



THE DURGAPUR PROJECTS LIMITED

NOTICE INVITING TENDER (NIT)

e-Procurement

NIT No: WBDPL/PP/T/PP-435/2021/21-22/E-148 , Dtd:-24/11/2021

National Competitive Bidding

For
E-tender cum Reverse Auction for “Design & Engineering, Manufacture/
Procurement, Supply, Erection, Testing and Commissioning of 7 MW Phase-I Grid
Connected Ground Mounted Solar Photovoltaic Power Plants at Durgapur Projects
Limited(DPL), Durgapur, West Bengal on Turnkey basis with 05 (Five) years
comprehensive Operation and Maintenance”.

THE DURGAPUR PROJECTS LIMITED

(A Govt. of West Bengal Enterprise)

CIN: “U40102WB1961SGC025250”

Dr Bidhan Chandra Roy Avenue, Industrial Area, Durgapur, West Bengal-713201

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IMPORTANT DATES

#	NIT NO. & Date		WBDPL/PP/T/PP-435/2021/21-22/E-148, Dated: 24/11/2021
1	Publishing Date	:	24.11.2021 at 14:00 Hrs.
2	Document Download start date	:	24.11.2021 at 17:00 Hrs
3	Pre-bid queries submission end date	:	14.12.2021 at 15:00Hrs
4	Pre-Bid Meeting	:	17.12.2021 at 15:00Hrs
5	Bid submission start date	:	20.12.2021 from 11:00Hrs
6	Bid submission end date	:	27.12.2021 till 15:00Hrs
7	EMD Submission End Date	:	29.12.2021 till 15:00Hrs
8	Technical Bid opening date	:	30.12.2021 at 11:00Hrs
9	Uploading of Technical Bid Evaluation sheet	:	To be notified through system generated message
10	Financial Bid opening date	:	To be notified through system generated message
11	Uploading of Financial Bid evaluation sheet	:	To be notified through system generated message

SECTION-I

BID SUMMARY

1.01 GENERAL

In this section brief summary of the tender has been discussed, this is only for quick overview of the Tender documents. This information is also not sufficient to clarify all the terms and condition, supply and service scope of the tender. Bidders are requested to go through these tender documents thoroughly before participating the Tender. Purchaser will not be responsible for any type of negligence of the bidder

1.02 SECTION-II: INSTRUCTION TO BIDDER

SN	Subject	Remarks
1.	For any Bid quarry contact Person	Mr. Sudito Pal, DGM(PTC), Ph-9434735849 Sri Partha De, Sr. Mgr(CC), Ph-9434713057
2.	Tender Inviting Authority	Sr. Mgr (CC), DPL, contractcelldpl@gmail.com
3.	Tender Cost	Nil
4.	Bid Security/EMD	Rs. 71.0 Lakh
5.	Contract Performance BG(CPBG)	3% of the Contract Value, EMD may convert to CPBG, additional 10% of the Contract value of CPBG is required if bid price less than Rs. 28.25Cr.
6.	QUALIFICATION REQUIREMENT	
A	Technical	
	Job Experience	
	a) At least one (01) number 7(Seven) MW capacity or two(2) number Four(4) MW Capacity or higher capacity Solar PV project installation at a single location during preceding 07 (Seven) years. b) Minimum 01 (one) number 7 (Seven) MW or or two(2) number Four(4) MW or higher capacity Solar PV Power Plant Operation and Maintenance (O&M)	

Section-I: Bid Summary

	<p>experience</p> <p>c) If Consortium:</p> <p>i. Maximum three(3) member</p> <p>ii. Each of the other Member(s) shall meet at least 30% of the required Technical Capacity and 20% of the required Financial Capacity</p>	
B	Financial	
	Minimum Average Annual Turnover (MAAT)	Rs.12Cr.
	Net worth for last 3 years ending 31st March 2021	Positive
7.	PRICE SCHEDULE	<p>1. Supply Cost and</p> <p>2. Service Cost</p>
8.	TYPE OF BID PROPOSAL	<p>1. Technical and</p> <p>2. Financial</p>
9.	Period of validity of Bid	180 days
10.	Bidding Process	Reverse Bidding/ Auction

1.03 SECTION-IV: SPECIAL CONDITION OF CONTRACT(SCC)

SN	Subject	Remarks
1.	Mobilisation Advance	10 % of the Contract Price (Supply & Erection Contract) with 110% BG
2.	CPBG	To be given with 15 days of LOA placement
3.	Performance Guarantee	Net Minimum Guaranteed Generation (NMGG) of solar energy at rate of 1.60 MU/MW AC annually with a degradation of 0.7% for any reason, from second year onwards
4.	Liquidated Damages	<p>Time Delay: 0.5% of the value of delayed job for each week of delay and part thereof subject to a maximum of 10% of the Project cost plus GST.</p> <p>Milestone Delay: 5% (Five Percent) of the Contract price.</p> <p>Total LD: Shall not exceed 10% of total Contract Price plus GST.</p>

Section-I: Bid Summary

5.	Payment Terms	
A	Supply	70% after delivery
		15% after Erection
		5% after commissioning
		5% after PG Test
		5% will be retained for performance securities
B	Service	65% of the contract value will be given pro rata basis after erection of the material (Mobilization Advance paid as per Clause 4.04.02 will be recovered proportionately from bills under this phase of payment).
		20% after Testing & Commissioning
		5% after PG Test
		5% after successful completion
		5% will be retained for performance securities
6.	Mandatory Spare	70% of the Supply price production of MDCC
		30% of the Supply price production of MRC
7.	O&M	Contract Price: O&M contract value for the project is pre-defined. Cost for the 5 years O&M will be 7.5% of the awarded Basic Project Cost (excluding GST) .
8.	Insurance	Contractor's All Risk (CAR) policy, Workmen compensation, Material Transit Insurance, Equipment Asset insurance.
9.	Defect Liability Period	60 Month after commissioning
10.	Project duration	12 Months

1.04 SECTION-V: TECHNICAL SPECIFICATION

1.04.01 MAIN OBJECTIVES:

Installation of 7 MW AC Ground Mounted Solar PV Plant

1.04.02 CIVIL ENGINEERING

SN	Subject	Remarks
1	Approx Area	24 Acre
2	Topography Survey & Contour	To be done
3	Site Leveling and	To be done

Section-I: Bid Summary

	Grading	
4	Paving the Site	
5	PEB	For Inverter Room and Dry Type Transformer Room
6	RCC Building	Main control room with other room like SCADA room, Battery UPS room, Security, Store room
7	RCC Water Tank	3 no. RCC water tank with capacity 30MX15MX3M with two compartments with 2 pumps for each pond.
8	CLSM Paving	Full plant area to be paving with CLSM
9	Draining System	All draining system should be connected with the three water storage tank

1.04.03 ELECTRICAL ENGINEERING

SN	Subject	Remarks
1	Module	Monofacial/Bifacial, Minimum capacity is 500Wp and 10% of the DC Margin to be given
	Inverter	Size not more than 2000KW AC
	415V LT Switchgear	2 Incomer(VCB), 1 Bus coupler, 2 spare feeder, 2-outgoing feeder
	6.6kV MV Switchgear	Incoming feeder (VCB)- 4Nos.& 3 space to be kept Outgoing feeders- 4Nos. (one for Aux. Transformers, 3-for power evacuation to Unit #6)- Spare Feeders- 02Nos. Space for future feeders-02Nos. Refurbishment of 03Nos. existing old breakers
	Cable Laying	3Run x3C, 400 sq.mm of approx. length 1200 Mtr. Cable laying (Burid) from indoor switchgear to 6.6 KV switchgear of U #6 Reserves building.
	Invert duty Transformer	3 Nos. 2MVA(0.4/6.6kV) and 1 No 1MVA(0.4/6.6kV) Dry type ANAN cooled Transformer to be supplied
	Station Auxiliary Transformer	One number 250kVA(6.6/.415kV)dry type transformer to be supplied, Note8*
	SCADA	To be provided
	WMS	To be provided

**** Another LT source will be provided from the existing Transformer located near Administrative Building, DPL. Requisite cable, breaker etc. to be supplied by the Bidder.**



SECTION-II

INSTRUCTION TO THE BIDDER

A. SCOPE & QUALIFICATION:

2.01.00 INTRODUCTION

2.01.01 The Durgapur Projects Limited, (hereinafter called “DPL” or “Purchaser”), wishes to receive bids for the Package named mentioned in the clause no.2.02.00.

2.01.02 Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity/ Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Purchaser / DPL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer; Amendment/Corrigendum; Schedule of Quantity/Bill of Quantity (BOQ), appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

2.02.00 NAME OF THE WORK

E-tender cum Reverse Auction for “Design & Engineering, Manufacture/ Procurement, Supply, Erection, Testing and Commissioning of 7 MW Phase-I Grid Connected Ground Mounted Solar Photovoltaic Power Plants at Durgapur Projects Limited(DPL), Durgapur, West Bengal on Turnkey basis with 05 (Five) years comprehensive Operation and Maintenance”.

**2.03.00 SOURCE OF FUND**

The Durgapur Projects Ltd (hereinafter referred to as DPL or “Purchaser”) intends to finance the Work covered under these Bidding Documents. The Source of the fund is grant from Govt. of West Bengal.

2.04.00 SCOPE OF WORK

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

2.04.01 The scope of work for this project shall be on the single source responsibility basis, completely covering all the Equipment/Material specified under the Technical Specifications. The work is to be executed on **turnkey** basis. The brief scope of work are as follows:

2.04.02 SUPPLY SCOPE:

The Supply scope includes the following but not limited to:

Brief scope of Manufacture, Supply and delivery of the following Materials:

- i) PV Module (Monocrystalline Solar PV Modules, Monofacial having capacity minimum 500 Wp and MNRE approved),
- ii) Module Mounting Structure
- iii) Grid Connected Inverters
- iv) Station Aux Transformer
- v) Station Aux Transformer
- vi) String Monitoring Boxes/ Array Junction Box,
- vii) HT Switch Gear
- viii) LT Switchgear
- ix) DC DB, AC DB
- x) other LT boards
- xi) Web based monitoring systems
- xii) SCADA and its accessories
- xiii) All type of MC4 connectors



- xiv) UPS
- xv) Control Room Monitoring Desk
- xvi) Weather Monitoring Systems
- xvii) PLC/ DCS
- xviii) CCTV
- xix) Street Light
- xx) Supply for Module cleaning System
- xxi) All type of Cables and its accessories
- xxii) Safety items
- xxiii) Supply of all type of O&M supply and consumable
- xxiv) All type of Civil Construction Materials
- xxv) All other items which are not mentioned above but required for successful Installations & commissioning of 7 MW AC Grid Connected Ground Mounted Solar PV Power Plants on turnkey basis at DPL.
- xxvi) **Mandatory Spare:** As per the list mentioned in this tender documents.

2.04.03 SERVICE SCOPE(Erection & Commissioning and Other Service)

The scope of type of Services to complete the Erection and Commissioning includes the following but not limited to:

- a. Detailed Site Survey of the proposed solar plant area of DPL 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. Detailed design calculation report for achieving Net Minimum Guaranteed Generation (NMGG) target stipulated in the NIT for 7MW AC Solar PV Plant.
- d. Detailed Design of the Equipment/ Materials and Submission of Billing Breakup (BBU) with matching the quoted project cost.
- e. Obtaining approval of engineering drawing, sizing calculation, layout technical data, BBU, 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 Receipt, storage, preservation, insurance and conservation of Equipment/ Material at the Site.
- i. Cleaning of vegetation of the site, Leveling of site to even out the surface and laying of cast in situ slab as per the technical specification.
- j. Design and assemble of Module mounting structure (MMS). Detail GA and data sheet of each type of MMS with its fixing arrangement to be provided by the vendor before job execution.
- k. Design calculation of total generation including NMGG requirement for next five years shall be substantiated with latest version of PV system for approval with maximum accurate weather data **like latest version of SOLARGIS or NASA or METERIONAM.**
- l. Providing power supply for construction purposes.
- m. Construction of PEB type Inverter room/Power conditioning unit
- n. Construction of RCC Main Control Room and associated RCC type LT and HT switchgear.
- o. 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.
- p. Installation and commissioning of equipment as per technical design.
- q. All associated electrical and civil works required for interfacing with grid i.e. transformer(s), breakers, isolators, panels, protection system, cables. Metering, earthling etc.
- r. Construction of 6.6kV switchgear and cable laying through the cable trench for Power evacuation to the U#6 Reserve Bus Building, at a distance of around 1200 metres from site(Bidder should visit the site for verification of cable length) .as specified in technical specifications.



- s. Water supply arrangement for Control Building, cleaning water for PV modules etc.
- t. Construction of roads, walkways and drainage system of Control Building.
- u. SCADA system for remote monitoring and control of SPV panels with all hardware & software.
- v. Low lying area below HFL(High flood level) to be converted into Water Reservoirs with garlanding for supplying water for cleaning of the PV modules
- w. 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.
- x. Final check-up of equipment, installation, and commissioning of power plant and putting the system into successful functional operation.
- y. Reliability tests, performance and guarantee tests, wherever applicable, on completion of commissioning.
- z. Insurance of all the Equipment/ Materials.
- aa. Comprehensive O&M for 5 years with all type of supply.
- bb. Providing training up to the satisfaction of the purchaser operating personnel at Manufacturers works, Operating Solar power stations at site.
- cc. Other Services:
 - i. Providing training material to the end users during onsite training for end users.
 - ii. Preparing commissioning certificate and documentation as per MNRE, GoI.
 - iii. Handing over of power plant.
 - iv. 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.

- v. Providing of routine and break down maintenance of grid connected ground solar PV power plants during comprehensive maintenance period.
- vi. PG Test within six(6) month from the date of complete commissioning of the plant.
- vii. Fulfillments of guarantee obligation.

2.04.04 OPERATION AND MAINTENANCE:

Five (5) years comprehensive Operation & Maintenance (O&M) of the Solar PV Plant includes power evacuation along with electrical equipment, consumables and spare parts along with regular module cleaning from the date of successful completion of trial run and completion of all facilities of the project.

2.05.00 QUALIFYING REQUIREMENT FOR BIDDERS

The Bidder must have to meet the following minimum qualification for installation of 7MW ground mounted Solar PV Project at DPL:

2.05.01 GENERAL

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

- I. The Bidder shall be a Sole Proprietorship / Firm or Company incorporated in India under the Companies Act, 1956 or 2013 or Indian Partnership Act 1932 or LLP Act 2008.
- II. 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 (FY2018-19, FY2019-20& FY2020-21)
 - ii) **Other than Companies:** Tax Audit Report containing details for Last three (3) consecutive financial years (FY2018-19, FY2019-20& FY2020-21)



- b) Acknowledgement of Income Tax Return for the last three Assessment Years (Assessment Year- 2019-20& 2020-21, 2021-22)
- III. The bidder must have valid GST, PF Registration, return cum Challan (latest available) for Provident Fund, ESI registrations are to be submitted along with the bid.
- IV. If the Bidder is **BIDDING CONSORTIUM** then-
- Joint Venture Bidders shall comply with the following requirements
- a) Number of members in a Joint Venture shall not exceed **3 (three)**;
 - b) 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;
 - c) 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% requirement 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
 - d) 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;
 - e) All the Consortium Member should fulfill the criteria as per clause No.2.05.01.



- f) 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 2.05.01IV(iii) above;
- g) 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.
- h) 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).
- i) 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.
- j) The award of the contract will be conferred on the Lead Member only(refer clause-3.2.3)

V. **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;

2.05.02 TECHNICAL ELIGIBILITY CRITERIA

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



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

- i. The Bidder shall have Planned, Designed, Supplied, Erection & Commissioned of Grid connected Ground Mounted and/or Floating Solar PV Power plants at PSU/ Government Organization/Reputed private organization having capacity of at least **one (01) number 7(Seven) MW** capacity or **two(2) number Four(4) MW** Capacity or higher capacity project at a single location during preceding 07 (Seven) years.
- ii. This plant(s) must have been in successful operation for at least Twelve (12) months prior to the date of Bid submission date of this tender.
- iii. The bidder shall furnish documentary evidences of satisfactory performances of the said solar power plants by way of submission of monthly generation data along with performance certificates issued by the purchaser for minimum 1 (one) year.
- iv. 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.
- v. The Bidder should have minimum **01 (one) number 7 (Seven) MW** or **two(2) number Four(4) MW** or **higher** 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.
- vi. The Bidder shall submit a latest O&M certificate issued by Project Developer of such plant.
- vii. However, the originals of these documents shall have to be produced by the bidder, as and when asked for.



viii.If the Bidder is Bidding Consortium then the combined technical capability of those Members in such consortium should satisfy the clause 2.05.01(IV) conditions of eligibility.

2.05.03 FINANCIAL ELIGIBILITY CRITERIA

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.12Cr.**
- II.** Net worth as per the financial statement of the last financial year as referred in **clause No: 2.05.01 II(a)** of this NIT should not be less than **100%** of the paid share capital of the bidder.
- III.** “**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;
- IV. If the Bidder is Bidding Consortium:**
 - a) If the Bidder is bidding Consortium then the combined MAAT of those Members in such consortium should satisfy the clause 2.05.03(I) of the above conditions of eligibility.
 - b) 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

2.05.04 OTHER QUALIFICATION REQUIREMENT

- I.** 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.

- II. 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
- III. 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
- IV. Notwithstanding anything stated herein, DPL reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation.

2.06.00 RESPONSIBILITY OF BIDDERS

2.06.01 The DPL 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 DPL. Verbal agreement or conversation with any employee of the DPL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

2.06.02 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.

2.06.03 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.

2.06.04 If the Bidder did not execute Electrical Sub-station of 6.6 kV or above voltage level then the Bidder have to engage DPL approved vendor for 6.6kV Switch gear work.

2.06.05 Notwithstanding anything stated herein, DPL reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation.

2.07.00 COST/EXPENDITURE OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of his bid and DPL 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

2.08.00 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. 1.12) to be issued.

Section	Documents
Section I	Bid Summary
Section II	Instructions To Bidders (ITB)
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 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



Section		Documents
	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.

2.09.00 SITE VISIT

The bidder is advised to visit and examine project site and its surroundings and obtain for himself, on his own responsibility, all information that may be necessary for entering into contract. The bidder will assess and satisfy himself as to the adequacy of the local conditions such as approach roads to the site, adequacy of existing culverts/bridges/roads for the expected traffic, water and power supply, nature of ground and sub soil condition, water table level, accommodations required during the contract, climatic conditions, local terrain, availability of labour and construction materials, details of taxes, duties and levies as applicable and any other information required. The cost of visiting the site shall be at the bidder's own expenses.



2.10.00 CLARIFICATIONS ON BIDDING DOCUMENTS

- 2.10.01** A prospective bidder requiring any clarification on bidding documents may notify the DPL 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;** sudiptopal1971@gmail.com, contractcelldpl@gmail.com
- 2.10.02** The DPL 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 DPL. Written copies of the DPL's response will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders
- 2.10.03** Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

2.11.00 PRE-BID MEETING

- 2.11.01** 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.
- 2.11.02** Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to ITB. 2.12
- 2.11.03** 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.



2.11.04 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. 2.11.1. 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.

2.11.05 Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

2.11.06 **Venue of Pre bid meeting: DPL Technical Building, Durgapur.**

2.12.00 AMENDMENT OF BIDDING DOCUMENTS

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.

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.

2.12.01 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.

2.12.02 DPL has the liberty to modify the bidding documents by issue of an addendum/amendment or to cancel the bid at any time.



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

2.13.00 DOCUMENT CONSTITUTE THE BID

2.13.01 Mode of Tendering: E-Tender cum Reverse Auction

2.13.02 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.

2.13.03 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 Purchaser 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.

2.13.04 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.

2.14.00 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.

2.15.00 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.

Registration of Bidder:

If any bidder willing to take part in the bidding process of e-Tendering will have to be enrolled & registered in <https://wbtennders.gov.in> as “Online bidder enrolment”.

Digital Signature Certificate (DSC): For enrolment each bidder is required to obtain a Class-II or Class-III DSC for enrolment and submission of tenders from the approved service provider of the National Informatics Centre (NIC). DSC is given as a USB e-Token.

2.16.00 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

2.16.01 PRICE SCHEDULE

2.16.01.01 Price for Supply Schedule: Supply Schedule will be consisting of Ex-works 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 price shall be inclusive of all Tax and Duties (GST, Customs related Duties etc) payable on components and raw materials incorporated or to be incorporated in the goods. GST, Customs related duties and other tax and duties shall not be included in the ex-works price but shall be quoted separately in this Price Schedule. Local transportation including transit insurance and Taxes to delivery of Equipment / Materials to the Site shall also be included in Price Supply Schedule.

Supply schedule is having two part:

- i) Supply of all Material cost
- ii) Supply of Mandatory spare cost

2.16.01.02 Price for Service Schedule: Price for Installation and Erection Service shall be quoted in the 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.

Service Schedule is having three Part

- i. Installation Service Charge
- ii. Testing and Commissioning Charge
- iii. Cost of materials used for Civil works

2.16.01.03 The taxes, duties and levies shall be indicated by the bidder in the Supply



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 3.17.01**

- 2.16.01.04** 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 DPL 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.
- 2.16.01.05** 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.
- 2.16.01.06** If any rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation.
- 2.16.01.07** In case DPL 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. DPL then, shall ask the L1 bidder to produce detailed price analysis to demonstrate the justification of prices quoted in the bid. After evaluation, DPL 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, failing which the bid security may be forfeited.

2.16.02 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.

**2.17.00 PERIOD OF VALIDITY OF BIDS**

- 2.17.01** 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 DPL.
- 2.17.02** In exceptional circumstances, DPL 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.2.18.00** regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

2.18.00 BID SECURITY

- 2.18.01** Bid Security /Ernest Money Deposit (EMD) of **Rs.8.0lakh** must be submitted either in online mode or in the form BG (Vide **Form 4 Section-VI**) issued by any Scheduled Bank approved by the RBI.

The Bank Guarantees (BG), if submitted, should remain valid for 180 days from the date of opening of the Technical Bid with a claim period of another 90(ninety) days.

- 2.18.02** 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.
- 2.18.03** The bid security of the successful bidder will be discharged on furnishing the Performance Guarantee as per ITB. **2.39.00** and signing of the Contract Agreement by the bidder.



2.18.04 If the bid security is not in adequate value the bid will be rejected by the DPL and returned to the bidder with in thirty (30) days of the bid opening date.

2.18.05 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.2.22.00**, during the period of bid validity specified by the bidder in its bid.
- b) If the successful bidder fails to execute the contract.
- c) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- d) If the bidder does not accept the correction of its bid price pursuant to **ITB 2.28.00**.
- e) 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.

2.18.06 No interest shall be paid by the Purchaser on the bid security.

2.19.00 SIGNING OF BIDS

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

D. SUBMISSION OF BID

2.20.00 SUBMISSION OF BID

2.20.01 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.

2.20.02 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.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC).

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

2.20.04 TECHNO-COMMERCIAL PROPOSAL:

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized format with two covers (folders).

c1) Statutory Cover &

c2) Non- Statutory Cover

C1. STATUTORY COVER:

Statutory contain three folders:

- i) “Tender fee and EMD” folder
- ii) “NIT” Folder and
- iii) “Form” Folder.



1) **“Tender Fee and EMD”** folder:

- i. **Tender Fee:** No tender fee required.
- ii. **Earnest Money (EMD)/Bid Security:** EMD to be submitted either in online mode or in the form BG (Vide **Form 4 Section-VI**) issued by any Scheduled Bank approved by the RBI.

2) **“NIT”** Folder

- i. NIT duly digitally signed
- ii. 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 vide **forms of section-VII**
- 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



(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	1. 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]. AND
C	Credential	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].
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



following table given below.

2.20.05 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.

Bill of Quantity (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. 2.16.01.01
 - 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.2.16.01.02

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

2.21.00 DEADLINE FOR SUBMISSION OF BIDS

2.21.01 The original BG for Earnest Money Deposit (EMD) must be submitted physically in the tender box at the office of the GM(M&C), DPL 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.

2.21.02 Bids must be received by Purchaser at the online e-tendering portal address specified in NIT, no later than the time and date mentioned in NIT.

2.21.03 The Purchaser 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 Purchaser and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

2.21.04 In the event, the deadline for uploading of bid is extended by the Purchaser, 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.

2.21.05 Submission of original Bid Security (EMD) (Offline Submission)

- a) The original copies of the 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.

2.22.00 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.2.17.00**. 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

2.23.00 BID OPENING

2.23.01 As it is three-part Bidding so DPL 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.

2.23.02 Techno-commercial bid (first part):

Purchaser will first open the Techno-commercial bid first on the date and time mentioned in the tender documents. Techno-commercial bids will be scrutinized as per the tender



Technical criteria and those bidders who will be qualified in the techno-commercial bid only their financial bid will be opened.

2.23.03 Financial bid (second part):

Techno-commercial bid qualified bidders bid will be opened for financial bid on the date and time as intimated to the bidder. 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 DPL 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.

2.23.04 Reverse Bid(Third Part):

After opening the financial bid Purchaser will discover the L1 Price for the Project. For reverse bidding this L1 price will be considered as the base price for the Reverse bidding process. After the reverse bidding process the final lowest quote bid will be issued for placement of order. Detailed of the Reverse Auction is mentioned in the clause **no.2.31.00**

2.23.05 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.

2.23.06 The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details which DPL at his discretion may consider appropriate will be notified in the e-tendering portal at the bid opening date.

2.23.07 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.

2.23.08 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).



2.24.00 PROCESS TO BE CONFIDENTIAL

2.24.01 Subject to ITB. 2.25.00, 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.

2.24.02 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.

2.25.00 CLARIFICATION OF BIDS

2.25.01 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.2.25.02. 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.

2.25.02 Any post-bid change in the price or substance (techno-commercial) of the bid shall not be sought, offered or accepted.

2.26.00 DETERMINATION OF RESPONSIVENESS

2.26.01 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.

2.26.02 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.

2.26.03 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.

2.26.04 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. 2.29.00 & ITB2.30.00.

2.26.05 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.

2.26.06 Conditional bid shall not be accepted by Purchaser

2.27.00 CORRECTION OF ARITHMETICAL ERRORS IN PRICE BID

2.27.01 Arithmetical errors will be corrected at the time of evaluation of Price bid and the corrected figure will be considered as evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

2.27.02 If there is a discrepancy between the product of unit price and quantity and the total price, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail. In case unit price or quantity or both are not filled in against any item, it will be treated as zero and will be assumed that the Bidder has absorbed the cost elsewhere in the Price Bid.

2.27.03 The total price so corrected shall be considered for the purpose of evaluation of bid. However, for the purpose of award, the corrected price by the Purchaser or the bid price quoted by the bidder, whichever is lower, will be taken.

2.27.04 Bids will be corrected for the rates of taxes & duties in case of wrong rates taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be



considered, only in respect to direct transactions between the Contractor and Purchaser.

2.28.00 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. **SCC 4.10.01**. No credit will be given for earlier completion for the purpose of evaluation.

2.29.00 PROCEDURE OF EVALUATION OF BIDS

2.29.01 The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive as per Clause no. **ITB 2.27.00** 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.**

2.29.02 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.

2.29.03 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.

2.29.04 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.



2.30.00 COMPARISON OF BIDS

The bids shall be compared on the basis of scope of the work mentioned in clause no.2.04.00 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.

2.31.00 REVERSE AUCTION

Purchaser will go for reverse bidding, after opening of price bid, only the lowest price will be displayed in the e-procurement platform without disclosing the name of the L1 bidder. Reverse auction may hold thereafter on prescheduled date amongst technically qualified bidders. L1 price is fixed as the starting price and lowest price arrived at the end of the reverse auction will be considered as the final L 1 price.

2.31.01 INSTRUCTIONS TO BIDDERS FOR REVERSE AUCTION

- a) This Reverse Bidding will be done through the website: <https://wbtenders.gov.in/nicgep/app>.
- b) Tender Cum Auction is a combination of electronic Tender followed by Auction (Reverse / Forward Auction) in GePNIC. It is generally called as eRA. The Reverse (or Forward) Auction as the case may be, will be conducted after Opening of Price / Financial Bids.
- c) The Tender Inviting Authority (TIA) will normally mention about conducting of eRA along with necessary instructions at the Notice Inviting Tender (NIT) stage itself. In the portal, it will be mentioned in the **Form of Contract** as 'Tender Cum Auction' against the particular tender.
- d) Bidders, who are registered as privileged bidders (like MSME/ Startup / Make in India) in the portal and wish to avail the preferential treatment during financial evaluation of the tender, as per GoI policy should upload relevant



documents during bid submission to claim Preferential treatment, subject to whether the preferential treatment is permitted by TIA against that tender during the time of Publishing.

- e) Bidders are advised to refer the **clause 2.31.02** in this document regarding **terminologies** being used in Tender cum Auction.
- f) Generally, all bidders who are techno-commercially qualified & approved by department/organization will be eligible for participation in the Reverse (or Forward) Auction.
- g) Bidder's eligibility in the Reverse (or Forward) Auction will also depends on the "Bidders Elimination Process" configured by TIA in that tender. The elimination criteria for auction is one which normally restricts one or more bidders from participation in the auction who have quoted in the tender which is exorbitantly high in case of Reverse Auction or very low in case of Forward Auction. Hence, **bidders are advised to quote reasonably in the price bid to avoid elimination from participation in the auction.** Bidders are advised to refer to NIT/ Tender documents or may contact concerned tender inviting authority for auction elimination criteria against the tender.
- h) After opening of the price (financial) bids, System will displays L1 (or H1) bidders price based on either **overall price basis** or **item wise/lot price basis** automatically.
- i) The participation in the auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a qualified bidder is not interested to participate in the auction, then price / financial bid submitted by bidder in the tender shall be treated as final price/financial bid of that bidder.
- j) There will be no participation fees for the Auction. The bidders get an opportunity to change their prices by participating in the auction. In the case of Reverse Auction, the least price among the value quoted by the bidder in the



auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender. In the case of Forward Auction, the highest price among the value quoted by the bidder in the auction and Financial Bid submitted will be taken as the final price quote of the bidder against the tender.

- k) Using the system provided price, which would normally be considered as auction start price (but can be changed by the TIA, if required) and accordingly, will create Reverse (or Forward) Auction as the case may be and the auction will be published by the TIA.
- l) The Techno-commercially qualified bidders (who are not eliminated by the system from participation in the Auction as per elimination criteria set by TIA against that tender cum auction) will receive Auction schedule intimation through e-mail. However, bidders are always advised to visit web site / portal regularly to keep them updated and to timely act upon wrt auction / other requirements of that tender.
- m) The server time (which is displayed on the bidders' dash-board after login) will be considered as the standard time for referencing the deadlines for participation in live auction and other process during auction in the portal. The bidders should follow server time (Server System Clock) for all activities in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30.
- n) As per the configuration defined against the tender cum auction by the TIA, the system will not disclose the name of the L1 (H1) bidder, number of bids and names of the participating bidders on the portal to anybody prior to the completion of Reverse / Forward auction process.
- o) Participation in Reverse(Forward) Auction:**
 - i. Bidders shall login using their login ID & Password and then using DSC.
 - ii. Click on 'My Auctions' button given in left side of page, to view all



Auction details for which bidder is Techno-Commercially qualified.

- iii. For participating in Live Auction during schedule date & time,
 - A. Click on **Live Auctions** Button.
 - B. Click on **View** button to participate in the interested Auction.
 - C. There is List of qualified Lots in which Bidder can participate against selected Auction. Click on **Hammer** Icon to participate in the respective lot.
 - D. On clicking Hammer Icon, system will show Start price, Decremental (or Incremental) price and Current price against lot. Current Price will appear as Blank (-) in case no bidder has offered price.
 - E. In case of Reverse Auction : **Enter your Price** in '**My Auction Price in Rs**' in multiples of decremental value up to above Max Seal % value, and then **sign it digitally** by clicking on Sign Icon and Click on **submit** button.
 - F. System will then display Current Auction Price, Auction submitted Date/Time (last successfully quoted date & time), Auction scheduled date & time, Auction extended time up to (if any) etc.
 - G. On clicking "**Refresh**" Link in the screen, then the screen will be reloaded and will show your Latest Value / Price Quoted and system will also show Least Amount/ Rate (highest amount/ rate) which any Bidder would have quoted.
- p) The live auction will be extended automatically by "Auto Extensions in minutes" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time in minutes" before auction closing. The server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close



time as displayed on the screen.

- q) During the auction the bidders are also advised to click “Refresh” link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become L1/H1 (as the case may be) for the item during this time. To overcome this situation the bidders are also advised to click “Refresh” link for refreshing their webpage frequently.**
- r) The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during Auction.**
- s) The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by Tender Inviting Authority will form a binding contract between Tender Inviting Authority and the bidder for entering into a contract.**
- t) For those bidders, who are eliminated from participating in the auction or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the price/financial bid of the tender will be considered as final price.**
- u) Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.**