



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

NOTICE INVITING TENDER (NIT)

e-Procurement

NIT No: WBPDC/CORP/NIT/E1478/21-22 Dtd:-05/10/2021

National Competitive Bidding

For

E-tender cum reverse auction for Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 2 X 10 (AC) MW Phase I & Phase II Grid Connected Ground Mounted Solar Photovoltaic Power Plants at Santhaldih Thermal Power Station (STPS), Purulia, West Bengal on turnkey basis 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

October-2021

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CONTENTS

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	20
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.....	28
1.18 SIGNING OF BIDS.....	29
D. SUBMISSION OF BID	29
1.19 SUBMISSION OF BID	29
1.20 DEADLINE FOR SUBMISSION OF BIDS	34
1.21 WITHDRAWAL OF BIDS	35
E. OPENING AND EVALUATION OF TENDER	35
1.22 BID OPENING	35
1.23 PROCESS TO BE CONFIDENTIAL	36
1.24 CLARIFICATION OF BIDS	36
1.25 DETERMINATION OF RESPONSIVENESS	37

1.26	TIME SCHEDULE.....	37
1.27	PROCEDURE OF EVALUATION OF BIDS	38
1.28	Not applicable.....	39
F.	AWARD OF CONTRACT.....	39
1.29	AWARD CRITERIA.....	39
1.30	RIGHT TO REJECT BIDS	39
1.31	LETTER OF AWARD.....	39
1.32	SIGNING OF CONTRACT AGREEMENT	40
1.33	CONTRACT PERFORMANCE GUARANTEE	40
1.34	MISREPRESENTATION BY THE BIDDER	42
	SECTION-II	43
	BID DATA SHEET	43
2.1	A. SCOPE & QUALIFICATION	43
2.2	B. THE BIDDING DOCUMENTS	44
2.3	C. PREPARATION OF BIDS	44
2.4	D. SUBMISSION OF BIDS.....	44
	SECTION-III.....	46
	GENERAL CONDITION OF CONTRACT (GCC).....	46
	A. CONTRACT AND INTERPRETATION	46
3.1.	DEFINITION OF TERMS	46
3.2.	CONTRACT DOCUMENTS.....	50
3.3.	NOTICE.....	52
3.4.	INTERPRETATION	53
3.5.	GOVERNING LAW	54
3.6.	SATTLEMENT OF DISPUTE	54
3.7.	COMPLIANCE WITH LAWS	55
	B. SUBJECT MATTER OF CONTRACT	56
3.8.	SCOPE OF WORKS	56
3.9.	VARIATION, ADDITIONS AND OMISSIONS	62
3.10.	OBLIGATIONS OF THE CONTRACTOR	62
3.11.	OBLIGATIONS OF THE PURCHASER.....	63
	C. PAYMENT	63
3.12.	CONTRACT PRICE.....	63
3.13.	TERMS AND PROCEDURE FOR PAYMENT	64
3.14.	SECURITIES	64
3.15.	TAXES, DUTIES AND OTHER LEVIES	65
	D. INTELLECTUAL PROPERTY	67
3.16.	PATENT RIGHTS & ROYALTIES	67
3.17.	CONFIDENTIAL INFORMATION	68

3.18.	ADVERTISING.....	69
E.	WORK EXECUTION	69
3.19.	PURCHASER'S REPRESENTATIVE	69
3.20.	CONTRACTOR'S REPRESENTATIVE	70
3.21.	MILESTONE OF PROJECT.....	71
3.22.	SUBMISSION OF DETAILED DESIGN REPORT	73
3.23.	PROGRAMME	73
3.24.	DESIGN AND ENGINEERING	75
3.25.	PROCUREMENT	76
3.26.	CONTRACTOR'S CONSTRUCTION MANAGEMENT:.....	77
3.27.	INSPECTION & TESTING	80
3.28.	TESTS ON COMPLETION.....	83
3.29.	REJECTION.....	84
3.30.	PERMISSION TO DELIVER	84
3.31.	COMPLETION OF WORKS	84
3.32.	TAKING OVER	85
F.	GUARANTEES AND LIABILITIES	87
3.33.	NET MINIMUM GUARANTEED GENERATION (NMGG).....	87
3.34.	LIQUIDATED DAMAGES	88
3.35.	DEFECTS LIABILITY	90
3.36.	LIMITATIONS OF LIABILITY.....	92
G.	RISK DISTRIBUTION	93
3.37.	TRANSFER OF PURCHASERSHIP.....	93
3.38.	RISK AND RESPONSIBILITY	93
3.39.	CARE OF WORKS.....	94
3.40.	ACCIDENT OF INJURY.....	95
3.41.	INSURANCE.....	95
3.42.	CHANGE IN LAWS AND REGULATIONS	97
3.43.	FORCE MAJEURE.....	97
3.44.	WAR RISKS	98
H.	CHANGE IN CONTRACT ELEMENTS	99
3.45.	VARIATIONS.....	99
3.46.	EXTENSION OF TIME FOR COMPLETION.....	101
3.47.	TERMINATION	102
3.48.	ASSIGNMENT & SUB-CONTRACTING.....	107
3.49.	JOINT AND SEVERAL LIABILITY	107
	SECTION -IV	109
	SPECIAL CONDITION OF CONTRACT (SCC)	109
4.1	DEFINITION	109
4.2	CONTRACT PERFORMANCE GUARANTEE	110
4.3	PAYMENTS.....	110

4.6	NOTICES	122
4.7	LABOUR	122
4.8	SAFETY MEASURES & SECURITY	124
4.9	FIRE FIGHTING MEASURES	125
4.10	DEPLOYMENT OF MANPOWER DURING O&M	125
4.11	QUANTITY OF WORK.....	126
4.12	PROJECT MANAGEMENT	126
4.13	ACCIDENT OR INJURY TO WORKMEN.....	127
4.14	REGULATIONS & STANDARDS.....	127
4.15	INSPECTION AND TESTING	127
4.16	DESIGN AND ENGINEERING	127
4.17	COMPLETION OF WORK.....	128
4.18	TRAINING OF OWNER’S ENGINEER	128
4.19	TAKING OVER:	129
4.20	COMPREHENSIVE MAINTENANCE	129
4.21	WARRANTY OF EQUIPMENT	131
4.22	MANUFACTURER WARRANTY CERTIFICATE:	131
4.23	PERFORMANCE GUARANTEE OF PV MODULE:	132
4.24	KICK OFF MEETING	132
4.25	CLEAN-UP AND WASTE DISPOSAL.....	132
4.26	CO-ORDINATION WITH STATUTORY BODIES AND OUTSIDE AGENCIES AND COMPLIANCE OF STATUTORY REQUIREMENT.	133
4.27	PERFORMANCE GUARANTEE (PG) TEST.....	133
	TECHNICAL SPECIFICATION	140
	A. GENERAL REQUIREMENTS:.....	140
5.1	NAME OF THE WORK:.....	140
5.2	SCOPE OF THE WORK:.....	140
5.3	PROJECT SCHEDULE:.....	140
5.4	MODE OF EXECUTION	140
5.5	SITE INSPECTION	141
5.6	FACILITIES AT SITE.....	141
	B. SYSTEM DESCRIPTION:.....	142
5.7	LAYOUT:	142
	C. TECHNICAL SPECIFICATION (CIVIL)	146
5.8	TECHNICAL SPECIFICATION FOR CIVIL JOB	146
5.8.2.5.1	ROADS DURING CONSTRUCTION:	158
5.8.4	SWITCHGEAR CUM CONTROL BUILDING:	161
5.9	PV ARRAY O&M MAINTENANCE ARRANGEMENT	167
5.10	WATCHMEN / SECURITY CABIN.....	167
5.11	TRANSFORMER YARD.....	167
5.12	MODULE WASHING SYSTEM & WATER STORAGE:.....	168

D.	TECHNICAL SPECIFICATION FOR ELECTRICAL	171
5.13	SPECIFICATIONS FOR SUPPLY MATERIAL.....	171
5.13.1	PV MODULE:.....	171
5.13.2	GRID CONNECTED INVERTERS.....	182
5.13.3	PV ARRAY.....	192
5.13.4	STRING MONITORING BOX (SMB)	193
5.13.5	THREE WINDING TRANSFORMER (INVERTER DUTY TRANSFORMER).....	194
5.13.7	220 kV & 33kV OUTDOOR SWITCHYARD.....	221
5.13.8	STATION AUXILIARY TRANSFORMER	367
5.13.9	LT SWITCHGEAR	371
5.13.10	DC BATTERY, BATTERY CHARGING EQUIPMENT & DCDB	376
5.13.11	RELAYS (For HT and LT Switchgear)	384
5.13.12	PROTECTION SYSTEM (HT and LT Switchgear).....	388
5.13.13	EARTHING AND LIGHTNING PROTECTION SYSTEM	392
5.13.14	CONTROL, MONITORING AND DATA ACUSITION.....	395
5.13.15	CABLES & CONDUCTOR:	437
5.13.16	Not applicable	449
5.13.17	WEATHER MONITORING STATION	449
5.13.18	EXPORT IMPORT ENERGY METER:.....	455
5.13.19	ILLUMINATION SYSTEM	455
viii)	MISCELLANEOUS WORKS:	458
5.13.20	FIRE PROTECTION SYSTEM	458
5.13.21	VENTILATION SYSTEM	459
5.13.22	AIR CONDITIONING SYSTEM.....	461
5.13.23	DRINKING WATER	461
5.13.24	SIGNAGE:.....	462
5.13.25	FIRE BUCKETS AND HOLDING STANDS	463
5.13.26	KIOSK	463
5.13.27	TOOLS, TACKLES AND SPARES	463
	OTHER CONDITIONS.....	464
5.13.28	APPROVED VENDOR LIST FOR BOIs:	464
5.13.29	LIST OF MANDATORY SPARES:.....	466
	SECTION - VI	474
	FORM-1: CHECK LIST: FORM	476
	FORM-2: FORWARDING LETTER FOR BID SECURITY AND TENDER FEE.....	478
	FORM-3: BID FORM/UNDERTAKING.....	479
	FORM-4: BID SECURITY	482
	FORM-5: SUMMARY STATEMENT OF YEARLY TURNOVER AND NET WORTH ..	483
	FORM-6: CAPABILITY STATUS.....	484
	FORM-7: SIMILAR TYPE OF ORDERS	485
	FORM-8:CURRICULUM VITAE OF KEY PERSONNEL	486

FORM-9: FORMAT FOR SUBMISSION OF PRE-BID QUERIES487

FORM-10: PROPOSED MODIFICATIONS488

FORM-11: PROFORMA FOR JOINT VENTURE/CONSORTIUM AGREEMENT489

FORM-12: POWER OF ATTORNEY493

FORM-13: DECLARATION FOR NET MINIMUM GUARANTEED GENERATION
FOR PHASE I & PHASE II EACH.....495

SECTION – VII.....496

ANNEXURES496

ANNEXURE-1: CONTRACT AGREEMENT.....498

ANNEXURE-2: BG (CONTRACT PERFORMANCE)500

ANNEXURE-3: BG (MOBILISATION ADVANCE).....502

ANNEXURE-4: FOR EXTENSION BG503

ANNEXURE-5: INDEMNITY BOND504

ANNEXURE-6: COMPLETION CERTIFICATE506

ANNEXURE-7: APPLICATION FOR PAYMENT507

ANNEXURE-8: TAKING OVER CERTIFICATE508

ANNEXURE-9: NO-CLAIM CERTIFICATE509

ANNEXURE-10A: INDEMNITY FOR EQUIPMENT510

ANNEXURE-10B: APPLICATION FOR MATERIAL GATE PASS513

ANNEXURE-11: AUTHORISATION LETTER514

ANNEXURE-12: MATERIAL RECEIPT CERTIFICATE515

ANNEXURE-13: RECORD BOOK FOR GRID OUTAGE516

BID INFORMATION SHEET

S. No	Aspect	:	Description of Aspect
1.	Title of the NIT	:	E-tender cum reverse auction for Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 2 x 10 MW (AC) Phase I & Phase II Grid Connected Ground Mounted Solar Photovoltaic Power Plants at Santhaldih Thermal Power Station (STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.
2.	NIT NO. & Date	:	WBPDCCL/CORP/NIT/E1478/21-22 Dtd:- 05/10/2021
3.	Publishing Date		08.10.2021 at 10:00 a.m.
4.	Document Download start date		08.10.2021 at 11:00 a.m.
5.	Pre-bid queries submission end date		Within 26.10.2021 up to 03:00 p.m.
6.	Pre-Bid Meeting		29.10.2021 at 2:30 p.m.
7.	Bid submission start date		09.11.2021 from 11:00 a.m
8.	Bid submission end date		22.11.2021 till 03:00 p.m
9.	Earnest Money (B.G) physical submission at Corporate office		From 22.11.2021 to 24.11.2021 (between 11:00 a.m. to 3:00 p.m.) (except Saturday/ Sunday/ Holidays of GoWB)
10.	Technical Bid opening date		24.11.2021 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

S. No	Aspect	:	Description of Aspect
15.	Estimated Cost	:	Rs. 55.85 Cr including Comprehensive O&M with GST (Rupees Fifty five Crore and eighty five lakh only) for Phase I
		:	Rs. 50.41 Cr including Comprehensive O&M with GST (Rupees fifty Crore and forty one lakh only) for Phase II
16.	Cost of the Tender	:	Not applicable
17.	Bid Security/ EMD	:	Rs. 2,12,52,000/- (Rupees Two crore twelve Lakh fifty two thousand only)
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 Arindam Das, Manager-Civil(M&C), Telephone: +919073900862, Email: a_das@wbpdcl.co.in
20.	Date of Commencement	:	From the date of issuance of Letter Of Award (LOA).
21.	Time for Completion for each contract (for Phase I & Phase II)	:	12 (Twelve) Months from date of LOA
22.	Possession of Site	:	Immediately on receipt of LOA from Purchaser (WBPDC).
23.	Performance guarantee for execution of each contract (for Phase I & Phase II)	:	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 WBPDC approved format. ii. Should be submitted within 21 days from the date of LOA.(BG Format Annexure-2)
24.	Defects Liability Period each contract (for Phase I & Phase II)	:	Sixty (60) calendar months up to successful completion of Comprehensive O&M job from the date of issue of final completion certificate of first contract of each project (Annexure-6).

S. No	Aspect	:	Description of Aspect
25.	Minimum value of work for each RA Bill of each contract (Phase I & Phase II)	:	Rs.20.00 Lakhs. (Rupees Twenty lakhs only)
26.	Performance Warranty For each contract (for Phase I & Phase II)	:	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 Guaranteed Generation (NMGG) For each contract (for Phase I & Phase II)	:	Integrated project performance of minimum solar energy generation at the rate of 1.60 MU annually per MW AC with degradation of 0.7% for any reason, from second year onwards.
28.	Liquidated damages for Delay (LD Clause) For each contract (Phase I & Phase II)	:	<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 For each contract (Phase I & Phase II)	:	<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 1.60 MU annually per MW AC with degradation of 0.7% for any reason. If generated units fall short, then Rs.4.00 per unit of short fall plus</p>

S. No	Aspect	:	Description of Aspect
			<p>applicable taxes (if any) 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 For each contract (Phase I & Phase II)	:	Bidder shall submit the base price excluding GST: i) GST will be reimbursed at actual by the WBPDCCL to the bidder on submission of appropriate supporting documents. ii) In case of any change in custom duty, entry tax. etc. during the currency of the contract, the same shall be borne by the bidder. No reimbursement shall be allowed.
31.	Operation and Maintenance Cost (Including all Consumables) For each contract (Phase I & Phase II)	:	Operation and Maintenance Cost (Including all Consumables and spares for Routine and preventive maintenance, Break down maintenance, capital maintenance): 7.5 % of the Project cost (excluding Taxes and Duties) for 5(five) years. Clause No. GCC 3.8.4
32.	Insurance For each contract (Phase I & Phase II)	:	Insurance of supply, erection work and workmen including third party insurance of each equipment are applicable and to be borne by the Contractor until final handover of the project upto defect liability period including successful completion of O&M period. Contractor will be responsible for maintaining the Insurance Policy for the complete Plant and Facilities during the O&M period also.
33.	Mode of Tendering	:	E-tendering cum reverse auction.

Note:

- i) **E-tendering cum reverse auction is common for two projects but there will be two separate LOA for Phase I and Phase II project. Tender-cum**

reverse auction will be evaluated considering total base price (Project cost) of both Phase I and Phase II.

- ii) GST rate shall be considered at actual according to directive during actual execution time, however present derived GST rate is 8.9% as per latest circular.**

SECTION-I

INSTRUCTION TO THE BIDDER (ITB)

A. SCOPE & QUALIFICATION

1.1 NAME OF THE WORK

E-Tender-cum-Auction is hereby invited by the General Manager (M&C), WBPDC for “Design & Engineering, Manufacture / Procurement, Supply, Erection, Testing and Commissioning of 2 x 10 MW (AC) Phase I & Phase II Grid Connected Ground Mounted Solar Photovoltaic Power Plants at Santhaldih Thermal Power Station (STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance” as detailed below, through electronic tendering from the resourceful (e-tender-cum-auction), well experienced and financially sound Agencies / Companies.

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 for each project 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 proposed solar plant 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 Module mounting structure (MMS). Detail GA and data sheet of each type of MMS its fixing arrangement.
- k. Design calculation of total generation including NMGG requirement for next five years shall be substantiated with latest version of PVsyst for approval with maximum accurate weather data like latest version of Solargis.
- l. Providing power supply for construction purposes.
- m. Construction of RCC/PEB type Inverter room with Power conditioning unit and associated RCC type LT and HT switchgear cum control room.
- 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 220 kV & 33 kV voltage level as specified in technical specifications for Phase I and Phase II Project.
- 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 successful completion of O&M activities 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 from the date of site hand over.

- 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 Solar power stations at site.
- aa. Other Services:
 - 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 and completion of all facilities.
 - e. Providing of routine and break down maintenance of grid connected ground 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 PV Module, Module Mounting Structure, Grid Connected Inverters, 220/33 kV 31.5 MVA Transformer, Inverter transformer, String Monitoring Boxes, HT panel, LT Panel, other LT boards, Web based monitoring systems, Weather Monitoring Systems, PLC/ DCS, Cables, System protection and other accessories conforming to the Technical Specification as required for successful Installations & commissioning of 2 x 10 MW Phase I & Phase II Grid

Connected Ground Mounted Solar PV Power Plants on turnkey basis at Santhaldhi Thermal Power Plant.

b) Mandatory Spares as per list Section V.

1.3.3. SURVICE, ERECTION & OTHER SEVICES:

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

Survey, area grading, Installation, Testing and Commissioning, PG test etc. Including completion of all facilities of 2 x 10 MW Phase I and Phase II Grid connected Ground Mounted Solar Photovoltaic Power Plants at 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 completion of all facilities of each project. PG test shall be completed within six months from the Start date of O&M Contract in line with **Cl. no. 4.27.**

1.4 QUALIFYING REQUIREMENT FOR BIDDERS:

The Bidder shall meet the following minimum qualification for 2x10 MW grid connected Ground 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 (including Balance Sheet and Statement of Profit and Loss Account) 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 20 (Twenty) MWp or two (02) number 10 (Ten) 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 **20 (Twenty) MWp or 02 (two)** number **10 (ten) MWp** capacity Solar PV Power Plant Operation and Maintenance (O&M) experience which is in operational in India or abroad for last one year ending at last date of Bid submission.
- iv. The Bidder shall submit a latest O&M certificate issued by Project Developer of such plant.
- v. 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. 32 Cr.**
- 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, WBPDCCL 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 WBPDCCL 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 WBPDCCL. Verbal agreement or conversation with any employee of the WBPDCCL 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
	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 WBPDCCL 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: a_das@wbpdcl.co.in**

1.8.2 The WBPDCCL 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 WBPDCCL. Written copies of the WBPDCCL'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 online to be held on the date and time 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: WBDCL 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 WBDCL 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 **Mode of Tendering: E-Tender cum Reverse Auction**

1.11.2 **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.

1.11.3 **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 WBPDCCL 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.

- 1.11.4 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, BOCW, 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. (Separate for Phase I & Phase II project)

- 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 site 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. (Separate for Phase I & Phase II project).
- 1.15.2.3 **Price Schedule-3(Operation and Maintenance):** Price for O&M contract shall be **7.5 % 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 The financial proposal to be submitted in Finance Cover and should contain the following document in one cover. The bidder should fill up the BOQ with quoted value. Once completion of quoting rates, the bidder must encrypt the rates and upload the same with digitally signed. (Only downloaded copies of the above document are to be uploaded, virus scanned and digitally signed by the bidder). **Then, reverse e-auction process will be executed among all the eligible bidders.**

1.15.7 Not applicable.

1.15.8 **PRICE ADJUSTMENT**

Price quoted by the bidder shall be firm during the entire period of contact and Bid evaluation for Phase I and Phase II will be done on the quoted base 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 /Ernest Money Deposit (EMD)

i) **Rs. 2,12,52,000/- (Rupees Two crore twelve Lakh fifty two thousand only)**

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 execution 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) **“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 in 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, Last paid PF, ESI Challan etc.
		4. Copy of the ESIC registration.
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 **In BOQ, Bidders will quote total Project Cost (excluding O&M job) and Total GST in INR for Phase -1 & Phase-II. Evaluation of L1 will be done based on minimum base price of total project cost of Phase I and Phase II (i.e. excluding O&M job & total GST) quoted by the bidder during reverse e-auction.**
- iii BOQ file consist of one worksheet with two part i.e. 1) Supply Schedule & 2) Erection Schedule
- iv 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. It is inclusive of Local Transportation, Inland transit insurance, and other local cost including Mandatory Spares.**
 - 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 including site insurance.**
 - c) Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/Structural works price) should not be less than 7% of total supply price of Main Equipment.
 - d) Bidders are advised to price their bids in such a manner that the Civil Works Price Component of the bid price (including Site Fabricated Structural works price) should not be less than 12% of total supply price of Main Equipment.
 - e) Mandatory spares component of each project should not be less than 1.0% of total project cost of each project i.e. Phase I and Phase II.

- f) L1 bidder shall submit the breakup of Phase I and Phase II price considering above conditions before LOA in the given format within 48 hours after completion of E-auction.

➤ **Sample calculation of estimated Project cost and O&M cost:**

Total estimated Project cost of Phase I and Phase II and Comprehensive O&M including GST = Rs. 10626.00 Lakh.

Say, estimated basic cost of project (excluding GST) for Phase I and Phase II = P (assume);

Estimated project cost including GST = 1.089P, where GST is 8.9%;

Basic estimated comprehensive O&M cost for 5 years = 0.075P, (7.5% of basic project cost)

Total estimated comprehensive O&M cost including GST = 0.075P x 1.18 = 0.0885P (Where GST is 18%)

Total estimated Project cost including O&M and GST = 1.089P + 0.0885P = 1.1775P

Therefore,

$$1.775P = 10626.00$$

i.e. P = Rs. 9024.20 Lakh

Total estimated Project cost including GST = Rs. 9827.35 Lakh

Total estimated comprehensive O&M cost including GST = Rs. 798.64 Lakh

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 The financial evaluation will be a two stage process. Initially the process of price bid decryption will be same as is normally executed in an e-Tender. Subsequent to this, reverse e-auction process will be executed among all the eligible bidders following the standard e-auction procedure of the portal, i.e. **<https://wbtenders.gov.in>**.

1.27.6 EVALUATION:

Bidder shall quote the Total Bid price (for Phase I and Phase II) required for setting up the 2 x 10 MW Solar PV Ground Solar Project in the financial part of bid.

All the Bidders shall be quote the following information in Bidding documents:

- Quoted Price in INR (X) excluding GST. Base price only shall be considered for evaluation.

- The Evaluation criteria for the Project cost shall be based on lowest **X_{Revised}** i.e. revised Cost during reverse bidding for both 2 x 10 MW Solar Project (in total):

X_{Revised} (INR).

- **Total price including of L1 price shall be divided into 55.85 : 50.41 ratio for Phase 1 and Phase II project cost respectively. Two separate LOA's shall be placed on L1 bidder for Phase 1 and Phase II job.**

1.27.7 **Evaluation will be done on base price only quoted by the bidder during Reverse auction in their Bid where L1 will be selected on mention in cl. No. 1.19.3.2 (ii) Cl. No. 3.15.1 & Cl. No. 3.15.5.**

1.28 Not applicable.

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

WBPDCCL 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 WBPDCCL's action.

1.31 LETTER OF AWARD

1.31.1 After approval of bid evaluation by WBPDCCL, 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, WBPDCCL 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 WBPDCCL 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 Material & Service Contract will be issued as per the BOQ Schedule submitted by L1 bidder in line with **Cl. No. 1.19.3.2 and Cl. No. 3.2.**

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 WBPDCCL 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 Within Seven (07) days from the date of acceptance of LOA, the successful Bidder submit two separate Contract Agreements for Phase I and Phase II (6 copies in original on non-judicial stamp paper of appropriate value) as per **Annexure: 1 of Section VII** in three (3) copies each incorporating all agreements between the parties duly signed by the authorized signatory of the Bidder along with the LOA.

1.33.2 WBPDCCL shall sign the above Contract Agreements if found in order and return one (1) copy to the Bidder.

1.33 CONTRACT PERFORMANCE GUARANTEE

1.33.1 Within fifteen (21) days of LOA from WBPDCCL, the successful bidder shall furnish to WBPDCCL two separate Contract Performance Guarantee (CPG), as in the form of an unconditional and irrevocable Bank Guarantee equal to three percent (3%) of the Contract Prices including GST for Phase I and Phase II i.e. 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 discontinues 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 (12) 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 discontinues 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 2 x 10 MW Phase I & Phase II Grid Connected Ground Mounted Solar Photovoltaic Power Plants at Santhaldihi Thermal Power Station(STPS), Purulia, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.
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ITB Clause Ref., if any	Data
	2.1 A. SCOPE & QUALIFICATION
ITB. 1.2	Fund from Govt. of WB.
	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	<p>Clarification or any proposed modification on bidding document may be submitted by the bidders through mail to the mail address Email: a_das@wbpdcl.co.in as per format of Form 9 and Form 10 of Section VI</p> <p>Date & Time up to which request for clarifications will be received: As per NIT</p> <p>Clarifications on bidding documents may be obtained from <u>https://wbtdenders.gov.in</u></p> <p>NOTE: Late submission of queries will not be entertained.</p>
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	<p>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: a_das@wbpdcl.co.in as per format of Form 10 of Section VI</p>
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 ITB.1.19.2	<p>Bids should be submitted online through the portal <u>https://wbtdenders.gov.in</u></p>
ITB 1.20.4	<p>Submission of original Bid Security (EMD) (Off line Submission) an amount :</p> <p>Rs. 2,12,52,000/- (Rupees Two crore twelve Lakh fifty two thousand only)</p> <p><u>Place of Submission</u></p> <p>To</p> <p>The General Manager(M&C) , 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: a_das@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"> 1. Kick off Meeting 2. Start of engineering 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(WBPDCCL)”**, 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 WBPDCCL 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 "Ground"** shall mean Phase I and Phase II project location.
- 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

- 3.1.35 ‘Date of Contract’/‘Commencement Date’** shall mean the date on which Letter of Award will be issued.
- 3.1.36 ‘Zero Date’** will be started from the date of issuance of Letter of Award (LOA).
- 3.1.37 “Program”** means the Program to be submitted by the Contractor in accordance with GCC and any approved revisions thereto.
- 3.1.38 “GCC”** means the General Conditions of Contract hereof.
- 3.1.39 “SCC”** means the Special Conditions of Contract.
- 3.1.40 “Trial Run”** means the first continuous operation of the complete Plant & Equipment including all systems & sub-systems in the of mode Remote operation from SCADA for fourteen (03) days with continuous daily operation, trial shall necessarily include steady operation of the each project at its evacuation capacity successfully without any unforeseen/spurious tripping of any running equipment.

3.2. CONTRACT DOCUMENTS

3.2.1. CONSTRUCTION OF CONTRACT

The Contracts to be entered into between the Purchaser and the successful bidders shall be as under:

Phase I : 10 MW Ground Mounted Project	
First Contract: Supply, Erection and Commissioning	<p>“PART A” is for ex-works supply of Equipment / Materials & Transport, transit insurance, unloading, storage, handling.</p> <p>“PART B” is for civil works as per Schedule of Works (Electrical & Civil), at Site, installation services (including rates and prices for all material/ labour, Contractor’s Equipment, temporary works, consumables and all matters and all matters and things of whatsoever nature of such works), training of Purchaser’s personnel etc and all other services specified in the Contract Documents.</p>
“Second Contract” : Comprehensive O&M.	for Comprehensive Operation & maintenance for five (5) years which shall be conferred after

	successful completion of the project.
Phase II : 10 MW Ground Mounted Project	
First Contract: Supply, Erection and Commissioning	<p>“PART A” is for ex-works supply of Equipment / Materials & Transport, transit insurance, unloading, storage, handling.</p> <p>“PART B” is for civil works as per Schedule of Works (Electrical & Civil), at Site, installation services (including rates and prices for all material/ labour, Contractor’s Equipment, temporary works, consumables and all matters and all matters and things of whatsoever nature of such works), training of Purchaser’s personnel etc and all other services specified in the Contract Documents.</p>
“Second Contract” : Comprehensive O&M.	for Comprehensive Operation & maintenance for five (5) years which shall be conferred after successful completion of the project.

- 3.2.2.** The award of these three Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Works as per Contract Documents.
- 3.2.3.** If the successful bidder is a Bidding Consortium then the award of this three contract will be conferred on the Lead Member. But all the member of the consortium shall be severally and jointly liable and responsible for execution of the contract. In the event of failure on the part of the second member of the consortium to perform its obligation, then the Lead member of the consortium shall be solely responsible to fulfil the remaining obligations of its partner for the purpose of completion of contract including statutory obligations(refer Clasuse-3.49).
- 3.2.4.** Subject to **Sl. no.2** of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 3.2.5.** Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide the Purchaser with at least **six (6) copies** of the Contract Documents within **seven (07)** days after signing of the Contract Agreement.
- 3.2.6.** The Contractor shall provide free of cost to WBPDCCL all the engineering data,