit the photograph of the beneficiary person standing at the site of the Solar PV plant installed in this project covering Solar PV Plant.

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

22. The inspection of materials and components of the project carried out by WBSEDCL's representative shall not relieve the Empanelled Agency from full responsibility of completing the project confirming to the requirement of the Contract.
23. Conditional EOI Document shall not be accepted.
24. Any other item not specifically mentioned in the specifications but which are required for Supply, Installation, Testing and Commissioning of Distributed Grid connected Solar PV plants for the project are deemed to be included in the scope of the specification as per relevant and latest IS, IEC, MNRE guidelines, standards of Rural Electrification Corporation (REC) and specified by WBSEDCL unless specifically excluded.

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

25. Approval from the Electrical Inspector:

It shall be the responsibility of the Empanelled Agency to obtain the approval of the distributed Grid connected Solar PV plants from the concerned Electrical Inspector for above 200 KVA .

26. AMENDMENT OF EOI DOCUMENT

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

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

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

Such amendments, clarification etc. shall be binding on the Agency and will be given due consideration by the Agency before they submit their offers and invariably enclose such documents as a part of the offer. All such amendments will be considered as part of EOI Document.

27. REJECTION OF EOI DOCUMENT:

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

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

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

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

28. WBSEDCL's RIGHTS:

Empanelment of Agencies may be reviewed time to time. In case of change in law, guideline, Regulation, etc, the WBSEDCL reserve the Right to discontinue the Empanelment with one-month Notice in advance.

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

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

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

In case of any doubt or interpretation of the terms and condition, the decision of the Chief Engineer SPGD will be final and binding upon the Agency and no dispute in this regard will be entertained.

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

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

29. LANGUAGE OF THE EOI DOCUMENT:

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

30. LOCAL CONDITIONS:

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

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

31. PRICE BASIS CURRENCIES AND PAYMENTS:

EOI applicant shall indicate offer prices in Indian Rupees only.

32. EFFECT AND VALIDITY OF EOI DOCUMENT:

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

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

33. SIGNING OF EMPANELMENT AGREEMENT:

WBSEDCL will notify successful EOI Agencies for through Letter of Intent. Letter of Empanelment will be placed by WBSEDCL.

Within 15 (Fifteen) days of receipt of the “Letter Of Intent”-LOI, the successful EOI applicant shall acknowledge with confirmation of Acceptance of terms & conditions, match the L1 price for each category and make payment towards the Empanelment Fee, Security deposit and submit the Certified electrical contractor Certificate per EOI terms.

The Empanelled Agency will execute the Empanelment agreement as per the Performa enclosed at **Appendix** in this EOI Document and the same will be executed within total 15 (Fifteen) days of issue of letter of Intent and before placement of LOE.

34. JURISDICTION OF CONTRACT:

The laws applicable to the contract shall be the laws in force in India. The court at **Kolkata, W.B** 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 WBSEDCL, 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.

35. COMPLETION OF CONTRACT:

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

36. SAFETY & SECURITY:

The Empanelled Agency shall take suitable measures for safety and security during execution and responsibility up to commissioning shall be with the Empanelled Agency.

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

The successful EOI applicant shall be solely responsible for any damage resulting from his operations up to commissioning and handing over of the system. He shall also be responsible for protection of all persons including members of public and employees of the WBSEDCL and the employees of other Empanelled Agency’s and sub-Empanelled Agencies and all public and private property including structures, building, other plants

and equipment and utility either above or below the ground up to commissioning and handing over of the system.

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

38. WORK & SAFETY REGULATIONS:

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

All equipments used in construction and erection by Empanelled Agency shall meet Indian/International standards and where such standards do not exist, the Empanelled Agency shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Empanelled Agency in accordance with manufacturer's operation manual and safety instructions and as per guidelines / rules of the WBSEDCL in this regard.

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

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

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

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

employer's safety rules referred above, the later shall be binding on the successful EOI applicant unless the statutory provisions are more stringent.
It will be the successful EOI applicant's sole responsibility to take the materials up to the installation site.

39. HANDING OVER ASSET:

After successful installation, commissioning, testing and synchronization of complete system with DISCOM, the asset is to be handed over to the concerned Beneficiary. The handing over note covering the details of all the materials used and total work executed must be signed jointly by the Empanelled Agency and beneficiary Applicant. The copy of handing over note along with try part agreement and 5 years rooftop solar plant insurance and beneficiary's certificate (**Proforma- B of attached Appendix-3 & Appendix-7**) is required to be submitted by EOI applicant for release of subsidy

40. INDEMNITY:

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

- 41.** Only new plant and machinery shall be allowed for installation and shall not be to be shifted anywhere else.

42. ENHANCEMENT OF QUOTA:

WBSEDCL reserves the right to sanction additional quota on the successful Agency up to 100% of the original quota of the Empanelment order at the same prices, terms and conditions stipulated in the original contract during contractual period. In special circumstances WBSEDCL reserves the right to sanction more additional quantity based on good performance.

43. TERMINATION OF EMPANELMENT:

In case, the Empanelled Agency fails to execute the project of Solar PV System for the application registered within contractual period of project execution or in case the SPV System is found not in accordance with prescribed specification, WBSEDCL reserves the right to terminate the Empanelment OR WBSEDCL shall exercise its discretionary power either:

- (a) In case material is not found as per specification, WBSEDCL has right to seek replacement of the same material without any incremental cost to WBSEDCL or beneficiary.

OR

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

OR

- (c) to cancel the contract/ Empanelment.

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

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

Further, "WBSEDCL reserves the right to terminate the Empanelment at any time, without assigning any reasons, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Empanelment. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Empanelment.

**Empanelled Agency shall be liable towards any irresponsible behavior towards consumer.
Making false claim or fraud practice will attract stop deal actions.**

44. GUIDELINES FOR AGENCY:

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

45. SERVICE CENTRE

- a) Empanelled Agency has to undertake to establish one no. of Service centre with necessary spare parts and technicians in District/ State of West Bengal
- b) The Service Centre should have adequately trained staff available for repair and maintenance of Solar PV Systems, Inverters supplied and installed.
- c) The service centre should be open for at least 8 hours per day and 6 days a week excluding bank holidays.
- d) Empanelled Agencies need to have a dedicated mobile number which should be readily available during its office hours and an e-mail ID for correspondence.
- e) Empanelled Agency shall ensure that necessary spares are always available with the service centers to provide necessary after sales service to the beneficiary during the guarantee period.

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

- a) For any problem/defect in system, Empanelled Agency shall have to replace/repair the defect of the system, resolve it and make the system operative as per the Technical specifications, within 48 (Forty eight) hours from the receipt of the complaint or receipt of notification/Alter/Message from the remote metering system.
- b) While doing repairing or rectification work, the Empanelled Agency's technician or any person is not authorized to work on WBSEDCL's electric line of 11 KV and LT having potential danger of electricity.

c) PENALTY ON PART OF LOSS OF SOLAR GENERATION

CUF should be minimum of 11 % then the Bidder shall be penalized at the rate of Rs. 1,000 per kW plus applicable GST for each percentage shortfall in the CUF for each instance of measurement , throughout the CMC period of 05 Years . WBSEDCL 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

(For example, if a 5 kW system measures 11 % CUF during an inspection, then the Bidder shall be penalized Rs. 1,000 per kW per % x 5 kW x (11-9)% = Rs. 10,000/- plus applicable GST) 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.

The **CUF may be measured once in a year.**

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 plus GST as applicable shall be paid by the Agency within 15 days of the Notice, failure of the same, the PBG shall be encased.

47. LOI, Letter of Empanelment (LOE), Registration fee, SD, ASD & Agreement

- a) After finalization of this EOI Document and shortlisting of bidders, a Letter of Intent (LOI) for empanelment will be issued by WBSEDCL to pay the Empanelment charges and execution of agreement.
- b) The letter of Empanelment (LOE) will be issued by WBSEDCL upon payment of non-refundable Empanelment fee **Rs.25,000/-** plus applicable GST (Twenty five thousand only plus applicable GST), matching L1 tariff and executing the agreement within 7 days of LOI.
- c) Shortlisted Bidders will be required to Rs. 25,000/- plus applicable GST towards Empanelment / registration fee within one week of issuance of Letter of Intent, failing which the letter of intent will stand as cancelled

48. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE: -

Security Deposit (SD):

- a) The Empanelled Agency under **Category-A** shall require to pay Security Deposit of Rs. 15 Lakh (Fifteen Lakh) The amount should be submitted to WBSEDCL within 15 days of receipt of LOI for Empanelment. The SD can be submitted in the form of Bank Guarantee (BG).
- b) The Empaneled Agency under **Category-B** shall require to pay Security Deposit of Rs. 5 lakh (Five Lakh) to WBSEDCL within 15 days of receipt of LOI for Empanelment. The SD can be submitted in the form of Bank Guarantee (BG).

MSME unit have to pay the security deposit as per the applicable category of bidding participation.

Additional Security Deposit (ASD) :

Additional Security Deposited will be applicable all category bidders to as per the Memorandum No. 4608-F(Y), dt. 18.07.2018 of Additional Chief Secretary to the Govt. of West Bengal, Finance Department Audit Branch.

Note:

All category bidders including MSMEs have to pay Additional Security Deposited @10% MNRE Benchmark cost, if the accepted bid value is less than or equal to 80% MNRE Benchmark cost put to the tender.

- c. The Security Deposit and Additional Security deposited is payable by demand draft in favor of WBSEDCL Drawn on any Scheduled Bank / Nationalized Bank payable at Kolkata. It should be paid either, by Demand Draft or Bank Guarantee at the office address specified in the EOI Document.
- d. In case of BG in favour of WBSEDCL from any Scheduled / Nationalized Banks in a standard format prescribed by WBSEDCL (Format given in this EOI Document). The validity of Bank Guarantee shall be 12 months from the schedule date of opening of EOI Document or to be extended as required by WBSEDCL.
- e. In case of the BG, the validity of the prescribed BG shall be **one year and one month** from the date of the Empanelment or MNRE sanction Period.
- f. The SD and Additional Security Deposit (if Deposited by Bidder) will be returned to the agency after completion of Empanelment period or MNRE sanction Period.
- g. If the bidder(s), who are declared as L-1 in each Slab(s), not able to submit Security Deposit as above (a) in prescribe time period, the EMD will be forfeited and the action of Stop deal shall be taken against the agency.
- h. Bidder(s), who are declared as L-1 in each Slab(s) has required to submit applications with deposit for at least 200 KW aggregate capacity or one fourth of total quantity , whichever is higher, in first three months from the date of empanelment failing which the Security Deposit will be forfeited and the action of Stop deal shall be taken against the agency.

Performance Guarantee (PG):

- a) The Empanelled Agency shall require to pay the Performance Guarantee (PG) of an amount equivalent to 10 % of the executed value with in the (15) Fifteen days from completion of the project through PBG for a period of 5 years plus one month. Otherwise amount shall be recovered from the Security Deposited or due payment of subsidy claim as per the discretion of WBSEDCL.
- b) The amount deducted towards performance guarantee shall be released against the submission of Performance Bank Guarantee (PBG) of the equivalent amount valid for a period of 5 years plus one month from the date of the commissioning of the last system installed.
- c) In case, Agency does not want to submit the performance bank guarantee (PBG), the amount deducted towards SD and subsidy amount shall remain with WBSEDCL for the period of 5 years interest free from the date of the commissioning of the last system installed.
- d) PBG will be encased if the penalty against non-performance/ delay in attended complain from beneficiary of project of SPV System or any other dues if not paid by the Empaneled Agency in prescribed time limit.

- e) No interest shall be paid on EMD, Security deposit, Additional Security deposited or performance guarantee.
- f) In case, the Empanelled Agency doesn't comply with the Domestic Content Requirement (DCR), the SD and PBG will be forfeited.

Bank Guarantees (BG) from Scheduled / Nationalized Banks as per Govt. GR No. EMD / 10 / 2019 / 50 / DMO dated 01.11.2019 will be acceptable, if the amount of security deposit payable exceed Rs.10,000/- as per format attached with EOI Document with validity of 13 months. The Security Deposit will be accepted in the form of Demand Draft issued by schedule /Nationalized Bank, ICICI Bank, IDBI Bank, HDFC Bank in favor of WBSEDCL.

In case, if the Bank Guarantee is furnished / submitted, it should have 5 years plus one month validity till the expiry of Guarantee period from the date of commissioning of the last system.

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 WBSEDCL will be at liberty to encased the same. CORPORATE GUARANTEES NOT ALLOWED.

No interest will be paid on the Security Deposit. Security Deposit shall be suitably extended time to time as per requirement of WBSEDCL. In the event of failure to supply no. of systems as contracted by the EOI applicant and as accepted by him while receiving the Empanelment order, will lead to forfeiture of the Security Deposit and will lead to disqualification of the EOI applicant for transacting business with WBSEDCL for at least two years or the time duration as may be decided by WBSEDCL.

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

50. AUDIT INSPECTION:

From the lots inspected by the WBSEDCL 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 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, 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, WBSEDCL will deduct **maximum upto 60% (Sixty) of the End Cost Price. If the same are not utilized / consumed, then WBSEDCL may ask for replacement at sole discretion of WBSEDCL or may accept with maximum deduction upto 60% (Sixty) of the End Cost Price plus applicable GST**, and all these will be binding on the supplier. **In case if the materials does**

not conform to specifications or fails at Government approved laboratory or other laboratory decided by WBSEDCL for testing and if subsequent testing are to be carried out (which will solely at WBSEDCL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by WBSEDCL will be to supplier's account. The decision in this regard for acceptance as above of WBSEDCL shall be final and this will be binding on the supplier.

51. LOCATION OF INSTALLATION:

The Grid Connected Solar PV system is required to be installed at various location of Residential consumers who apply for it in WBSEDCL

52. PRICES:

Rates quoted by Bidder should be FIRM and on F.O.R. destination at consumers premises basis, Price shall be inclusive of taxes, levies, duties, packing, forwarding, freight, Transit insurance, Erection Insurance, Plant Insurance for 5 Years from the date of commission, 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, Work Contract Tax, 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.**

Comprehensive Maintenance during guarantee period of the complete system for 5 years is in the scope of EOI applicant.

53. VALIDITY OF THE OFFERS:

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

54. PACKING AND FORWARDING CHARGES:

The prices shall be inclusive of packing & forwarding charges. The stores should be strongly and adequately packed to ensure safe arrival at destination. The materials dispatched from overseas by Air / Shipping should be packed in such a way that it can withstand rough handling and possible corrosion due to exposure to salt laden

atmosphere, salt spray or open storage. All packing must be clearly marked with order Number and consignee's name and address.

55. INSURANCE:

Transit insurance, Erection insurance and Rooftop Solar PV Project insurance of 5 years from the date of completion of the project is mandatory. 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.

56. ACCEPTANCE OF SPV SYSTEM:

All or any SPV System and materials to be supplied at F.O.R. Destination at consumers premises basis, against this Empanelment will be subject to their acceptance by the consignee or any other Officer deputed by WBSEDCL for this purpose. WBSEDCL will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.

57. TAXATION:

(A) Goods and Service Tax (GST) :

The F.O.R. Destination at consumers premises basic prices are including GST as applicable. The amount and % of GST as applicable should clearly be indicated separately. (GST means all applicable Tax under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).

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

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

GST Act (GST law) will be applicable in case of any quarry from Empanelled Agency or customer.

INPUT TAX CREDIT BENEFIT

GST ACT (GST Law) Guideline will be applicable for Empanelled Agency or customer.