



**Mirzapur Road, Naini, Prayagraj
(UP) – 211010, INDIA**

Short Expression of Interest (EOI)

EOI Enquiry No.: XN/Solar/ EoI/SPP/J&K/2021-22

Dated: 9th July 2021

Sub: Expression of Interest for selection of Business Associates for 1000 nos. of 3.5 KW off grid Solar Power Plant with 5 Years CMC and 2 years extended maintenance contract including imparting basic vocational training at J &K Panchayat Ghars. (Customer NIT/Bid Document No.:- SPSA/RDD/ SLPG/2021-1019 Dated: 28-06-2021)

ITI Limited invites Expression of Interest (EOI) for Selection of “Business Associates” for Design, Supply, Installation, Testing & Commissioning of 1000 Nos 3.5 kWp Capacity, Off-Grid Solar PV Power Plants with 5 Years Comprehensive Maintenance Contract (CMC) and 2 Years extended Maintenance contract including Imparting Basic vocational Training at J&K Panchayat Ghars.

Scope of Work	Selection of “Business Associates” for Design, Supply, Installation, Testing & Commissioning of 3.5 kWp capacity, Off- Grid PV Power Plants on Panchayat Ghars Department of Rural Development and Panchayati Raj at Jammu and Kashmir..
Name of State	Jammu & Kashmir
Earnest Money Deposit	Rs 2 Lac 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

Chief Manager- Marketing & Commercial

Important dates

Date of Issue/Publishing	10.07.2021, (15:00 Hrs)
Last date of receipt of Clarification	14.07.2021, (15:00 Hrs)
Last Date and Time for Submission of Bid	19.07.2021, (14:30 Hrs)
Date and Time of Opening of Technical Bid	20.07.2021, (11:00 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-

General Query	Sri Satyapriya Tripathi, Chief Manager- Marketing & Commercial Ph:0532-2687410 Fax:0532-2687345 Email:sptripathi_nni@itilttd.co.in
Technical Query	Sri N. K Bokade, Dy. General Manager -TS , QA and Commercial Ph:0532-2682346, Mob:9450595460/9935108085 Email: nkbokade_nni@itilttd.co.in

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 into solar project business and has established state of art solar module manufacturing line. ITI make PV module are certified with BIS/IEC61215, IEC61730 part I & Part II and IEC 61701 certification for wattage range from 40Wp to 325Wp.

ITI wishes to address the opportunity floated by J&K agency M/s State procurement and supplies, Department of Rural Development and Panchayati Raj “For Design, Supply, Installation, Testing & Commissioning of 1000 Nos, 3.5 kWp Capacity, Off-Grid Solar PV Power Plants with 5 Years Comprehensive Maintenance Contract (CMC) and 2 Years extended Maintenance contract including Imparting Basic vocational Training at J&K Panchayat Ghars”

Objective/Purpose

The Objective/ purpose of this Expression of Interest is Selection of “Business Associates” for addressing various opportunities exists in Solar Power Plant (Off Grid & On Grid) to enable ITI’s participation in tender. The interested firm may download the documents from the website as mentioned.

The successful bidders 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.: - SPSA/RDD/SLPG/2021-1019 Dated: 28-06-2021 which covers “Design, Supply, Installation, Testing & Commissioning of 1000 Nos, 3.5 kWp Capacity, Off-Grid Solar PV Power Plants with 5 Years Comprehensive Maintenance Contract (CMC) and 2 Years extended Maintenance contract including Imparting Basic vocational Training at J&K Panchayat Ghars” 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. State procurement and supplies (SPSA), Department of Rural Development and Panchayati Raj, 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, 2,00,000.00 (Rs Two Lac Only) along with the technical bid. 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/ Bank Guarantee 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 01week 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 prorata 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 force able 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

Two bid System i.e Technical bids & financial bid must be submitted in 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.

EOI Enquiry No.: XN/Solar/ EoI/SPP/J&K/2021-22

Dated: 9Th July 2021

1.0 ELIGIBILITY CONDITIONS

A. Qualification Requirement (QR)

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

1. The Bidder shall be accompanying incorporated in India under the Companies Act, 1956 or Companies Act, 2013 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).

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 Indigenous Solar Module/Off Grid/On Grid PCU/System Integrator. (A copy of certificate of incorporation should be furnished along with the bid in support of above).

3. The Bid should contain authenticated copies of the test certificates from authorized test centers of MNRE GoI as per MNRE guidelines, relevant certificates of IEC/BIS as applicable, make of various components/parts to be used and certificates of utilizing IEC standard materials in the PV Modules. These documents shall be submitted along with the technical bid.

B. Experience Requirement

1. The Bidder should have experience of having successfully completed one similar work (i.e. Solar Power Plant projects Off-Grid / Grid connected) costing not less than the amount equal to 80% of the estimated cost (ie.Rs.50.00 Cr.) of the project during last 7 years i.e. 1st June- 2014 to 31st May-2021.

Or

2. The Bidder should have experience of having successfully completed Two similar works (i.e. Solar Power Plant projects Off-Grid / Grid connected) costing not less than the amount equal to 50% of the estimated cost (ie.Rs.50.00 Cr.) of the project during last 7 years i.e. 1st June- 2014 to 31st May-2021.

Or

3. The Bidder should have experience of having successfully completed Three similar works (i.e. Solar Power Plant projects Off-Grid / Grid connected) costing not less than the amount equal to 40% of the estimated cost (ie.Rs.50.00 Cr.) of the project during last 7 years i.e. 1st June- 2014 to 31st May-2021.

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

C. Cumulative Annual Turnover

1. Cumulative Annual Turnover of the bidder shall be minimum 25Cr in last three financial years (FY 2018-19, FY 2019-20, FY 2020-21).
2. Net Worth should be positive at least in last preceding Financial Year (FY 2020-21).
3. Turnover of the group of company will not be considered for evaluation (A Company balance sheet duly signed by practicing CA must be closed).

1.1 Test Report of Product

Successful bidder/s shall provide the test report of all required items of 3.5 KW Off grid Solar Photovoltaic systems as mentioned in tender document from any NABL/MNRE/BIS approved testing laboratory.

It is mandatory to submit the all relevant product certificate during the submission of bid.

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.

3.0 Delivery Schedule

Delivery schedule shall be as per customer tender. Bidder shall under take 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 conductor 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

As per customer tender document AMC/CAMC.

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 Power Plant (Off Grid/On Grid).

General Conditions

1. All the relevant Test certificates 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 ISO9001:2015 accredited company.
4. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letterhead 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. 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".
9. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
10. 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.
11. Vendor Profile should be submitted along with the bid.
12. Quotation/offer shall be submitted in hardcopy at least one day before opening of Technical bid.
13. The bids should be spiral bounded and each page should be serial numbered.
14. ITI reserves the right to suspend or cancel 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.
15. 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.
16. Bidder must submit the signed Integrity Pact along with the techno-commercial bid.
17. Bidder shall be ready to form a consortium with ITI to address the other tenders where consortium is allowed.

18. Selected L-1 bidder will provide the competitive prices as per requirement of J&K tender NIT no. "SPSA/RDD/SLPG/2021-1019 Dated: 28-06-2021" 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 timeline 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 the purpose 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 initiative or in response to a clarification requested by a prospective 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. 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.
2. 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.
3. It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment free of cost.
4. 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.

5. It will be the sole responsibility of the bidder to provide the following document for ITI's participation in the tender:

- a. Techno-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.

Un-Priced Bill of Material:

S.No.	Item	Qty.	Make & Model
1.	Solar Photovoltaic Modules (PreferablyITImake)	3500Wp	
2.	DC Distribution Box	1 Set	
3	Off-grid Power Conditioning Unit.	4KVA	
4	Flooded Lead Acid (LMLA) Battery Bank	9600VAH	
5	AC Distribution Box	1 Set	
6	Module Mounting Structure (MMS)	1 Set	
7	AC & DC Cables with conduits and other associated	As per design	
8	Lightening Arrestor	1 Piece	
9	Earthing& Associated accessories	1 Set	
10	Fire Extinguisher	1 No.	
11	Wiring, Switches and accessories for Load segregation.	As per design	
12	Danger Sign Boards	1 Set	
13	Air Cooled Servo Stabilizer	5KVA	

All the financial terms & conditions will be on back to back basis.

1. **Currency of Purchase Order:** ITI will place purchase order on bidder in INR only.
2. **Taxes:** As per the customer tender/Prevailing Tax structure
3. Bidder who fulfills the Criteria of EOI shall be declared as qualified bidder. The decision of competent committee of ITI shall be final in this regard and cannot be challenged in any manner and also be binding on all the bidders.
4. ITI will place PO/work Order on successful bidders only if ITI receives its PO/work order from its Customer.
5. In case ITI is not L1 in the customer tender, then the L1 bidder shall be ready to match the L-1 price offered to ITI. ITI will only accept the L1 bidder price in the customer tender only after consulting L1 bidder in ITI EOI. L1 bidder will have to submit a written acceptance to ITI for the same. After getting the written acceptance from the L1 bidder of EOI, ITI will submit its acceptance to customer at L1 price offered to ITI.

EOI ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
Chief Manager (Marketing & Commercial)
M/s ITI Limited,
Mirzapur Road, Naini
Pryagraj-211010

Subject: Acceptance of Terms & Conditions of EOI and Customer NIT

EOI Reference No:

Name of EOI/Work: _____

Customer NIT/Bid Document No.:- SPSA/RDD/ SLPG/2021-1019 Dated: 28-06-2021) and its amendments/clarifications

Dear Sir,

I (Name----- have received the EOI reference no----- for mentioned work from the website/email.

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No._ _to_ (Including all documents like annexure(s), schedule(s), amendments and reference EOI etc.) Which form part of the contract agreement and I shall abide hereby the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality /entirety.

I hereby unconditionally accept all the EOI conditions of ITI & SPSA J&K Tender document/corrigendum(s) in its totality/entirety.

In case any provisions of this EOI are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this EOI/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PRICE BID FORMAT

Name of Work: -“For Design, Supply, Installation, Testing & Commissioning of 1000 No’s, 3.5 KWp Capacity, Off-Grid Solar PV Power Plants with 5 Years Comprehensive Maintenance Contract (CMC) and 2 Years extended Maintenance contract including Imparting Basic vocational Training at J&K Panchayat Ghars”.

Customer NIT/Bid Document No.:-SPSA/RDD/ SLPG/2021-1019 Dated: 28-06-2021

Scope of Work	States	Total Quantity (Nos)	ITI Margin in (%) of Total Project Cost excluding Taxes & Duties
“ Design, Supply, Installation, Testing & Commissioning of 1000 Nos, 3.5 kWp Capacity, Off-Grid Solar PV Power Plants with 5 Years Comprehensive Maintenance Contract (CMC) and 2 Years extended Maintenance contract including Imparting Basic vocational Training at J&K Panchayat Ghars”	Jammu & Kashmir	1000 No’s	[...%]

(HSN Code:)

Name of Authorized Signatory

Company Name & Seal

Check list of Documents

1	Company Profile
3	Certificate of Incorporation of Company
4	CIN (Corporate Identity Number),
5	GST Registration Certificate
6	Copy of PAN Card
7	Certificate Audited Financial Statements issued by registered CA (with UDIN No) for the last 3years (FY 2018-19, FY 2019-20, FY 2020-21).
8	Proof for experience of last seven years (PO and Satisfactory performance report issued by customer)
9	POA or authorization letter on Non Judiciary Stamp Paper for authorizing the person signing the bid.
10	Acceptance of payment terms and other conditions on letter head as mentioned in EOI.
11	Clause by clause compliance of EOI terms along with supporting documents.
12	Undertaking to Submit Performance Security as per customer tender whenever required.
13	Declaration of No Debarment / Blacklisting etc should be furnished on bidder's letterhead.
14	Pre-Contract Integrity Pact as per given format.