



THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED
(A Government of West Bengal Enterprise)

NOTICE INVITING TENDER (NIT)

e-Procurement

NIT No: WBPDC/CORP/NIT/E1438/21-22 Dtd:-11/06/2021

National Competitive Bidding

For

Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santhaldih Thermal Power Station (STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.

The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)
Bidyut Unnauan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,
Kolkata-700 106

June-2021

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued

CONTENTS

THE BIDDING DOCUMENTS	12
SECTION-I	13
INSTRUCTION TO THE BIDDER (ITB)	13
A. SCOPE & QUALIFICATION	13
1.1 NAME OF THE WORK	13
1.2 SOURCE OF FUND	13
1.3 SCOPE OF WORK:	13
1.4 QUALIFYING REQUIREMENT FOR BIDDERS:	16
1.5 RESPONSIBILITY OF BIDDERS	21
1.6 EXPENDITURE OF BIDDING	21
B. THE BIDDING DOCUMENTS	21
1.7 CONTENTS OF BIDDING DOCUMENTS	21
1.8 CLARIFICATIONS ON BIDDING DOCUMENTS	23
1.9 PRE-BID MEETING	23
1.10 AMENDMENT OF BIDDING DOCUMENTS	24
C. PREPARATION OF BIDS	24
1.11 ABOUT THE BID	24
1.12 DEVIATION	25
1.13 GENERAL GUIDANCE FOR E- TENDER	25
1.14 SITE VISIT	26
1.15 BID PRICES	26
1.16 PERIOD OF VALIDITY OF BIDS	28
1.17 BID SECURITY	29
1.18 SIGNING OF BIDS	30
D. SUBMISSION OF BID	30
1.19 SUBMISSION OF BID	30
1.20 DEADLINE FOR SUBMISSION OF BIDS	33
1.21 WITHDRAWAL OF BIDS	34
E. OPENING AND EVALUATION OF TENDER	34
1.22 BID OPENING	34
1.23 PROCESS TO BE CONFIDENTIAL	35
1.24 CLARIFICATION OF BIDS	36
1.25 DETERMINATION OF RESPONSIVENESS	36
1.26 TIME SCHEDULE	37

1.27	PROCEDURE OF EVALUATION OF BIDS	37
1.28	COMPARISON OF BIDS.....	38
F.	AWARD OF CONTRACT	38
1.29	AWARD CRITERIA.....	38
1.30	RIGHT TO REJECT BIDS	38
1.31	LETTER OF AWARD.....	38
1.32	SIGNING OF CONTRACT AGREEMENT	39
1.33	CONTRACT PERFORMANCE GUARANTEE	39
1.34	MISREPRESENTATION BY THE BIDDER	41
SECTION-II	42
BID DATA SHEET	42
2.1	A. SCOPE & QUALIFICATION	42
2.2	B. THE BIDDING DOCUMENTS	42
2.3	C. PREPARATION OF BIDS	43
2.4	D. SUBMISSION OF BIDS.....	43
SECTION-III.....		45
GENERAL CONDITION OF CONTRACT (GCC)		45
A.	CONTRACT AND INTERPRETATION	45
3.1.	DEFINITION OF TERMS	45
3.2.	CONTRACT DOCUMENTS.....	49
3.3.	NOTICE.....	50
3.4.	INTERPRETATION	51
3.5.	GOVERNING LAW	52
3.6.	SATTLEMENT OF DISPUTE	52
3.7.	COMPLIANCE WITH LAWS	53
B.	SUBJECT MATTER OF CONTRACT	54
3.8.	SCOPE OF WORKS	54
3.9.	VARIATION, ADDITIONS AND OMISSIONS	59
3.10.	OBLIGATIONS OF THE CONTRACTOR	59
3.11.	OBLIGATIONS OF THE PURCHASER.....	59
C.	PAYMENT	60
3.12.	CONTRACT PRICE.....	60
3.13.	TERMS AND PROCEDURE FOR PAYMENT	60
3.14.	SECURITIES	60
3.15.	TAXES, DUTIES AND OTHER LEVIES	61
D.	INTELLECTUAL PROPERTY	64
3.16.	PATENT RIGHTS & ROYALTIES	64
3.17.	CONFIDENTIAL INFORMATION	65
3.18.	ADVERTISING.....	66

E.	WORK EXECUTION	66
3.19.	PURCHASER'S REPRESENTATIVE	66
3.20.	CONTRACTOR'S REPRESENTATIVE	66
3.21.	MILESTONE OF PROJECT	68
3.22.	SUBMISSION OF DETAILED DESIGN REPORT	69
3.23.	PROGRAMME	69
3.24.	DESIGN AND ENGINEERING	71
3.25.	PROCUREMENT	72
3.26.	CONTRACTOR'S CONSTRUCTION MANAGEMENT:	73
3.27.	INSPECTION & TESTING	76
3.28.	TESTS ON COMPLETION	79
3.29.	REJECTION	80
3.30.	PERMISSION TO DELIVER	80
3.31.	COMPLETION OF WORKS	80
3.32.	TAKING OVER	81
F.	GUARANTEES AND LIABILITIES	83
3.33.	NET MINIMUM GUARANTEED GENERATION (NMGG)	83
3.34.	LIQUIDATED DAMAGES	84
3.35.	DEFECTS LIABILITY	85
3.36.	LIMITATIONS OF LIABILITY	87
G.	RISK DISTRIBUTION	88
3.37.	TRANSFER OF PURCHASERSHIP	88
3.38.	RISK AND RESPONSIBILITY	89
3.39.	CARE OF WORKS	89
3.40.	ACCIDENT OF INJURY	90
3.41.	INSURANCE	90
3.42.	CHANGE IN LAWS AND REGULATIONS	92
3.43.	FORCE MAJEURE	92
3.44.	WAR RISKS	93
H.	CHANGE IN CONTRACT ELEMENTS	93
3.45.	VARIATIONS	93
3.46.	EXTENSION OF TIME FOR COMPLETION	96
3.47.	TERMINATION	96
3.48.	ASSIGNMENT & SUB-CONTRACTING	101
3.49.	JOINT AND SEVERAL LIABILITY	102
	SECTION –IV	103
	SPECIAL CONDITION OF CONTRACT (SCC)	103
i)	DEFINITION	103
ii)	CONTRACT PERFORMANCE GUARANTEE	104
iii)	PAYMENTS	104
iv)	ESCALATION	113

v)	LIQUIDATED DAMAGES	113
4.6	NOTICES	113
4.7	LABOUR	113
4.8	SAFETY MEASURES	116
4.9	FIRE FIGHTING MEASURES	116
4.10	DEPLOYMENT OF MANPOWER	116
4.11	QUANTITY OF WORK.....	117
4.12	PROJECT MANAGEMENT	117
4.13	ACCIDENT OR INJURY TO WORKMEN.....	118
4.14	REGULATIONS & STANDARDS.....	118
4.15	INSPECTION AND TESTING	118
4.16	DESIGN AND ENGINEERING	118
4.17	COMPLETION OF WORK.....	119
4.18	TRAINING OF OWNER'S ENGINEER	119
4.19	TAKING OVER	119
4.20	COMPREHENSIVE MAINTENANCE	120
4.21	WARRANTY OF EQUIPMENT	121
4.22	MANUFACTURER WARRANTY CERTIFICATE:	122
4.23	PERFORMANCE GUARANTEE OF PV MODULE:	122
4.24	KICK OFF MEETING	123
	TECHNICAL SPECIFICATION	128
A.	GENERAL REQUIREMENTS:.....	128
5.1	NAME OF THE WORK:.....	128
5.2	SCOPE OF THE WORK:.....	128
5.3	PROJECT SCHEDULE:	128
5.4	MODE OF EXECUTION	128
5.5	SITE INSPECTION	129
5.6	FACILITIES AT SITE.....	129
B.	SYSTEM DESCRIPTION:	129
5.7	LAYOUT:	129
C.	TECHNICAL SPECIFICATION (CIVIL)	134
5.9	SWITCHGEAR CUM CONTROL BUILDING:.....	142
5.10	PV ARRAY O&M MAINTENANCE ARRANGEMENT	146
5.11.	APPROCH ROAD FOR SOLAR POWER PLANT	146
5.12	WATCHMEN / SECURITY CABIN.....	146
•	MODULE WASHING SYSTEM:.....	147
D.	TECHNICAL SPECIFICATION FOR ELECTRICAL.....	148
5.13	SPECIFICATIONS FOR SUPPLY MATERIAL.....	148
5.13.1	PV MODULE:.....	148
5.13.2	GRID CONNECTED INVERTERS	156

5.13.3	PV ARRAY	167
5.13.4	STRING MONITORING BOX (SMB)	167
5.13.5	THREE WINDING TRANSFORMER (INVERTER DUTY TRANSFORMER).....	169
5.13.6	33kV INDOOR SWITCHGEAR & POWER EVACUATION	180
5.13.7	33kV OUTDOOR SWITCHYARD	195
	ANNUNCIATOR.....	251
	LIST OF PROTECTIONS (EXISTING PROTECTION PANELS FOR TRANSFORMER ONLY WILL BE USED UNDER SAS PERVIEW)	252
5.13.8	STATION AUXILIARY TRANSFORMER	328
5.13.9	LT SWITCHGEAR	331
5.13.10	DC BATTERY, BATTERY CHARGING EQUIPMENT & DCDB	337
5.13.11	RELAYS (For HT and LT Switchgear)	344
5.13.12	PROTECTION SYSTEM (HT and LT Switchgear).....	348
5.13.13	EARTHING AND LIGHTNING PROTECTION SYSTEM	352
5.13.14	CONTROL, MONITORING AND DATA ACUSITION.....	355
5.13.15	CABLES & CONDUCTOR:	402
5.13.16	DATA LOGGER:	413
5.13.17	WEATHER MONITORING STATION	413
5.13.18	WEB BASED ON LINE REMOTE MONITORING SYSTEM:	414
5.13.19	EXPORT IMPORT ENERGY METER:	415
5.13.20	ILLUMINATION SYSTEM	415
viii)	MISCELLANEOUS WORKS:	418
5.13.21	FIRE PROTECTION SYSTEM	418
5.13.22	VENTILATION SYSTEM	419
5.13.23	AIR CONDITIONING SYSTEM	420
5.13.24	DRINKING WATER	421
5.13.25	SIGNAGE:	422
5.13.26	FIRE BUCKETS AND HOLDING STANDS	422
5.13.27	KIOSK	423
5.13.28	TOOLS, TACKLES AND SPARES	423
5.13.29	OTHER CONDITIONS	424
	APPROVED VENDOR LIST FOR BOIs:	424
	List of Mandatory Spares	425
	SECTION – VI	429
	FORM-1: CHECK LIST: FORM	431
	FORM-2: FORWARDING LETTER FOR BID SECURITY AND TENDER FEE	433
	FORM-3: BID FORM/UNDERTAKING.....	434
	FORM-4: BID SECURITY	437
	FORM-5: SUMMARY STATEMENT OF YEARLY TURNOVER AND NET WORTH ..	438
	FORM-6: CAPABILITY STATUS.....	439
	FORM-7: SIMILAR TYPE OF ORDERS	440

FORM-8:CURRICULUM VITAE OF KEY PERSONNEL	441
FORM-9: FORMAT FOR SUBMISSION OF PRE-BID QUERIES	443
FORM-10: PROPOSED MODIFICATIONS	444
FORM-11: PROFORMA FOR JOINT VENTURE/CONSORTIUM AGREEMENT	445
FORM-12: POWER OF ATTORNEY	449
FORM-13: DECLARATION FOR NET MINIMUM GUARANTEED GENERATION ...	451
SECTION – VII	452
ANNEXURES	452
ANNEXURE-1: CONTRACT AGREEMENT.....	454
ANNEXURE-2: BG (CONTRACT PERFORMANCE)	456
ANNEXURE-3: BG (MOBILISATION ADVANCE).....	458
ANNEXURE-4: FOR EXTENSION BG	459
ANNEXURE-5: INDEMNITY BOND	460
ANNEXURE-6: COMPLETION CERTIFICATE	462
ANNEXURE-7: APPLICATION FOR PAYMENT.....	463
ANNEXURE-8: TAKING OVER CERTIFICATE	464
ANNEXURE-9: NO-CLAIM CERTIFICATE	465
ANNEXURE-10A: INDEMNITY FOR EQUIPMENT.....	466
ANNEXURE-10B: APPLICATION FOR MATERIAL GATE PASS	469
ANNEXURE-11: AUTHORISATION LETTER	470
ANNEXURE-12: MATERIAL RECEIPT CERTIFICATE.....	471
BOQ for Price Schedule.....	478

BID INFORMATION SHEET

S. No	Aspect	:	Description of Aspect
1.	Title of the NIT	:	Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No.1 in Santhaldih Thermal Power Station(STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.
2.	NIT NO. & Date	:	WBPDC/CORP/NIT/E1438/21-22 Dtd:-11/06/2021
3.	Publishing Date		12.06.2021 at 10:00 a.m.
4.	Document Download start date		12.06.2021 at 11:00 a.m.
5.	Pre-bid queries submission end date		Within 30.06.2021 up to 03:00 p.m.
6.	Pre-Bid Meeting		06.07.2021 at 2:30 p.m.
7.	Bid submission start date		13.07.2021 from 11:00 a.m
8.	Bid submission end date		27.07.2021 till 03:00 p.m
9.	Earnest Money (B.G) physical submission at Corporate office		From 27.07.2021 to 29.07.2021 (between 11:00 a.m. to 3:00 p.m.) (except Saturday/ Sunday/ Holidays of GoWB)
10.	Technical Bid opening date		29.07.2021 at 03:05 p.m
11.	Uploading of Technical Bid Evaluation sheet		To be notified through system generated message
12.	Financial Bid opening date		To be notified through system generated message
13.	Uploading of Financial Bid evaluation sheet		To be notified through system generated message
14.	Scope of Work	:	Clause No.ITB1.3
15.	Estimated Cost	:	Rs.34.84Cr including GST (Rupees Thirty Four Crore and Eighty Four lakh only).

S. No	Aspect	:	Description of Aspect
16.	Cost of the Tender	:	Not applicable
17.	Bid Security/ EMD	:	Rs. 70 Lakh (Rupees Seventy Lakh)
18.	Name, Designation, Address and other details	:	The General Manager (M&C) , The West Bengal Power Development Corp. Ltd. Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106
19.	For any Bid quarry contact Person	:	Mr. S Sengupta, DGM(M&C), Telephone: 0091 – 033 2339 3498, Email: s.sengupta@wbpdcl.co.in
20.	Date of Commencement	:	From the date of issuance of Letter Of Award (LOA).
21.	Time for Completion	:	12 (Twelve) Months from date of LOA
22.	Possession of Site	:	Immediately on receipt of LOA from Purchaser (WBPDCCL).
23.	Performance guarantee for execution of contract	:	i. 3% of the Project Cost plus GST in the form of bank guarantee valid for a period of Seventy Two (72) months with further claim period for ninety (90) days thereafter and as per clause from 3.14.2 & 4.2 of general instructions from nationalized bank as per WBPDCCL approved format. ii. Should be submitted within 15 days from the date of LOA.(BG Format Annexure-2)
24.	Defects Liability Period	:	Sixty (60) calendar months from the date of issue of final completion certificate /Acceptance of work by WBPDCCL (Annexure-6).
25.	Minimum value of work for each RA Bill	:	Rs.10.00 Lakhs. (Rupees Ten lakhs only)
26.	Performance Warranty	:	5% of the Project Cost plus GST will be retained by the Purchaser for the performance warranty and the same will be paid in 1% yearly after successful completion of the work i.e. up to defect liability period.
27.	Integrated project performance of Net Minimum	:	Integrated project performance of minimum solar energy generation at the rate of 1.52MU annually per

S. No	Aspect	:	Description of Aspect
	Guaranteed Generation (NMGG)		MW with degradation of 1% for any reason, from second year onwards.
28.	Liquidated damages for Delay (LD Clause)	:	<p>a. Time Delay: 0.5 % of Project Cost plus GST for per week delay or part there of subject to a maximum of 10% of the Project Cost plus GST.</p> <p>b. Milestone Delay: Delay in attaining the milestones by the contractor shall lead to imposition of intermediary Liquidated damages @0.25% per week of delay upto the maximum extent of 5(Five) Percent of the Project Cost plus GST.</p> <p>c. Total LD value (LD for Time Delay + LD for Milestone Delay) shall not exceed 10% of total Project Cost plus GST.</p>
29.	Performance Penalty	:	<p>i) Penalty shall be levied for performance shortfall on PG test. Maximum penalty for failure of PG test shall be 5% of Project cost plus GST.</p> <p>ii) NMGG shall be considered during O&M period. This Integrated project performance of minimum solar energy at a rate of 1.52MU annually per MW with degradation of 1% for any reason. If generated units fall short, then Rs.4.00 per unit of short fall will be deducted from performance warranty every year up to 5th year. Maximum deduction in case short fall of NMGG shall be 5% of total Project Cost plus GST.</p> <p>iii) Maximum penalty for failure of PG test and NMGG in totality shall be not more than 10% of project cost plus GST.</p>
30.	Statutory Taxes	:	<p>Bidder shall submit the base price:</p> <p>i) GST will be reimbursed at actual by the WBPDCCL to the bidder on submission of appropriate supporting documents.</p> <p>ii) In case of any change in custom duty, entry tax. etc. during the currency of the contract,</p>

S. No	Aspect	:	Description of Aspect
			the same shall be borne by the bidder. No reimbursement shall be allowed.
31.	Operation and Maintenance Cost (Including all Consumables)	:	Operation and Maintenance Cost (Including all Consumables and spares for Routine and preventive maintenance, Break down maintenance, capital maintenance): 10% of the Project cost (excluding Taxes and Duties) for 5(five) years. Clause No.GCC 3.8.4
32.	Insurance	:	Insurance of work and workmen including third party insurance are applicable and to be borne by the Contractor until final handover of the project including O&M period.

Note: GST rate shall be considered according to directive during actual execution time, however present derived rate is 8.9% as per latest circular.

THE BIDDING DOCUMENTS

Section I	:	Instructions To Bidders (ITB)
Section II	:	Bid Data Sheet (BDS)
Section III	:	General Conditions of Contract (GCC)
Section IV	:	Special Conditions of Contract (SCC)
Section V		Technical Specification
Section VI	:	Form
	1	Check List
	2	Forwarding Letter for submission of Bid Security and Tender Fee
	3	Bid Form/Undertaking
	4	Bid Security (Bank Guarantee format)
	5	Summary Statement of Yearly Turnover and Net Worth
	6	Capability Status
	7	Statement of Similar type of order, Orders executed as on date of issuance of NIT
	8	Curriculum Vitae of Key Personnel
	9	Format for Submission of Pre-Bid Queries
	10	Format for Proposed modifications
	11	JV/Consortium Agreement
	12	Power of Attorney
	13	Declaration for Net Minimum Guaranteed Generation
Section VII		Annexure
	1	Proforma of Contract Agreement
	2	Proforma of Bank Guarantee for Mobilisation Advance
	3	Proforma of Bank Guarantee for Contract Performance
	4	Proforma for extension of Bank Guarantee
	5	Proforma of Indemnity Bond
	6	Completion Certificate
	7	Application for Payments
	8	Taking-Over Certificate
	9	No-Claim Certificate
	10A	Indemnity for Equipment
	10B	Application for Material Gate Pass
	11	Application for material gate pass
	12	Authorization letter

SECTION-I

INSTRUCTION TO THE BIDDER (ITB)

A. SCOPE & QUALIFICATION

1.1 NAME OF THE WORK

Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No.1 in Santhaldih Thermal Power Station(STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.

1.2 SOURCE OF FUND

The West Bengal Power Development Corporation Ltd (hereinafter referred to as **WBPDC** or "**PURCHASER**") intends to finance the work covered under these Bidding Documents. The Source of the fund is grant from Govt. of West Bengal.

1.3 SCOPE OF WORK:

The brief scope of work covered under this Tender shall be included but not limited to the following:-

- 1.3.1. The scope of work shall be on the basis of single source responsibility, completely covering all the Equipment/Material specified under the **Technical Specifications**. The work is to be executed on turnkey basis. The Purchaser will not supply any material departmentally. It shall include the following:
 - a. Detailed Site Survey of the Power Plant Raw Water Pond area of WBPDC for Designing and Engineering.
 - b. Submission of Detailed Design Report indicating technical suitability of site for installation of the Power Plant with layout plan.
 - c. Detail calculation of Solar Energy generation (MWp and MW ac) and selection of Module considering NMGG stipulation of Cl 3.33 of GCC for the first five year as well as 25 years of life.
 - d. Detailed Design of the Equipment/ Materials and Submission of Billing Breakup (BBU) with matching the project cost.

- e. Obtaining approval of engineering drawing, technical data, operational manual etc and necessary inspection from the Purchaser.
- f. Complete manufacturing including shop testing.
- g. Procurement, Packing, forwarding, transportation and insurance of Equipment/ Material from the manufacturer's works to the Site.
- h. Material Supply, Receipt, storage, preservation, insurance and conservation of Equipment/ Material at the Site.
- i. Grading, clearing of vegetation of the Site such as bank of the Pond and Site of the Control Building.
- j. Design and assemble of floater & mounting structure and mooring & anchoring system for Floaters with SPV panel. Detail GA and data sheet of each type of floater including its fixing arrangement. Maximum capacity of weight can withstand i.r.o. of each type of floater. Maximum DC Cable carrying capacity of floaters.
- k. Design calculation of total generation including NMGG requirement for next five years shall be substantiated with latest version of PVsyst for approval.
- l. Providing power supply for construction purposes.
- m. Construction of RCC type Inverter room with Power conditioning unit and associated LT and HT switchgear.
- n. Construction of Equipment for switchgear room, SCADA room, store room, battery & Battery Charger room with all electrical fitting and Control room with Central Monitoring and Control Station, security cabin etc.
- o. Installation and commissioning of equipment as per technical design.
- p. All associated electrical and civil works required for interfacing with grid i.e. transformer(s), breakers, isolators, panels, protection system, cables. metering, earthing etc
- q. Power evacuation up to the terminal point at 33kV voltage level as specified in technical specifications.
- r. Water supply arrangement for Control Building.
- s. Construction of roads, walkways and drainage system of Control Building.
- t. SCADA system for remote monitoring and control of SPV panels with all hardware & software.
- u. Till the commissioning of the plant and handing over the same to the Purchaser, the necessary security arrangement of all the materials and equipment will be the sole responsibility of the Contractor.

- v. Final check-up of equipment, installation, and commissioning of power plant and putting the system into successful functional operation.
- w. Reliability tests, performance and guarantee tests, wherever applicable, on completion of commissioning.
- x. Insurance of all the Equipment/ Materials.
- y. Supply of Mandatory Spares.
- z. Providing training up to the satisfaction of the purchaser operating personnel at Manufacturers works, Operating power stations and at site or abroad.
 - a. Providing training material to the end users during onsite training for end users.
 - b. Preparing commissioning certificate and documentation as per MNRE, GoI
 - c. Handing over of power plant.
 - d. Operation & maintenance manpower of SPV Plant along with electrical equipment, consumables and spare parts for a period of five years from the date of successful completion of trial run.
 - e. Providing of routine and break down maintenance of grid connected floating solar PV power plants during comprehensive maintenance period.
 - f. Fulfilment of guarantee obligation.

Note: All the engineering drawing, documents, design, sizing calculation, layout etc. shall be submitted for approval from WBPDC or Consultant of WBPDC.

1.3.2. SUPPLY:

a) The Supply scope includes the following but not limited to:

Manufacture / Procurement, Supply and delivery of all the materials like Floater, PV Module, Module Mounting Structure, Grid Connected Inverters, Transformer, String Monitoring Boxes, Inverter LT Panel, Grid Interfacing LT Panel, Web based monitoring systems, Weather Monitoring Systems, Cables, System protection and other accessories conforming to the Technical Specification as required for successful Installations & commissioning of 5MW Floating Solar PV Power Plant at Santhaldhi Thermal Power Plant.

b) Latest licensed version of PVsyst software (minimum 5 users). Pre activated License is not acceptable. License to be handed over to WBPDC.

c) Mandatory Spares as per list E of Section V.

1.3.3. SURVICE, ERECTION & OTHER SEVICES:

The Erection and Commissioning scope includes the following but not limited to:

Installation, Testing and Commissioning of 5 MW Grid connected Floating Solar Photovoltaic Power Plants on Raw Water Pond No. 1 in Santhaldhi Thermal Power Plant, Purulia, West Bengal, India in turnkey basis including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.

1.3.4. OPERATION AND MAINTENANCE:

Five (5) years comprehensive Operation & Maintenance(O&M) of the Solar PV Plant including power evacuation along with electrical equipment, consumables and spare parts from the date of successful completion of trial run and PG test of the plant.

“**Reliability Run or “Trial Run”** shall mean the first continuous operation of the successful completed Plant & Equipment including all systems & sub-systems in the automatic mode of control system for fourteen (14) days and plant Performance Guarantee Test (PG) to be shown as per the condition of contract.

1.4 QUALIFYING REQUIREMENT FOR BIDDERS:

The Bidder shall meet the following minimum qualification for 5 MW grid connected Floating Solar PV Power Plant:

1.4.1. GENERAL :

The Bidder, who intends to participate in the Bid, must have to meet the following criteria:

1.4.1.1 The Bidder shall be a Sole Proprietorship / Partnership Firm or Company incorporated in India under The Indian Partnership Act 1932 or LLP Act 2008 or Companies Act, 2013.

1.4.1.2 Bidders shall have to submit:

- a) i) **For the Companies** : Audited Balance Sheet and Statement of Profit and Loss Account of Last three (3) consecutive financial years for which the audited accounts are available (FY2017-18, FY2018-19 & FY2019-20)

ii) **Other than Companies:** Tax Audit Report containing details for Last three (3) consecutive financial years (FY2017-18, FY2018-19 & FY2019-20)

b) Acknowledgement of Income Tax Return for the last three Assessment Years (Assessment Year , 2018-19 & 2019-20, 2020-21)

1.4.1.3 The bidder must have valid GST, PF Registration, Return cum Challan (latest available) for Provident fund, ESI registrations; and these are to be submitted along with the bid.

1.4.1.4 If the Bidder is **Bidding Consortium** then-

Joint Venture Bidders shall comply with the following requirements

- i Number of members in a Joint Venture shall not exceed **3 (three)**;
- ii Subject to the provisions of clause (i) above, the Bid should contain the detail information required for each member of the Joint Venture, viz. Financial Capacity, Technical capacity etc of each member;
- iii Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 50% requirement of Financial Capacity and at least 30% of Technical Capacity. The nominated Lead member shall remain unchanged during the entire period of project execution including the Defects Liability Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at **(Form- 12)** duly Signed by all the other Members of the Joint Venture. Each of the other Member(s) shall meet at **least** 30% of the required Technical Capacity and 20% of the required Financial Capacity
- iv The duties, responsibilities and powers of Lead Member shall be specifically included in the Joint Bidding Agreement or Memorandum of Understanding. The Lead Member shall be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Lead Member should have entire responsibility pertaining to execution of the Project;
- v All the Consortium Member should fulfill the criteria as per clause No.1.4.1.
- vi The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to

financial, technical and defect liability obligations which will satisfy the sub-clause 1.4.1.4(iii) above;

- vii All the members of the bidding consortium after the award and signing of the EPC Contract Agreement shall be obliged to continue to discharge their responsibility as the “members” of the consortium for a period covering the entire project completion period including defect liability plus Five (5) years of the Operation & Maintenance period of the project. This five (5) years period shall be deemed to be effective from the date of commencement of the O&M period this project.
- viii **Conflict of interest**-An individual Bidder cannot at the same time be a member of a Consortium applying for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Project;
- ix No Change in the composition of the Consortium will be allowed to be permitted by the Client during the Selection Process and during the subsistence of the Contract (in case the successful Bidder is a consortium).
- x Members of the Consortium shall enter into a binding JV Bidding Agreement duly registered (herein after called as “JV/Consortium Agreement”), for the purpose of submitting a Bid. The registered JV/Consortium Agreement, to be submitted along with the Bid as per format Form-11 of the NIT.
- xi The award of the contract will be conferred on the Lead Member only(refer clause-3.2.3)

1.4.2. TECHNICAL REQUIREMENT:

The Bidder, who intends to participate in the Bid, must have to meet the following criteria:

- i. The Bidder shall have experience of satisfactorily execution of contracts in Planning, Designing, Supply, Installation, Testing & Commissioning of Grid connected Rooftop and/or Ground Mounted and/or Floating Solar PV Power plants at any organization /PSU/ Government Organization having capacity of at least **one (01) number 4 (Four) MWp or two(02) number 1.5 (one and half) MWp** capacity or higher capacity project at a single location in each case during preceding 07 (Seven) years. This plant(s) should be in successful operation since

their commissioning. A certificate to this effect issued by the concerned authority is to be submitted. The bidder shall furnish documentary evidences of satisfactory performances of the said solar power plants by way of submission of monthly generation data on annual basis along with performance certificates issued by the purchaser for minimum 1 (one) year.

- ii. The bidder should submit a list of contracts of similar nature already executed and presently under execution giving details of client, completion time, scope and value of work.
- iii. The Bidder should have minimum **01 (one) number 4 (Four) MWp or 02 (two) number 1.5 (One and half) MWp** capacity Solar PV Power Plant Operation and Maintenance (O&M) experience which
- iv. is in operational in India or abroad for last one year ending at last date of Bid submission.
- v. The Bidder shall submit a latest O&M certificate issued by Project Developer of such plant.
- vi. If the Bidder is Bidding Consortium then the combined technical capability of those Members in such consortium should satisfy the clause 1.4.1.4(iii) conditions of eligibility.

1.4.3. FINANCIAL REQUIREMENT:

The Bidder, who intends to participate in the Bid, must have to meet the following criteria:

- i. Minimum Average Annual Turnover (MAAT) of the Bidder during the last 3 (three) financial years ending 31st March of the previous financial year shall be **Rs.11Cr.**
- ii. If the Bidder is bidding Consortium then the combined MAAT of those Members in such consortium should satisfy the above conditions of eligibility.
- iii. Net worth as per the financial statement of the last financial year as referred in **clause No: 1.4.1. (a)** of this NIT should not be less than **100%** of the paid share capital of the bidder.
- iv. If the Bidder is Bidding Consortium then combined Net Worth of the both partner should not be less than **100% of** the paid share capital of the bidder.

- v. **“Net worth”** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;

1.4.4. OTHER QUALIFICATION REQUIREMENT

- 1.4.4.1 Bidder shall have adequate design, manufacturing and/or fabrication capability and capacity available to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities and present commitments (excluding those anticipated under these bidding documents). If the present commitments are such that the installed capacity results in an inadequacy of manufacturing and/or fabrication capacities to meet the requirements appropriate to the works covered in his bid, then the details of alternative arrangements to be organized by the bidder and/or his collaborator/associate for this purpose and which shall meet the Purchaser's approval, shall also be furnished.
- 1.4.4.2 Bidder shall have an adequate project management organization covering the areas related to engineering of Equipment/Materials, interface engineering, procurement of equipment and the necessary field services required for successful construction, testing and commissioning of all the Works covered in the scope of work for this package and as required by the bidding documents
- 1.4.4.3 Bidder shall have established quality assurance systems and organization designed to achieve high levels of system reliability, both during his manufacturing and/or fabrication and field installation activities
- 1.4.4.4 Notwithstanding anything stated herein, WBPDC reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation.

1.5 RESPONSIBILITY OF BIDDERS

- 1.5.1 The WBPDC will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the WBPDC. Verbal agreement or conversation with any employee of the WBPDC either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.
- 1.5.2 It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the work.
- 1.5.3 It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the works have properly been investigated and considered while submitting the bid. Claims whatsoever including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents will not be entertained by the Purchaser. Neither any change in time schedule of Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder.
- 1.5.4 If the Bidder did not execute Electrical Sub-station of 33 kV or above voltage level then the Bidder have to engage WBPDC approved vendor for 33kV Substation work.
- 1.5.5 Notwithstanding anything stated herein, WBPDC reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation.

1.6 EXPENDITURE OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid and WBPDC in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

1.7 CONTENTS OF BIDDING DOCUMENTS

The scope of work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the bidding documents. The set of

bidding documents uploaded for the purpose of bidding includes the sections stated below together with any addendum/amendment (Clause No. **1.11**) to be issued.

Section I	:	Instructions To Bidders (ITB)
Section II	:	Bid Data Sheet (BDS)
Section III	:	General Conditions of Contract (GCC)
Section IV	:	Special Conditions of Contract (SCC)
Section V		Technical Specification
Section VI	:	Form
	1	Check List
	2	Forwarding Letter for submission of Bid Security and Tender Fee
	3	Bid Form/Undertaking
	4	Bid Security (Bank Guarantee format)
	5	Summary Statement of Yearly Turnover and Net Worth
	6	Capability Status
	7	Statement of Similar type of order, Orders executed as on date of issuance of NIT
	8	Curriculum Vitae of Key Personnel
	9	Format for Submission of Pre-Bid Queries
	10	Format for Proposed modifications
	11	JV/Consortium Agreement
	12	Power of Attorney
	13	Declaration for Net Minimum Guaranteed Generation
Section VII		Annexure
	1	Proforma of Contract Agreement
	2	Proforma of Bank Guarantee for Mobilisation Advance
	3	Proforma of Bank Guarantee for Contract Performance
	4	Proforma for extension of Bank Guarantee
	5	Proforma of Indemnity Bond
	6	Completion Certificate
	7	Application for Payments
	8	Taking-Over Certificate
	9	No-Claim Certificate
	10A	Indemnity for Equipment
	10B	Application for Material Gate Pass
	11	Application for material gate pass
	12	Authorization letter

The bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or uploading of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

1.8 CLARIFICATIONS ON BIDDING DOCUMENTS

- 1.8.1 A prospective bidder requiring any clarification on bidding documents may notify the WBPDC by uploading the same in the e-tendering portal, which shall be available to all the participant bidders, as per Standard Format enclosed with this document **Form 9** and **Form 10** not later than the date and time specified in NIT. The soft copy of the same must be sent in Excel format at the mail address : **Email: s.sengupta@wbpdcl.co.in**
- 1.8.2 The WBPDC will issue clarification(s) as it may think fit after pre-bid meeting prior to the deadline/ extended deadline for submission of bids prescribed by the WBPDC. Written copies of the WBPDC's response will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders
- 1.8.3 Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

1.9 PRE-BID MEETING

- 1.9.1 The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified **in NIT or any specific change, which will be uploaded before the meeting date**. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at this stage by the bidders. The Purchaser shall not be under any obligation to entertain /respond to the suggestions made or to incorporate modifications sought for by the prospective bidders.
- 1.9.2 Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to **ITB. 1.11**
- 1.9.3 Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.

- 1.9.4 Any essential requirement not included in the Price Schedules but required for successful commissioning and operation of Works as per scope of Contract shall be indicated by the bidders as per **Form: 9** of Section VI and submitted before the pre-bid meeting by the date specified in the NIT in line with **ITB. 1.9.1**. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.
- 1.9.5 Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.
- 1.9.6 Venue of Pre bid meeting: WBPDC Corporate office, Kolkata

1.10 AMENDMENT OF BIDDING DOCUMENTS

- 1.10.1 At any time, but not later than seven (7) days prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification request by a prospective bidder, modify the bidding documents by issue of an addendum/amendment.
- 1.10.2 The addendum/amendment will be intimated through e-tendering portal at corrigendum folder. The Purchaser shall assume that the information contained therein have been taken into account by the bidder in its bid. The Purchaser will bear no responsibility or liability arising out of non-cognizance of the same in time or otherwise by the bidder.
- 1.10.3 In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, Purchaser may, at its discretion, extend the deadline for the submission of bids.
- 1.10.4 WBPDC has the liberty to modify the bidding documents by issue of an addendum/amendment or to cancel the bid at any time.
- 1.10.5 For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the e-tendering portal <https://wbtenders.gov.in>.

C. PREPARATION OF BIDS

1.11 ABOUT THE BID

- 1.11.1 **Collection of Bid Document**

The bidder can search & download NIT & Bid Document(s) electronically from e-tender portal **<https://wbtenders.gov.in>** once he/she logs on to the portal using the Digital Signature Certificate (DSC). This is the only mode of collection of Bid Documents.

1.11.2 Language of the bid

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the WBPDC shall be written in the **English language**, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

- 1.11.3 The bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or uploading of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

1.12 DEVIATION

This tender is a '**No Deviation**' tender.

Request for any deviation may be considered only if pointed out by any bidder in the Pre Bid meeting. The queries and proposed modification regarding tender must be submitted by writing as per format (**Vide Form -9 and Form-10**) before pre bid meeting (**ITB. 1.10**)

1.13 GENERAL GUIDANCE FOR E- TENDER

Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

1.13.1 Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, by logging on to **<https://wbtenders.gov.in>** The contractor is to click on the link for e-Tendering site as given on the web portal.

1.13.2 Digital Signature certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

1.14 SITE VISIT

- 1.14.1 The bidder is advised to visit and physically examine the geographical location of Sites of work and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of works. The cost of visiting the site shall be borne by the bidder only.
- 1.14.2 The bidder and any of its authorized personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands/Ponds for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 1.14.3 The site inspection shall be completed before the Pre-bid Meeting, if applicable or within 20 days after the NIT issue date, whichever is earlier.

1.15 BID PRICES

Unless otherwise specified in the Technical Specification, Bidders shall quote for the entire works on a “**Single Responsibility**” basis such that the total bid price covers all the Contractor’s obligations mentioned or to be reasonably inferred from the bidding documents in respect of design, manufacture, including procurement, packing, forwarding transportation, handling, insurance, delivery, installation, testing, pre-commissioning, commissioning, completion of the work and conductance of guarantee tests for the work including supply of spare (if any). This includes the acquiring of all permits, approvals and licenses etc as may be specified in the bidding documents. The bidder shall quote in the appropriate schedule for the proposed bid price for the entire scope of work covered under the bidding documents

1.15.1 PRICE SCHEDULE OF THE BIDDING

- 1.15.2.1 **Price Schedule-1(Supply Schedule):** Price Schedule-1 will consist of price

of Equipment / Materials, including type tests, charges to be manufactured within/outside India i.e. basic cost (ex-factory, ex-works, ex-warehouse, or off-the-shelf, as applicable), then transport, loading, unloading, insurance charge. This base price shall be inclusive of Customs related Duties, entry tax (if any) etc. payable on components and raw materials incorporated or to be incorporated in the goods. Bidder shall submit the base price only. Local transportation including transit insurance, and Taxes to delivery of Equipment / Materials to the Site shall also be included in Price Schedule -1 i.e. Supply Schedule.

1.15.2.2 **Price Schedule-2(Erection Schedule):** Price for Installation and Erection service shall be quoted in the Price Schedule -2 (Service Schedule) and shall include the rates and prices for all labour, Contactor's Equipment Supply of consumables Materials and all matters and things of whatsoever nature, charges for insurance covers other than transit insurance The price schedule shall include the provision of operation and maintenance manuals, training of Purchaser and their nominated personnel and other services, as identified in the bidding documents and necessary for the proper execution of Installation and Erection Services. GST, Customs related duties and other tax and duties shall not be included in the service and consumables materials price but shall be quoted separately in this Price Schedule.

1.15.2.3 **Price Schedule-3(Operation and Maintenance):** Price for O&M contract shall be **10% of the basic project cost (excluding GST) for 5(five) years** which is predefined and O&M contract shall be placed on this basis(refer clause-3.8.4.6)after completion of the project.

1.15.2 The taxes, duties and levies shall be indicated by the bidder in the respective price schedule and shall be quoted as per the rates in force seven (7) days prior to the last date of submission of bids with respect of direct transaction between Contractor and Purchaser. Details of Tax and Duties will be guided by the **clause no. GCC 3.15**.

1.15.3 The bidder shall fill in price for all items described in the price schedules. Item against which no price is entered by the bidder will not be paid for by WBPDC when executed and shall be deemed to have been covered in other prices in the Price Schedule where the evaluation is being done on the basis of total prices quoted for all the Price Schedules.

- 1.15.4 All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or foreign exchange variation will not be entertained for any reason whatsoever.
- 1.15.5 If any rebate/discount is offered, the price after overall discount shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation.
- 1.15.6 In case WBPDC observes that the L1 bidder has quoted abnormally low bid (**less than 80% of estimated cost**), the bid will be compared to the average of bid prices quoted by the other bidders. WBPDC then, shall ask the L1 bidder to produce detailed price analysis to demonstrate the justification of prices quoted in the bid. After evaluation, WBPDC may ask the bidder, at its discretion, to enhance the Performance Guarantee at the bidder's expense, by an extra 10% of L1 bid price as additional performance guarantee. Such additional performance guarantee shall remain valid up to ninety (90) days after the Defect Liability Period of sixty (60) calendar months and project execution period Nine(9) months, with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.

1.15.7 PRICE ADJUSTMENT

Price quoted by the bidder shall be firm during the entire period of contact and Bid evaluation will be done on the quoted price only.

1.16 PERIOD OF VALIDITY OF BIDS

- 1.16.1 The bids submitted by the bidder shall remain valid for a minimum period of **180 days** from the next day of opening of Technical bid. A bid valid for a shorter period than 180 days shall be rejected by the WBPDC.
- 1.16.1 In exceptional circumstances, WBPDC may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the NIT. The request and response thereto shall be made in writing by post or e-mail followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB.1.17 regarding discharge and forfeiture of bid security shall continue to apply during the extended

period of bid validity.

1.17 BID SECURITY

- 1.17.1 Bid Security / Earnest Money Deposit (EMD) of **Rs.70 lakh** must be submitted in form of Demand Draft (DD) / Banker's Cheque (BC) drawn in favour of **'The West Bengal Power Development Corporation Limited(WBPDC)**' payable at Kolkata issued from any schedule commercial Bank of India or in form of Bank Guarantee (BG) (Vide **Form 4** Section-VI) issued from any schedule Commercial Bank of India towards EMD as prescribed in the NIT, initially valid for **180 (One hundred Eighty) days** with claim period of another 3 (three) months, subject to further extension if required. Earnest Money in any other form or amount will not be accepted.
- 1.17.2 Bid security of the unsuccessful bidders will be discharged / returned as promptly as possible after the expiration of the validity of bid security or after the date of signing of Contract Agreement with the successful bidder whichever is earlier.
- 1.17.3 The bid security of the successful bidder will be discharged on furnishing the Performance Guarantee as per **ITB. 1.34** and signing of the Contract Agreement by the bidder.
- 1.17.4 If the bid security is not in adequate value the bid will be rejected by the WBPDC and returned to the bidder within thirty (30) days of the bid opening date.
- 1.17.5 The bid security shall be forfeited in the following circumstances:
- a) If the bidder withdraws its bid as a whole or in part as per **ITB.1.21**, during the period of bid validity specified by the bidder in its bid.
 - b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
 - c) If the bidder does not accept the correction of its bid price pursuant to **ITB. 1.26**
- 1.17.6 If the successful bidder fails, within the specified time limit either to accept the Letter of Award (LoA) and sign the Contract Agreement unconditionally or, to furnish the Contract Performance Guarantee, in accordance with **ITB. 1.34**. WBPDC may cancel the bid and no interest shall be paid by the

Purchaser on the bid security.

1.18 SIGNING OF BIDS

All documents should be digitally signed by the bidders and uploaded by them.

D. SUBMISSION OF BID

1.19 SUBMISSION OF BID

1.19.1 Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in **Techno-commercial Proposal** & the other is **Financial Proposal** before the prescribed date & time using the Digital Signature Certificate (DSC). Virus scanned copy of the documents are to be uploaded duly digitally Signed. The documents will get encrypted (transformed into non readable formats).

1.19.2 General process of submission:

Bids are to be submitted online through the website **<https://wbtenders.gov.in>**. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all the Bid Documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is **Techno-commercial Proposal** i.e. technical bid and the other is **Financial Proposal** i.e. financial bid. The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the Forms / Annexure, fill up the particulars in the designated cell and upload the same in the designated location of Technical Bid. The bidder needs to download the BOQ, fill up the BOQ in the designated Cell and upload the same in the designated location of Financial Bid in Excel.

1.19.3 It is a two part bidding process so the offer contains two Proposals: a) Technical Proposal and b) Financial Proposal.

1.19.3.1 TECHNO-COMMERCIAL PROPOSAL:

The Technical Proposal shall contain scanned copies and/or

declarations in the following standardized formats in two covers/folders:

1. Statutory Cover(**C1**) &
2. Non- Statutory Cover(**C2**)

C1. STATUTORY COVER:

Statutory contain three folders:

- 1) “**Tender fee and EMD**” folder
- 2) “**NIT**” Folder and
- 3) “**Form**” Folder.

1) “EMD” folder:

i. Earnest Money (EMD)/Bid Security

Scanned copy of Demand Draft (DD) / Banker’s Cheque (BC) drawn in favour of “The West Bengal Power Development Corporation Ltd (WBPDC)” payable at Kolkata from any scheduled commercial Bank of India **or** Bank Guarantee (BG) (**Form-4 Section-VI**) issued from any scheduled Commercial Bank of India towards EMD/bid security as prescribed in the NIT.

2) “NIT” Folder

- i. Addenda /Corrigenda: if published

Note: Bidders are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum / Corrigendum will be treated as informal and liable to be rejected.

3) “Forms” folder:

- i. This folder will contain all the following forms given is **section-VI** of this documents
- ii. Check List (**Form – 1**)-document should submit accordingly,
- iii. Forwarding Letter for submission of Bid Security and Tender Fee (**Form – 2**)
- iv. Bid Form (**Form – 3**),
- v. Summary statement of yearly turnover and net worth (**Form – 5**)

- vi. Capability Status **(Form – 6)**
- vii. Statement of Similar Type of Order. Orders Executed as on date of issuance of NIT **[Applicability up to the extent of meeting Technical QR]. (Form – 7).**
- viii. Curriculum Vitae of Key Personnel **(Form – 8).**
- ix. JV/Consortium Agreement**(Form-11)** –if JV/Consortium
- x. Power of Attorney**(Form-12)-** if JV/Consortium
- xi. Net Minimum Guaranteed Generation(NMGG) –**Form-13**

(Only downloaded copies of the above documents duly filled up and are to be uploaded, virus scanned and digitally signed by the bidder).

C2. NON STATUTORY COVER:

Sl. No.	Category Name	Detail(s)
A	Certificate(s)	1. Copy of the GST Certificate
		2. Copy of the PAN certificate/ PAN Card
		3. Declaration of PF Registration Number or Proof of PF Registration ,PF, ESI Challan etc
B	Company Detail(s)	5. Copy of the Registration Certificate under Company Act (Company Incorporation Certificate) or copy of the Registered Deed for Partnership Firm
C	Credential	<p>6. Copy of the Order(s)/ Contract Agreement(s) with the Purchaser / any other Proof of Purchase, as primary agency [Applicability up to the extent of meeting Technical QR].</p> <p style="text-align: center;">AND</p> <p>Corresponding Copy of the Completion Certificate(s) /Commissioning report signed by the Purchaser / Ordering Authority to substantiate the proof of completion of the Solar PV Power Plant(s). [Applicability up to the extent of meeting Technical QR].</p>

D		7. Audited Balance Sheet & Statement of Profit & Loss A/c. [Applicability as per Financial capability].
		8. Copy of Acknowledgement of Income Tax returns [Applicability as per Financial capability].

Bidders are requested to submit all the documents as per the same serial in the above table given.

1.19.3.2 FINANCIAL PROPOSAL

The Financial Proposal shall contain Price Bid and Mode of Transaction in the following standardized format i.e. file named BOQ –in Excels format.

BOQ

- i The BOQ to be filled up and upload is in form of Excel file in the BOQ folder (Cover)
- ii BOQ file consist of one worksheet with two part i.e. 1) Supply Schedule & 2) Erection Schedule
- iii Filling up procedure-
 - a) **Supply Schedule:** To be filled up by the bidders. It is related to the supply items as per **ITB. 1.15.2.1**
 - b) **Erection Schedule:** To be filled up by the bidders. It is related to the corresponding erection of the equipment and other service item of the project as per **ITB.1.15.2.2**

The Material (e.g. civil cost) and Service Component for each item of the “Erection Schedule” should be correctly segregated by the vendor.

1.20 DEADLINE FOR SUBMISSION OF BIDS

- 1.20.1 The original Demand Draft/B.G against Earnest Money Deposit (EMD) must be submitted physically in the tender box at the office of the GM(M&C), Corporate office, WBPDC, under sealed cover super-scribing the name of the work with NIT no., name of the bidder, name of the work etc. on or before the date & time mentioned in the bid data sheet or any extension of date & time . If the bidder fails to submit the original copies within the due

date and time his tender will not be opened and his bid will be rejected.

- 1.20.2 Bids must be received by WBPDC at the online e-tendering portal address specified in **NIT**, no later than the time and date mentioned in **NIT**.
- 1.20.3 The WBPDC may, at its discretion, under intimation to the bidders who have downloaded the bidding documents, extend the deadline for the submission of bids / opening of bids by issuing an addendum and hosting the same on the e-tender portal, in which case all rights and obligations of WBPDC and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.
- 1.20.4 In the event, the deadline for uploading of bid is extended by the WBPDC, the bidders who have already uploaded their bids within the original deadline of submission shall have the option to upload their revised bid in substitution either in full or in part of earlier bid. In the absence of a revised bid, the original bid shall be considered for opening and subsequent evaluation. Wherever, the bidder has submitted the revised bid in full, in modification of earlier bid, the earlier bid shall be returned unopened to the bidder.
- 1.20.5 Submission of original Bid Security (**EMD**) (Offline Submission)
- a) The original copies of the DD/BC towards DD/BC/BG towards EMD (Bid security) as per NIT shall be submitted along with a forwarding letter (**Form -2**) within the date and time as specified in the bids.
- b) If the bidder fails to submit the original copies of the Bid Security within the due date and time, his tender will not be opened and his bid will stand rejected.

1.21 WITHDRAWAL OF BIDS

The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT) and the period of bid validity as per **ITB.1.15**. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security

E. OPENING AND EVALUATION OF TENDER

1.22 BID OPENING

- 1.22.1 As it is a two part Bidding so WBPDC will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate (DSC), at the scheduled date & time for opening of bids as

mentioned in NIT for techno-commercial bid(first part) and Financial bid(second part) will be opened on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids. The bidders' representatives who desire may attend/witness the bid opening event through e-tendering portal at their respective end. In the event of the specified date for the opening of bids being declared a holiday for the WBPDC or suspended for any involuntary reasons, the bids will be opened at the appointed time & date which shall be intimated/ communicated to all the intending bidders.

- 1.22.2 Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.
- 1.22.3 The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details which WBPDC at his discretion may consider appropriate will be notified in the e-tendering portal at the bid opening date.
- 1.22.4 In this case of Single stage two part bids, on the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.
- 1.22.5 In the event, Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the Purchaser may either extend the bid submission deadline or cancel the bidding process any time before issuance of Letter of Award(LOA).

1.23 PROCESS TO BE CONFIDENTIAL

- 1.23.1 Subject to ITB. 1.24, no bidder shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.
- 1.23.2 Any effort by a bidder to influence Purchaser or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his bid.

1.24 CLARIFICATION OF BIDS

- 1.24.1 During bid evaluation, Purchaser may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements (QR) or any other matter related to its bid except to the extent in ITB.1.24.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered speed post/email/courier / hand delivery under acknowledgement / email / fax so as to reach the Purchaser within the time specified in the request for clarification issued by Purchaser.
- 1.24.2 Any post-bid change in the price or substance (techno-commercial) of the bid shall not be sought, offered or accepted.

1.25 DETERMINATION OF RESPONSIVENESS

- 1.25.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether power of attorney of signatory of the bid has been submitted, whether the documents have been properly signed and whether the bids are generally in order and substantially responsive to the requirements of the bidding documents.
- 1.25.2 For the purpose of this clause, a substantially responsive bid is one which conforms to all the Terms, Conditions and Specifications of the bidding documents without material deviation or reservation. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.25.3 Any material information/ data/ document required to be submitted by the bidders as per provisions of bidding documents, if not submitted by the bidder, may render the bid to be non-responsive provided such information/ data/ documents is such that it may adversely affect the evaluation.
- 1.25.4 The Purchaser may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any bidder, as a result of the technical and commercial evaluation pursuant to **ITB. 1.28 & ITB. 1.29**.
- 1.25.5 If a bid is not substantially responsive to the requirements of the bidding documents, it may be rejected by Purchaser and the same cannot

subsequently be made responsive by the bidder by correction.

1.25.6 Conditional bid shall not be accepted by Purchaser

1.26 TIME SCHEDULE

The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the Bids and NIT after the Commencement Date of the Contract as incorporated in the Contract Agreement for completion of Works. Bidders are required to base their prices on the time schedule mention in Clause no. **GCC 3.21**. No credit will be given for earlier completion for the purpose of evaluation.

1.27 PROCEDURE OF EVALUATION OF BIDS

1.27.1 The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive as per clause no. **ITB 1.25** in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. **Bids submitted by bidders with any deviations shall be rejected.**

1.27.2 The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract in terms of the qualifying requirements stipulated in NIT.

1.27.3 The determination will take into account the bidder's financial, technical, production and execution capabilities, in particular its work in hand and future commitments. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder to the bid, as well as such other information as the Purchaser deems necessary and appropriate.

1.27.4 An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily

1.27.5 **Evaluation will be done on base price Only quoted by the bidder in their Bid as per clause 3.15.1 & 3.15.5.**

1.28 COMPARISON OF BIDS

- 1.28.1 The bids shall be compared on the basis of 5 MW Floating Solar PV Plant installation and commissioning prices i.e. for ex-works price of supply portion including Tax and Duties, Insurance, transportation and ex-works prices for Materials, Services/Erection, Testing & Commissioning including Tax and Duties for the entire scope of the Works as defined in the bidding documents.
- 1.28.2 The bid prices shall be in Indian Rupees only and the minimum cost of 5 MW plant for Supply, Erection, Testing & Commissioning, Transportation, GST and other Tax and duties will be considered for selection of the lowest Bidder.

F. AWARD OF CONTRACT

1.29 AWARD CRITERIA

- 1.29.1 The Purchaser will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the lowest bid provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall be the sole judge in this regard.
- 1.29.2 For the purpose of determining the capability and capacity of the bidder to perform the Contract, the Purchaser reserves the right to verify the authenticity of the documents submitted by the bidder for meeting the qualification requirements and may undertake verification of the facilities available with the bidder.

1.30 RIGHT TO REJECT BIDS

WBPDC reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBPDC's action.

1.31 LETTER OF AWARD

- 1.31.1 After approval of bid evaluation by WBPDC, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to

the expiry of the period of bid validity, WBPDC will notify the successful bidder in writing by registered letter and E-mail, that his bid has been accepted. This letter ('Letter of Award' or **LOA or Material/Service Contract**) shall mention the sum which WBPDC will pay to the Contractor in consideration of the execution & completion of the Works by the Contractor as prescribed under the Contract.

- 1.31.2 There will be **One** Material & Service Contract sign as per the BOQ Schedule.
- 1.31.3 Within Seven (07) days of receipt of the LOA, the successful bidder shall sign and return one (1) original copy of the same to WBPDC as acknowledgment of acceptance of the same.
- 1.31.4 The **LOA or Material/Service Contract** will constitute the formation of the Contract as per provisions of **GCC.3.4.5**

1.32 SIGNING OF CONTRACT AGREEMENT

- 1.32.1 WBPDC will send the successful bidder the Contract Agreement (non judicial stamp paper of appropriate value) as per **Annexure: 1 of Section VII** in three (3) copies incorporating all agreements between the parties duly signed by the authorized signatory of the Purchaser along with the LOA.
- 1.33.2 Within Seven (07) days from the date of acceptance of LOA, the successful bidder shall sign the Contract Agreement and return two (2) copies to the Purchaser and retain one (1) copy of the same.

1.33 CONTRACT PERFORMANCE GUARANTEE

- 1.33.1 Within fifteen (15) days of LOA from WBPDC, the successful bidder shall furnish to WBPDC a Contract Performance Guarantee (CPG), as in the form of an unconditional and irrevocable Bank Guarantee equal to **three percent (3%)** of the Contract Price for all the Contracts and as per the **Annexure: 2 of Section VII**.
- 1.33.2 Failure of the successful bidder to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- 1.33.3 **Forfeiture of Contract Performance Guarantee**

Contract Performance Guarantee shall be forfeited if,

- a. The successful bidder does not execute the work within 60 days after placement of Letter of Award (LOA) and/or,
- b. The successful bidder discontinue the work without prior permission of WBPDC and/or,
- c. The successful bidder fails to install/procure the total capacity of the plant as mentioned in the Bid Document and/or,
- d. The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period.

1.33.4 Additional Contact Performance Guarantee (ACPG)

If L1 bidder's quoted bid is 80% or less of the estimated project cost mentioned in this tender then additional Contact Performance Guarantee (ACPG) as in the form of an unconditional and irrevocable Bank Guarantee (BG) equal to ten percent (10%) of the Contract Price for all the Contracts and as per the **Annexure: 2 of Section VII** have to be submitted by the bidder in the form of any scheduled commercial bank before issuance of Contract Agreement. If the bidder fails to submit the Additional Performance Security within scheduled time, his EMD will be forfeited. The Additional Performance Security shall remain valid up to the Defect Liability Period of sixty (60) calendar months and project execution period(9) months, with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.

1.33.5 Forfeiture of Additional Contact Performance Guarantee (ACPG)

Additional Contact Performance Guarantee (ACPG) shall be forfeited if,

- a. The successful bidder does not execute the work after (60) sixty days placement of Letter of Award (LOA) and/or,
- b. The successful bidder discontinue the work without prior permission of WBPDC and/or,
- c. The successful bidder fails to install/procure the total capacity of the plant as mentioned in the Bid Document and/or,
- d. The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period.

1.34 MISREPRESENTATION BY THE BIDDER

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LOA **or Material/Service Contract**, if issued.

SECTION-II

BID DATA SHEET

BID DATA SHEET (BDS)

The following bid specific data for the Equipment/ Materials / Works to be procured shall amend and/or supplement the clauses in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

Name of the Work:	Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 5MW Grid Connected Floating Solar Photovoltaic Power Plant on Raw Water Pond No. 1 in Santhaldihi Thermal Power Station(STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.
--------------------------	--

ITB Clause Ref., if any	Data
	2.1 A. SCOPE & QUALIFICATION
ITB. 1.2	WBPDC intends to finance this Works through fund as to be received from GoWB.
	End user of the Project The West Bengal Power Development Corporation Limited
ITB.1.3	Brief Scope of Work
ITB 1.4	QUALIFYING REQUIREMENT FOR BIDDERS: Prescribed in NIT
ITB 1.4.1.4	Whether Joint Venture is permitted - YES
	Type of Bidding: National Competitive Bidding (NCB).
	2.2 B. THE BIDDING DOCUMENTS
ITB.1.9	Clarification or any proposed modification on bidding document may be submitted by the bidders through mail to the mail address Email: s.sengupta@wbpdcl.co.in as per format of Form 9 and Form 10 of Section VI
	Date & Time up to which request for clarifications will be received: As per NIT
	Clarifications on bidding documents may be obtained from <u>https://wbtenders.gov.in</u>

	NOTE: Late submission of queries will not be entertained.
ITB. 1.10	<p>Pre-bid Meeting</p> <p>Venue :</p> <p>The West Bengal Power Development Corporation Ltd. Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106</p> <p>Date & Time : As per NIT</p>
ITB.1.10.4	The proposed modifications to the bid documents shall be sent by the bidders within the time mentioned in NIT through mail to the mail address Email: s.sengupta@wbpdcl.co.in as per format of Form 10 of Section VI
	2.3 C. PREPARATION OF BIDS
ITB.1.15.8	Price Adjustment is not applicable.
ITB.16.0	Period of validity of bids: As per NIT
ITB.1.18	Validity of Bid Security : As per NIT
	2.4 D. SUBMISSION OF BIDS
ITB.1.19.1	Bids should be submitted online through the portal
ITB.1.19.2	<u>https://wbptenders.gov.in</u>
ITB 1.20.4	<p>Submission of original Tender Fee is Rs. 5900/- and Bid Security (EMD) (Offline Submission) an amount of Rs. 70 lakh.</p> <p><u>Place of Submission</u></p> <p>To</p> <p>The General Manager(M&C) ,</p> <p>The West Bengal Power Development Corporation Ltd. Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106</p> <p>Telephone: 0091 – 033 2339 3621,</p> <p>Email: s.sengupta@wbpdcl.co.in</p> <p>Date & Time : As per NIT</p>
ITB. 1.27	Time to complete the Works from the Date of LOA:- As per NIT
	<p>Detailed Master Network for different activities</p> <p>[To be submitted by successful vendor/contractor]</p>
	<p>The Master Network shall include the major activities listed below showing their inter-relationship and duration so as to meet the schedule dates mentioned above:</p> <ol style="list-style-type: none"> Kick off Meeting Start of engineering

	<ol style="list-style-type: none"> 3. Completion of engineering 4. Start of manufacturing/fabrication 5. Completion of manufacturing/fabrication 6. Commencement of supplies 7. Supplies all items 8. Completion of site delivery of spares 9. Commencement & completion of civil works (wherever applicable) 10. Commencement and completion of erection of equipment/materials. 11. Readiness of the system 12. PG test completion 13. Completion of Works
	<p>The master schedule and the key milestone dates will be discussed with the successful bidder and agreed upon before the issue of LOA. Engineering Drawing and Data Submission Schedule shall also be discussed and finalised before the issue of LOA.</p>
	<p>After the LOA, the Contractor shall plan the sequence of work of manufacture, supply and erection to meet the above stated dates of successful completion of Works and shall ensure all work, manufacture, shop testing, inspection and shipment of the Equipment/Materials in accordance with the required erection sequence.</p>

SECTION-III

GENERAL CONDITION OF CONTRACT (GCC)

A. CONTRACT AND INTERPRETATION

3.1. DEFINITION OF TERMS

Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning:

- 3.1.1 “Purchaser”** shall mean the **“The West Bengal Power development Corporation Limited(WBPDC)”**, having its Office at Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106 and shall include its successors and assigns.
- 3.1.2 “Contract”** means all the Contract Agreement(s) entered into between the Purchaser and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.
- 3.1.3 “Contract Price”** means the sum total of contract price stated in all the Letter of Award(s) as payable to the Contractor for supply, execution and commissioning of the entire Works under the scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract(s). In cases where separate identifiable Works can be completed and taken over by the Purchaser and for which separate completion schedule is provided in the Contract, in relation to such Works, the Contract Price shall mean the price related to such Works completed and taken over by the Purchaser.
- 3.1.4 “Contractor”** means the successful bidder whose bid has been accepted by the Purchaser, named as such in the Contract Agreement and included its legal successors and permitted assigns.
- 3.1.5 “Bidder”** shall mean Bidding Company or a Bidding Consortium (formed through a memorandum of understanding) or any other person submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium / Member of a Bidding Consortium includes its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context

may be.

- 3.1.6 “Bidding Consortium”** shall mean a maximum of three(3) Bidding Companies who have signed a memorandum of understanding collectively submitted the Bid in accordance with the provisions of this RFQ cum RFP.
- 3.1.7 “Project Manager”** means the person appointed by the Purchaser in the manner provided in GCC.3.19.1 hereof and named as such in the SCC to perform the duties delegated by the Purchaser.
- 3.1.8 “Letter of Award”** shall mean intimation in writing by WBPDCCL placing award of contract upon the successful bidder towards execution of the contract on acceptance of the bid offered by the bidder following terms and conditions as enumerated in the tender document.
- 3.1.9** The **‘Engineer-in-Charge’** shall mean the General Manager (Projects), Corporate of the Company
- 3.1.10** The **“Controlling Officer”** shall mean the General Manager/Project In-charge of the respective Power Plants.
- 3.1.11 ‘WBPDCCL’s representative’** shall mean any person or persons or consulting firm appointed/authorized by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope
- 3.1.12** The **‘Sub-Contractor’** shall mean any person/agency to whom any part of the contract has been sublet by the contractor with the consent in writing of the Company and will include the legal representatives, successors and permitted assigns of such persons/agency.
- 3.1.13 ‘Equipment/materials’** shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- 3.1.14 Workmanship’** shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.
- 3.1.15 “Contractor's Equipment”** means all appliances or things of whatsoever nature required for the purposes of execution of work and which are to be provided by the Contractor but does not include any Equipment/ Materials intended to form part of Works.

- 3.1.16 'Specifications'** shall mean collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions and attachments thereto and list of corrections and amendments. **Drawings' means** collectively all the accompanying general drawings as well as all detailed drawings, which may be used from time to time or desired by WBPDCCL.
- 3.1.17 'Approval'** shall mean the written approval of WBPDCCL and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- 3.1.18 'Manufacturer'** shall refer to the party proposing to design/engineering and construct in complete or in part a particular job/work at their works/premises.
- 3.1.19 'Labourer'** shall mean all categories of labour engaged by the Contractor, his sub- contractors and his piece workers for work in connection with the execution of the works covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.
- 3.1.20 'Plant'/'Equipment'/'Stores'** means and include plant and machineries to be provided under the contract.
- 3.1.21 'Delivery of Plant'/'Delivery of Equipment'** shall be deemed to take place on delivery of the plant/equipment in accordance with the terms of the contract complete in all respect after approval by WBPDCCL.
- 3.1.22 'Tests on Completion'** shall mean all such tests as are prescribed by the specification to be made by the Contractor to the satisfaction of WBPDCCL before the plant and equipment are taken over by WBPDCCL and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules.
- 3.1.23 'Commissioning'** shall mean the satisfactory, continuous and uninterrupted operation of the equipment/work as specified after all necessary initial tests, checks and adjustments required at site for a period of at least 15 (fifteen) days to the satisfaction of WBPDCCL.
- 3.1.24 "Completion of Facilities"** means that all the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally as per Technical Specifications and put in a tight and clean condition and that all work in respect of Pre-

commissioning of the Facilities or such specific part thereof has been completed and Commissioning has been attained as per Technical specifications.

- 3.1.25 'Urgent Works'** shall mean any urgent measures, which in opinion of the Engineer-in- Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other/reason WBPDC may deem expedient.
- 3.1.26 "MNRE"** shall mean Ministry of New and Renewable Energy, Government of India;
- 3.1.27 "kWp"** shall mean Kilo-Watt Peak;
- 3.1.28 "Pond"** shall mean Raw Water Pond no. 1.
- 3.1.29 Month/'Calendar month'** means not only the period from the first of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.
- 3.1.30 'Week'** means seven consecutive calendar days.
- 3.1.31 'Writing'** shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- 3.1.32 "Site"** means the place or places, where Works are to be executed by the Contractor or to which Equipment machinery are to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Purchaser, use in connection with the work other than merely for the purposes of access.
- 3.1.33** The term '**Services**' shall mean all works to be undertaken by the contractor as laid down under the head "Scope of work" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval". "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- 3.1.34 'General Conditions'** shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto