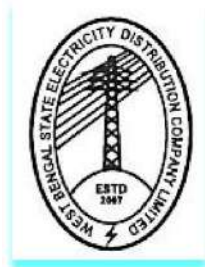


**NIeT No.: WBSEDCL/ SPGD/ 10 MW SPVPP/ TCF CB/ Supply & Installation/ 2023-24/ NIT-47 Date- 11.08.2023.**

**TENDER DOCUMENT**

**FOR**

**Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal**



**WEST BENGAL STATE ELECTRICITY  
DISTRIBUTION COMPANY LIMITED**  
(A Govt. of West Bengal Enterprise)  
**SOLAR POWER GENERATION DEPARTMENT**

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# West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

## Solar Power Generation Department

Centre Complex (3<sup>rd</sup> Floor), Action Area -I, AF Block, Street no. 41, New Town,  
Kolkata-700163

e-mail: [cesolar@wbsecl.in](mailto:cesolar@wbsecl.in)

CIN: U40109WB2007SGC113473

### **NOTICE INVITING TENDER**

**NIeT No.: WBSEDCL/ SPGD/ 10 MW SPVPP/ TCF CB/ Supply & Installation/ 2023-24/  
NIT-47 Date- 11.08.2023**

The Chief Engineer, Solar Power Generation Department, WBSEDCL, Data Centre Complex (3<sup>rd</sup> Floor), Action Area -I, AF Block, Street no. 41, New Town, Kolkata-700163 invites e-tender (**online** Bid submission) through Domestic Competitive Bidding (DCB) from experienced, eligible and resourceful bidders for Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal as detailed below:

<b>Description</b>	<b>Quantity</b>	<b>Estimated Cost (in INR) excluding GST</b>	<b>Earnest Money (in INR)</b>
Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal	As per attached Bill of Material	Rs.12.92 lakh	2% on Estimated cost i.e. Rs. 25,840/-

### **LOCATION / SITE DETAILS OF THE PROJECT:**

Address of site	TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal
Location	TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant
Ownership	Govt. of West Bengal
District	Uttar Dinajpur
State	West Bengal

➤ **Completion time:** 6 (six) months from the date of placement of LOA.

**Key - Dates for e-Tendering:**

<b>Sl. No.</b>	<b>List of Activities</b>	<b>Date &amp; Time</b>
1	Publishing Date	21.08.2023 at 10.00 hrs.
2	Document Download start date	21.08.2023 at 11.00 hrs.
3	Last date of Submission of queries for Pre-bid	28.08.2023 upto 15.00hrs
4	Date of Pre-Bid Meeting	29.08.2023 at 11:00 hrs.
5.	Bid submission (Technical & Financial) start date	01.09.2023 at 10.00 hrs.
6.	End date of Bid submission (Technical & Financial)	11.09.2023 up to 14:00 hrs.
7.	Technical Bid opening date	13.09.2023 14:00 hrs.
8.	Financial Bid opening date	To be notified later on.

**Terms & Conditions of the Tender Notice:**

- 1. Registration of Bidder:** Intending eligible bidders desirous of participating in the tender will have to be enrolled and registered with the Government e-Procurement System and may like to log onto the website <https://wbtenders.gov.in> for the above tender.
- 2. Digital Signature Certificate (DSC):** Bidders willing to take part in the process of e-tendering are required to obtain Class 2 or Class 3 Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under the Controller of Certification Agencies (CCA), Govt of India. The bidders are required to register the fact of possessing the Digital Signature Certificates through the Registration System available in the website. Tenders shall be submitted online and intending bidders should download the tender documents from the website stated above, directly with the help of the DSC. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders (ITB)".
- 3. Tender Fee:** No fee is applicable for purchasing this tender document for the e-tender.
- 4. Earnest Money Deposit:** An Earnest money for bidding of Rs. 25,840/- (Rupees Twenty Five Thousand Eight Hundred Forty only) shall have to be submitted as per following:  
For payment of EMD following payment options are available through online mode:
  - Net-banking through Payment Gateway
  - RTGS/NEFT payment: On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

General Instructions for Online Payment:

- The bidder will have to mandatorily pay through Net-banking facility once Net- banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs, to avoid any complicity.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

Refund/Settlement of EMD Amount:

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- For successful bidders, EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.

Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

No interest shall be claimable on Earnest Money Deposit.

5. **Bid Validity:** The Tender and Offer shall remain valid for a minimum period of 180 days from the date of opening of the Technical Bid. However, WBSEDCL, on the merit of the case, may request extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.
6. The bidder or their duly authorized representative should attend the **Pre-bid Meeting** at the stipulated date and time as mentioned in the Key date's schedule.
7. Any evidence of unfair Trade Practices including over charging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the bidders.
8. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally without assigning any reason what-so-ever.
9. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract, Special Conditions of Contract and Technical Specification/Bill of Materials of this tender.
10. The Tender Inviting Authority reserves the right to modify, amend or supplement the Tender Document. Any corrigendum, notification concerned to this tender will be published in the e-tender portal <https://wbtenders.gov.in> and it will be treated as part and parcel of the tender. The bidders are, therefore, advised to follow the website for such corrigendum, notification etc.

- 11.** All the important correspondence must be done through declared authorized email-id with scanned copy of documents/letter in company's letter head/pad. However hard copies (1 Set) of Tender document in original should reach our office through post / by hand from your end within the stipulated date. Any short of delay will not be entertained under any circumstances.
- 12.** Any further information related to this tender may be had from the following office:  
Office of the Chief Engineer  
Solar Power Generation Department,  
West Bengal State Electricity Distribution Company Limited (WBSEDCL) 3rd Floor, Data Centre Complex, Street No. 41, Action Area-I, New Town, Kolkata – 700 163.  
Website : [www.wbsedcl.in](http://www.wbsedcl.in)  
Contact  
Tel. Nos.: +91 8900793309/10/29  
Email id : [cesolar@wbsedcl.in](mailto:cesolar@wbsedcl.in)

**INSTRUCTIONS TO BIDDERS  
(ITB)**

**1. Name of the Work:**

Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal.

**2. Scope of Work:**

Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal.

The scope of work shall be on the basis of single source responsibility, completely covering supply & installation of all Equipment/Materials specified under the Bill of Materials, providing all required services as per terms & conditions of this tender document. It will include but not limited to the followings:

- a. Providing engineering drawing, data.
- b. Procurement/supply of equipment/materials including testing at manufacturer's premises or Testing Laboratories arranged by the Vendor.
- c. Fabrication and Galvanization of MS Channel
- d. Packing, forwarding, transportation and insurance of Equipment/ Material from the manufacturer's works to the Site.
- e. Receipt, storage, preservation, insurance and conservation of Equipment /Material at theSite.
- f. Installation and testing at site.

**3. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE BIDDING:**

**3.1 General:**

This Invitation for Bids, issued by WBSEDCL is open to sole proprietorship firm/Partnership firm/LLP and Company (ies) incorporated in India as per Company Act, 1956/2013 (with amendment from time to time), barring those bidders, which have been placed under Holiday Listing and the term/ duration of such listing has not yet expired.

A Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

- i. They have a controlling partner in common,
- ii. They receive or have received any direct or indirect subsidy from any of them; or
- iii. They have the same legal representative for purpose of this bid; or
- iv. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- v. A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent / authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid;
- vi. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid
- vii. The Bidder, directly or indirectly shall not be a dependent agency of the WBSEDCL.
- viii. This bidding is open to any Manufacturer or EPC Contractor or O & M contractor who provides satisfactory evidence concerning the following that he:
  - a. is a qualified manufacturer who supply the type specified and has adequate technical



- knowledge and practical experience on individual capacity.
- b. does not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined);
- c. has adequate financial stability and status to meet the financial obligation pursuant to the scope of the works; either on individual capacity.
- d. has established quality assurance systems and organization designed to achieve high levels of equipment reliability, both during his manufacturing and field installation activities.

The bidder must submit Trade license, Certificate of Incorporation/ Registration Certificate, GST Registration (GSTIN), PAN Card, PF Registration, ESI Registration, Profession Tax Registration as per the applicability. Submission of audit report for companies registered under the Companies Act and Tax Audit Report for partnership firm for the last 03 (three) **Financial Years**. Income Tax Return for the last 03(three) **Assessment Years** and associated statutory clearances / certifications would be necessary.

A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.

The above stated requirements are a minimum and WBSEDCL reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of Employer, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

### 3.2 Technical Eligibility Criteria

- 3.2.1 The bidder should have the credential for at least 1 (One) no. of satisfactory execution of contract(s) in supply & installation of any Sub-station equipment/solar plant equipment for which the contract price is minimum 50% of estimated cost.
- 3.2.2 The equipment (s) should have been operating successfully for minimum 01 (one) year up to the Bid submission start date.
  - a. The bidder should furnish documentary evidences of satisfactory performances of the said supply & installed of material by way of submission of completion and performance certificates issued by the purchaser (Solar Plant/Substation Owner) up to the Bid submission start date.
  - b. The certification by the bidder for his own work shall not be acceptable.**
- 3.2.3 The bidder should submit a list of contracts of similar nature presently under execution giving details of client, completion time, scope and value of work.
- 3.2.4 A list of key professionals is to be furnished by the bidder as the Project Team Structure for the proposed work mentioning their experience and qualification.
- 3.2.5 **No joint venture is allowed.**

### 3.3 Financial Eligibility Criteria

- 3.3.1 The bidder should be a registered company incorporated in India under the Companies Act, 1956 or 2013 (with amendment from time to time) or Partnership Firm registered as per Partnership Act 1932 or Statutory Body or LLP Act 2008 and must submit Trade license, Certificate of Company Incorporation / Registration Certificate, PAN Card, PF Registration, Employees' State Insurance Registration, Professional Tax Enrolment Certificate, GST Registration (GSTIN), Labour License, Electrical Contractor License as per the applicability.
- 3.3.2 The bidder should have a Minimum Average Annual Turnover @ 30% of the estimated cost of tender during last 03 (three) consecutive financial years for participation in the bidding process
- 3.3.3 The bidder shall submit Income Tax Return for the last 03 (three) Assessment Years and latest Income Tax Clearance Certificate from the appropriate authority.

3.3.4 The bidder should have a minimum Working Capital @ 10% of the estimated cost of tender.

3.3.5 **Net Worth for the each of the last three Financial Years should be positive.** Necessary CA certificate is to be submitted. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.

#### **4. General guidance for e-Tendering:**

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

##### **4.1 Registration of bidder:**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>

##### **4.2 Digital Signature certificate (DSC):**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

The bidder can search and download NIT & Tender Documents electronically from the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

##### **4.3 Language of the Bid:**

The offer prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and WBSEDCL shall be written in English. The desired documents and any other document submitted by the bidder shall be written in English.

#### **5. Pre-Bid Meeting**

The Pre-bid meeting will be held on scheduled date and time as mentioned NIEt at the office of the Chief Engineer Solar Power Generation Department (SPGD), 3rd Floor, Data Centre Complex, Street No. 41, Action Area-I, New Town, Kolkata – 700 163.

#### **6. Submission of Bid:**

##### **6.1 General procedure of submission of Bids**

Tenders 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 tender 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 –

- a) one is Technical Proposal and
- b) the other is Financial Proposal.

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 rates in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

All the documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). The bidders shall take note of all the addendum/ corrigendum related to the tender and upload the latest documents as part of the tender.

**In addition, a complete set of hard copy of all required documents under this Tender (Except Price Bid) uploaded in the website <http://wbtenders.gov.in> maintaining the sequence as per Form – I (Check List) preferably in spiral binding shall have to be submitted.**

## 6.2 Technical Proposal

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

### A. Statutory Cover

#### i. To be submitted in "Drafts" folder

- a) Tender Fee: NIL.
- b) Earnest Money (EMD): Documentary evidence of Online Bank Fund Transfer Statement for deposition of Earnest Money.

#### ii. To be submitted in "Annexure" folder

- a) Application for Tender (Vide Annexure – I)
- b) Pro-forma for offered quantity (Vide Annexure – II)
- c) Brief of vendor profile (Vide Annexure – III)

#### iii. To be submitted in "NIT" folder

- a) Notice Inviting Tender (NIT) / Bid Documents with Company Stamp and Signature
- b) Addenda/Corrigenda if published, Pre-bid Minutes with Company Stamp and Signature.

**Note: Bidders are to keep track of all the Addendum/Corrigendum/ Pre-bid Minutes issued with this 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.**

#### iv. To be submitted in "Forms" folder

- a) Check List (Vide Form – I),
- b) Format of Letter of Bid (Vide Form – II)
- c) Proforma for Undertakings to be submitted by the Bidders (Form-III)
- d) Format of Deviation Sheet (Vide Form – VI)

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

**Note: Tenders will be summarily rejected if any item in the statutory cover is missing.**

### B. Non-Statutory Cover (My Document)

#### i. Company Details:

- a) Proof of Company Incorporation/ Trade Licenses
- b) Power of Attorney, duly notarized, indicating that the person signing the bid has the authority to sign.

#### ii. Copy of Certificates:

- a) PAN Card.
- b) Professional Tax (PT) Registration with current tax deposit Challan.
- c) GST Registration Certificate (GSTIN).

**Note: In case of any change in Company's/ Firm's name duly incorporated under applicable Law in India, then Certificates in old company's name along with the Application for Change of Name of the Certificates duly acknowledged by the Issuing Authority may also be considered.**

**iii. Technical Information:**

- a) list of key professionals
- b) Statement of Order executed during last 5 years (Form-IV)

**iv. Financial Information:**

- a) Income Tax Return for the last 03 (three) assessment years and Income Tax Clearance Certificate for last Assessment Year.
- b) Summary statement of average annual turnover (Vide Form – V) for a period of the last three financial years, certified by the Auditor appointed under Companies Act, 2013. In case the bidder is not a company, certificate of Tax Auditor may be submitted.
- c) A certified copy from a practicing Chartered Accountant to be produced in support of 'Annual Turnover' for last three (03) preceding years or last year and Working Capital for last year.

**v. Credential:** [as per Clause No. 3.2 of ITB]

Performance Certificates signed by the purchaser/ordering authority/Original Vendor for at least last one year from the date of Bid Publication.

**vi. Declaration:**

- 1) List of Orders in hand. (The bidder shall submit the list of orders in his hand mentioning the order value to be executed within one year from the date of submission of bid)
- 2) Bill of Material (Vide Annexure -IV).
- 3) Others: Any other documents (any other document if found necessary)

**Note:**

- **Failure of submission of any one of the above-mentioned documents will render the tender liable to summary rejection.**
- **The documents uploaded should be digitally signed using the Digital Signature Certificate (DSC).**

**6.3 Financial Proposal**

The financial proposal should contain the following documents in one cover (folder).

**Bill of Quantities (BOQ)**

The bidder shall have to quote the rate online in the space marked for offering their rate in the BOQ vide Annexure –V (Pro-forma: – PRICE BID).

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

**7. Submission of original copies of documents and Earnest Money Deposit:**

7.1 **Mode of Payment:** EMD must be submitted through on-line payment mode as described in tender document. Payment in any other form will not be accepted.

7.2 **In addition, a complete set of hard copy except Price Bid maintaining the sequence as per Form-I (Check List) preferably in spiral binding of all the documentary evidences qualifying for their bid, duly stamped and signed by the authorized person of the bidder as uploaded in the website <https://wbtenders.gov.in> shall have to be submitted along with the hard copy of EMD submission document.**

7.3 **Procedure of Submission:** All the documents shall be submitted to the place of submission mentioned below as per following instruction:

a) **Envelope 1:**

Shall contain Acknowledgement of successful transfer of fund from beneficiary bank

as Earnest Money Deposit (EMD) i.e., Form-I (Checklist)).

- b) **Envelope 2:**  
**(For main tender)** Shall contain rest of the documents except Price Bid mentioned in the Form-I (Checklist) maintaining proper sequence.
- c) **Envelope 3:** Shall contain both the above envelopes mentioning the title on the envelope.

7.4 **Place of submission:**

Solar Power Generation Department (SPGD), 3rd Floor, Data Centre Complex, Street No. 41, Action Area-I, New Town, Kolkata – 700 163.

- 7.5 **Time of submission:** Must be submitted physically at the office of the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL, under sealed cover superscribing the name of the work with NIET no., name of the bidder etc. within the scheduled date & time as specified in the NIT.

**8. Clarification of Bidding Documents:**

8.1 The bidder shall carefully examine the Tender Document and satisfy him about the nature and character of the equipment/materials to be supplied and installed against the contract. Should there be any discrepancy or, obscurity in the meaning of any of the clauses of the Tender Document or if there be any query of the intending Bidder, the Bidder shall set forth such discrepancies, doubt, obscurity or queries and submit the same through email-id [cesolar@wbasedcl.in](mailto:cesolar@wbasedcl.in) or physically the office of the Chief Engineer Solar Power Generation Department (SPGD), 3rd Floor, Data Centre Complex, Street No. 41, Action Area-I, New Town, Kolkata – 700 163 on or before dates mentioned in **Key-Dates for e- Tendering** for necessary clarification by WBSEDCL.

8.2 To assist in the examination, evaluation and comparison of Bids, WBSEDCL may ask the bidder individually for a clarification of his Bid including break up of unit rates. The request for clarification and the responses shall be in writing. But no change in the submitted Bid document shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by WBSEDCL during the evaluation of the Bids.

**9. Deviation:**

This tender is a 'No Deviation' tender. Request for any deviation may only be considered if pointed out by any firm in the Pre-Bid meeting. However, a no deviation statement as per Form - VI shall have to be submitted.

**10. Conditional and Incomplete Tender:**

Conditional and/or incomplete tenders are not acceptable in any case.

**11. Validity of Tender and Offer:**

The offer shall remain valid for a minimum period of 180 days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

**12. Earnest Money Deposit (EMD):**

- (a) Earnest Money @ 2% of the estimated amount of shall be submitted along with the offer.
- (b) **RTGS/NEFT payment:** On selection of RTGS/NEFT as the payment mode, the e - Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e- Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

EMD amount can be paid in online mode only. Partial payment through online mode is not allowed.

- (c) Earnest money will be refunded to the unsuccessful bidders after finalization of the tender and in case of successful bidder EMD will be refunded only after submission of Performance Bank Guarantee @ 10% of total value of the order placed on the bidder (or the value of such amount specified by Finance Dept. Govt. of WB from time to time).
- (d) Earnest Money submitted will be liable to forfeiture. EMD shall be forfeited, if
  - (i) The Bidder modifies/withdraws the Bid after Bid opening and during the period of Bid Validity and/or,
  - (ii) The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process and/or,
  - (iii) The bidder has been found guilty of Formation of Cartel.
  - (iv) The successful bidder fails within the specified time limit to Sign the Contract Agreement and/or,
  - (v) The successful bidder fails within the specified time limit to submit the Contract performance/Performance security.
  - (vi) The successful bidder fails to submit unconditional Acceptance of LOA within the specified time limit.

### **13. Opening and evaluation of tender:**

#### **13.1 Opening of Technical Proposal**

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical proposals for those tenders, whose EMD have been received, will only be opened.
- iii. Intending bidders may remain present, if they so desire.
- iv. Cover (Folder) for Statutory Documents will be opened first and if found in order, Cover (Folder) for Non-statutory Documents will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- v. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

#### **13.2 Technical Evaluation of Tender**

- i. While evaluation, the Tender Inviting Authority or his authorized representative may summon the participating bidders and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if the scan not be produced within the stipulated time frame, their proposals will be liable for rejection.
- ii. The summary list of participating bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified bidders.

#### **13.3 Opening and evaluation of Financial Proposal**

- i. Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. After opening of the financial proposal, the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- iii. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify

the rate quoted by that bidder.

- iv. Bids determined to be subsequently responsive will be checked by WBSEDCL for any arithmetic errors in computation and summation. Errors will be corrected by WBSEDCL as follows:
- v. Where there is discrepancy between amount in figures and in words, the amount in words shall be considered.
- vi. Where there is discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted shall be considered.

13.4 Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought for by the Tender Inviting Authority.

#### **14. Process to be Confidential**

14.1 After the public opening of bids information relating to the examination, clarification, evaluation of comparison of Bids and recommendations concerning the award of contract shall not be disclosed to bidders or other person not officially concerned with such process until the Award of the Contract to the successful bidder has been announced.

14.2 Any effort by a bidder to influence WBSEDCL 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.

#### **15. Acceptance of Tender**

Lowest valid rate of the tender will be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders without assigning any reason what-so-ever.

#### **16. Letter of Award**

WBSEDCL will communicate acceptance of tender to the successful bidder as per Clause No. 15 above by issuing a Letter of Award (LOA). The successful bidder shall submit the Contract Agreement, Bank Guarantee for Performance Security, Indemnity Bond and communicate the acceptance of the LOA within stipulated time failing which the job may subject to be cancelled and EMD of Successful Bidder will be forfeited.

#### **17. Holiday Listing and Vendor Rating**

Holiday Listing & Vendor Rating will be applicable according to the "Holiday Listing & Vendor Rating" policies of the Revised Purchase Policy, which is posted in website of WBSEDCL ([www.wbsedcl.in](http://www.wbsedcl.in)).

Performance of the bidders, who supplied and installed materials/equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.

#### **18. Return of Earnest Money of the Unsuccessful Bidder(s)**

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid
- For successful bidders, EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated

For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI. Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

No interest shall be claimable on Earnest Money Deposit.

The bid security amount (EMD) shall be released to the successful bidder after receiving Performance Security/Contract Performance from the contractor within the stipulated date mentioned in the Letter of Award (LOA). But the EMD of the unsuccessful bidders will be returned within Forty-Five (45) days after finalization of this contract for which a request letter has to be initiated by the concerned unsuccessful bidders to the Chief Engineer Solar Power Generation Department (SPGD), 3rd Floor, Data Centre Complex, Street No. 41, Action Area- I, New Town, Kolkata – 700 163. In case, WBSEDCL cancel the Tender on his own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently, for which a request letter has to be initiated by the authorized tender applicant.

#### **19. Performance Security / Contract Performance Guarantee**

The Successful bidder shall submit a Performance Guarantee within 15 (Fifteen) days from the date of issuance of LOA in the form of Bank Guarantee (PBG) for an amount not less than 10% (ten percent) of the total value of the contracts (or the value of such amount specified by Finance Dept. Govt. of WB from time to time) valid initially for a period of 1 (one) year with a claim period of 03 (three) months.

#### **20. Forfeiture of Performance Security/Contract Performance Guarantee**

- i. Performance Security/Contract Performance shall be forfeited if,
- ii. The successful bidder does not execute the work after placement of Letter of Award (LOA) and/or,
- iii. The successful bidder discontinues the work without prior permission of the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL and/or,
- iv. The successful bidder fails to install/procure the materials as mentioned in the tender document and/or,
- v. The contractor fails to submit a fresh BG 30 (thirty) days prior to expiration of the previous BG against performance security of appropriate amount as per the terms and conditions and/or,

#### **21. PRICE REVISION**

Revision/withdrawal of price bid after opening of Techno-commercial bid will not be entertained, under any circumstances until and unless it is sought for. In case it is asked by the tendering authority, the mode of communication too should strictly be followed by the bidder as specified in writing by WBSEDCL.

#### **22. DETERMINATION OF RESPONSIVENESS**

- 22.1 Prior to detailed evaluation of Bids, WBSEDCL will determine whether each Bid is substantially responsive to the requirements of the bidding documents.
- 22.2 For the purposes of this Clause a substantially responsive Bid is one which conforms to all the Terms, Conditions and Specifications of the bidding documents without immaterial deviation or reservation. A material deviation or reservation is one which affected in any substantial way the scope quality or performance of the works, or which limits in any way the responsibilities or liabilities of the Bidders or any right of the Owner as required in the Bidding documents and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.
- 22.3 If any Bid is not substantially responsive to the requirements of the bidding documents,



it will be rejected by WBSEDCL and may not subsequently be made responsive by the bidder having corrected or withdrawn the nonconforming deviation or reservation.

22.4 Although details presented in this NIT have been compiled with all reasonable care, it is Bidder's responsibility to satisfy itself that the information / documents are adequate and that there is no conflict between various documents / stipulations. No dispute or claims shall be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.

### **23. CORRECTION OF ERRORS**

23.1 Bids determined to be subsequently responsive will be checked by WBSEDCL for any arithmetic errors in computation and summation. Where there is discrepancy found between amount in figures and in words, the amount in words will govern.

23.2 Where there is any discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern unless in the opinion of WBSEDCL there is an obviously gross misplacement of the decimal point in the unit rate in which event the total amount as quoted will govern and the unit rate will be corrected.

23.3 In case of any inconsistency in the prices furnished in the price schedule, WBSEDCL shall be entitled to consider the highest price for the purpose of evaluation and use the lowest of the prices in this schedule for the purpose of Letter of Award (LOA).

### **24. AMENDMENT OF BIDDING DOCUMENTS**

The Tender Inviting Authority reserves the right to modify, amend or supplement this Tender Document. Any corrigendum, notification concerned to this NIT will be published in the e-tender portal <https://wbtenders.gov.in>. The bidders are advised to follow the website regularly for such corrigendum, notification etc.

### **25. DISQUALIFICATION / INELIGIBILITY OF BIDDERS**

Even though the bidders meet the qualifying criteria, they shall be disqualified if they

- 25.1 have been involved in the corrupt / fraudulent / collusive / coercive practices and/or,
- 25.2 have made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements and/or,
- 25.3 have found to be guilty in formation of cartel for submitting their bids and/or,
- 25.4 have any Record of poor performance such as abandoning the works, serious litigation history, or financial failures etc. (basis of assessment of suitability shall be decided by WBSEDCL based on the parameters laid down by him on these issues) and/or,
- 25.5 Have been declared ineligible for poor performance/failure issued by the Govt. of India/State Govt. Dept. / PSUs / SNAs and other Statutory Organizations etc.

### **26. TIME SCHEDULE**

6 (Six) months from the date of LOA.

### **27. RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS**

The Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL reserves the right to reject any or all the offers, received or part thereof, at its own discretion, without assigning any reason whatsoever. If the successful bidder does not enter into Contract Agreement and/or submit the performance security/contract performance and/or Indemnity Bond within stipulated time as mentioned in the Letter of Intent, his EMD will be forfeited and the job may subject to be cancelled.

**GENERAL CONDITIONS OF CONTRACT  
(GCC)**

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

- i. The **'Owner of the Plant'** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD (WBSEDCL)
- ii. **Project Implementing Agency (PIC)**: WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD (WBSEDCL), having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata – 700 091 and shall include its successors and assigns.
- iii. The **'Engineer-in-Charge' / 'Controlling Officer'** shall mean the Engineer designated by the PIC for the purpose of carrying out this contract.
- iv. **'Company's representative'** shall mean any person or persons or consulting firm appointed/authorized by the PIC to supervise, inspect, test and examine workmanship and materials of the work under this scope.
- v. The **'Contractor'** shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.
- vi. **'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.
- vii. **'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.
- viii. **'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.
- ix. 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.
- x. **'Day'** means a calendar day beginning and ending midnight.
- xi. **'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.
- xii. **'Week'** means seven consecutive calendar days.
- xiii. **'Writing'** shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- xiv. The work **'Site'** shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- xv. **'Date of Contract' / 'Commencement Date'** shall mean the Site handing over date.
- xvi. **'Zero Date'** will be started from the date of Handing over of Site.
- xvii. **'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.
- xviii. **'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 WBSEDCL.
- xix. **'Approval'** shall mean the written approval of WBSEDCL and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- xx. **'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.

- xxi. **'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 worked covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.
- xxii. **'Plant'/'Equipment'/'Stores'** means and include plant and machineries to be provided under the contract.
- xxiii. **'Delivery of Plant'/'Delivery of System'** shall be deemed to take place on delivery of the plants/systems in accordance with the terms of the contract complete in all respect after approval by WBSEDCL.
- xxiv. **'Tests on Completion'** shall mean all such tests as are prescribed by the specification to be made by the Contractor to the satisfaction of WBSEDCL before the plant and equipment are taken over by WBSEDCL and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules.
- xxv. **'Commissioning'** shall mean the satisfactory, continuous and uninterrupted operation of the Plant/System 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 WBSEDCL.
- xxvi. **'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 WBSEDCL may deem expedient.

## **2. Name of the Work**

Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal.

## **3. Location of Installation**

Plant shall have to be installed at Teesta Canal Bank in between Mahananda Main Canal & Tailrace Channel of Teesta Canal Fall Hydroelectric Power Plant (TCF HEP), Stage-II at Haptiagachh, Uttar Dinajpur, West Bengal.

## **4. Mode of Execution**

The work will be done on turnkey basis comprising of Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal.

Any minor item(s) not included in the schedule or specification but required for completion of the work will have to be carried out/supplied without any extra cost. While submitting the offer the Bidder will consider cost of those items and may indicate separately as additional deliverable items.

## **5. Controlling Officer's Decision**

Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates.

If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file a written objection to the decision with the Controlling Officer, within 07 (seven) days after receipt of the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.

## **6. Completion Time**

The whole work must be completed in all respect within **six (06) months** from the date of LOA.

A detailed time schedule (PERT Chart) for the site work has to be prepared and submitted by the contractor within 15 (fifteen) days from the date of issuance of the Letter of Award (LOA) along with the Letter of unconditional acceptance of the LOA.

## **7. Variation, Additions and Omissions**

WBSSEDCL reserves the right to alter, amend, omit or otherwise vary the ordered quantities as may be necessary but such capacity variation will be limited to +/- 25% (Plus or minus twenty five percent) subject to +/- 10% (Plus or minus ten percent) of the contract price. Payment shall be made as per actual execution. The quoted rate of each item shall remain firm.

## **8. Confidentiality**

The Contractor, or any entity affiliated with the Contractor, shall not disclose to any unauthorized person any information and/or data that may be supplied to him/her by the WBSSEDCL or by any other organization, under the directions of the WBSSEDCL. All such documents shall be the property of the WBSSEDCL or any information that may have come to his/her knowledge directly or indirectly by virtue of the assignment.

## **9. Departmental Material**

Departmental material shall not be issued to the contractor for the work except under special circumstances. For Import- Export metering system, the contractor shall communicate with the concerned distribution licensee for necessary approval.

## **10. Force Majeure**

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a. War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo.
- b. Rebellion, revolution, insurrection, military power and civil war.
- c. Riot, commotion or disorder, except where solely restricted to employees of the Contractor or of his sub-contractors.
- d. Earthquake, flood, cyclone and such other natural disaster affecting Contractor's work.

WBSSEDCL shall neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to force majeure.

Upon the occurrence of any situation of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify within a week in written to the controlling officer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed to do so by the controlling officer.

## **11. Extension of Time**

An extension of time without imposition of Liquidated Damage (LD), may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted within the schedule date of completion by the contractor who has to establish that the extension of time required by him is not due to his fault.

The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

- a. Extra or additional work ordered in writing by WBSSEDCL.

- b. Suspension of work ordered in writing.
- c. Delay by any other Contractor engaged by WBSEDCL, affecting this Contract.
- d. Delay in handover of site by WBSEDCL.
- e. Force Majeure.

The Contractor shall give notice to WBSEDCL of his intention to make a claim for an extension of time within 15 days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details. WBSEDCL shall after verification allow the Contractor for updating of the programme chart as facts may justify.

## **12. Liquidated Damage**

If the Contractor shall fail to complete the delivery and installation within the time stipulated herein or within extended time of completion, then the Contractor shall pay to the Company a sum amounting to half percent (0.50%) of the value of work as liquidated damages for such delay for every week or part thereof which shall elapse between the scheduled or extended time as the case may be and the date of final completion of the work, subject to a maximum of Ten percent (10%) of the value of Contract Price.

WBSEDCL may, without prejudice to any or all other method of recovery, deduct the amount arises out of such delay in completion of delivery and installation, from any money in its hand due or which become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from this obligation to complete the works or from any other of his obligations and liabilities under the contract.

If there is a valid acceptable reason for delay of execution, the Controlling Officer may at his discretion consider lower down of the liquidated damage or even waive the liquidated damage on having written prayer from the contractor along with valid reason.

## **13. Defective Material**

If in the opinion of the Engineer, any of the machineries/equipment/materials etc. brought to the site for use are not of the quality or kind specified in the contract and/or are unfit for the work, he shall be at liberty to order the removal of the said items and the contractor shall remove the same within twenty four (24) hours after notice has been given to him and if he fails to remove them within the time the engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract. In such case, items as prescribed by the Controlling Officer or his representative are to be substituted immediately.

## **14. Risk Purchase**

If the contractor fails, on receipt of the order, to deliver the material within reasonable period, WBSEDCL shall have the liberty to get the material through other agency at his own risk and additional amount if any. If the situation so warranted to compel WBSEDCL to cancel the order placed on the Contractor, he shall be liable to compensate the loss or damage, which WBSEDCL may sustain due to reasons of failure on his part to execute the work in time.

## **15. Defect Liability Period**

The term 'Defect Liability Period' shall mean the period of 365 (three hundred and sixty-five) days from the Date of completion of the entire project. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the performance security/contract performance guarantee, already submitted by the contractor.

## **16. Subletting of Contract**

The contractor shall not, without the written consent of the WBSEDCL, assign or sublet any part under the contract.

## 17. Notices

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, Registered post, special courier, cable, telegraph, telex, facsimile (fax) or Electronic Data Interchange (EDI), e-mail to the address of the relevant party.

Any notice sent by cable, telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

## 18. WBSEDCL's Right to Terminate Contract

- If the contractor fails to start the work within fifteen (15) days' time from the date of issue of LOA, WBSEDCL shall have the right to cancel the work order with forfeiture of earnest money (Converted into initial security) **without giving any notice** to the contractor.
- If the contractor neglects, or fails to proceed with the delivery of material proportionate to the scheduled time of completion of the work or fails to deliver the material within scheduled time or within approved extended time, the Company shall have right to terminate the work order **after giving notice** in writing to the contractor. If the contractor fails after 14 (fourteen) days of such notice, to deliver the material in the manner notified, the Company shall terminate the contract.
- In that case, WBSEDCL shall engage other agency to deliver the material. Extra cost, if incurred, to get the unfinished work done through other agency, will be realized from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against WBSEDCL for any loss or deterioration of any materials that he may have collected or he may have entered into account of the work.

## 19. Approval

The contractor will submit the factory test report of the proposed materials to WBSEDCL for approval. After successful approval and issuance of DI, materials may be dispatched to site.

**Rejection:** If the factory test report is not satisfactory then proposed material will be rejected by WBSEDCL.

## 20. Submission of Progress Report

The contractor shall submit monthly field progress report to the controlling officer for the work.

## 21. Insurance

- a) **Freight Insurance:** The Contractor shall arrange for insurance coverage for the equipment, accessories, materials etc. during transportation & delivery at site.
- b) **All Risk Execution Insurance:** It is desired that the contractor shall arrange for insurance coverage for the equipment, accessories, materials including service and man power etc. to be delivered at site till successful completion of the plant. As such the bidder shall include the price of such insurance in their price bid as part of the price of work.

c) In case of insurance claims for any damage/loss of the plant, the awarded agency must intimate insurance company as well as WBSEDCL within 48 hrs. from the occurrence of the damage of the plant, otherwise accountability will be vested upon the Contractor.

## 22. Warranty

The contractor must ensure that the material supplied under the contract are new, unused.

The warranty period of the material supplied against any sorts of defects will be 60 (Sixty) calendar months from the date of date of completion of work.

## 23. Price

Estimated Price is exclusive of GST. Bidders have to quote Rate (Either excess or less) in the BOQ.

## 24. Payment

Payments shall be released as per following schedule.

Sl. No.	Work Head	Pattern of release of payment
I.	After supply and successful delivery of the equipment /material.	60% of the cost of each equipment to be released after Necessary Certification/ Acceptance at site.
II.	After successful installation of equipment /material.	40% of the cost of each equipment/material to be released after necessary installation Certification at site.

The materials shall be delivered at site according to the Bill of Materials mentioned in the Tender Document.

The contractor shall submit Invoice in triplicate for releasing the payments.

WBSEDCL shall arrange joint inspection and measurement of work for payments. Minimum eligible bill amount will be 30% of the ordered value.

**However, eligibility of payment shall be linked with program of work given by the contractor & duly approved by WBSEDCL and subsequent progress of the work.**

## 25. Statutory Deduction

All Statutory deductions will be made from each RA/Final Bill as per applicability of different laws of the land.

## 26. Taxes, Duties, Levies

- Bidder shall furnish GST Registration number (GSTIN).
- GST as applicable shall be paid extra as per GST Act, 2017.
- Tax invoices need to be issued by the bidder for raising claim under the contract showing separately the tax component (CGST, SGST, IGST, Cess as applicable) in accordance with the provisions of the GST Act, 2017.

## 27. Handing Over

The work will be handed over to the organization upon successful completion of all tasks to be performed at site(s) on equipment supplied, installed, erected, commissioned and run successfully and satisfactorily for consecutive 30 days by the contractor in presence of the representative of WBSEDCL.



**SPECIAL CONDITIONS OF CONTRACT  
(SCC)**

### **1. Codes and Standards**

All equipment and materials to be furnished under this specification shall be designed, manufactured and tested in accordance with the latest editions of the relevant IS/IEC/MNRE guidelines or as applicable.

The electrical installation shall meet the requirement of Indian Electricity Act, Indian Electricity Rules, Safety Rules etc. as amended up-to-date and also the applicable section of the latest revision of the relevant IS Code of Practice.

The work shall be done in compliance with the IS Specifications, International Electro- technical Commission Codes, Indian Electricity Act 2003 and all applicable laws in India.

### **2. Rules and Regulations**

The contractor shall comply with all the statutory provisions of the following prevailing Labour Laws in respect of employees engaged by them:

- Contract Labour (Regulation and Abolition) Act 1970,
- Payment of Wages Act 1936,
- Minimum Wages Act 1948,
- Payment of Bonus Act 1965 and amended in 2015,
- Employees' Provident Fund and Miscellaneous Provisions Act 1952,
- Employees Compensation Act 1923,
- Employees State Insurance Act 1948

### **3. Safety**

All units with respect to their location, layout, general arrangement and design and equipment, structural design, etc. shall be safe to the personnel and conform to the relevant safety rules and regulations/statutory requirement issued by the State Government and the Central Government as well as to:

- i. Indian Electricity Rules 2005
- ii. Indian Electricity Act 2003
- iii. Indian Explosives Manual and
- iv. Fire Protection Manual issued by Tariff Advisory Committee (India).

Fire extinguishers shall be kept by the bidder at the site of works where there is risk of fire hazard.

Adequate washing facilities shall be provided near the place of work.

These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The persons responsible for compliance of code shall be named by the bidder.

To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL.

Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India.

All storage, handling & use of flammable liquids shall be under the supervision of qualified persons.

First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

#### **Reporting of Accident:**

All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid Station along with the 'Injured on work' form as per appropriate Pro-forma, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

#### **Serious Injuries:**

In case of serious injuries, the following procedure shall be adopted by the contractor.

- To provide first aid at his own First Aid Station.
- To take the injured person to the hospital along with the 'Injured on work' form duly filled in.
- To report the accident to WBSEDCL.

**Fatal Accident:**

Fatal accidents must be reported immediately to WBSEDCL as well as to the Police.

**Penalty:**

Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work/termination of contract.

Adequate arrangement for proper lighting & guarding shall be made at the work site.

**4. Transportation**

The Contractor shall at its own risk and expense transport all the Materials, Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Materials, Plant and Equipment and the Contractor's Equipment.

The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Contractor's Equipment to the Site. The Owner shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Contractor's Equipment to the Site.

**5. Tools & Tackles**

The contractor shall provide all reliable tools & tackles for proper execution of work. WBSEDCL, shall in no way, responsible for supply of any tools & tackles for implementation of the work.

**6. Accident Risk**

WBSEDCL shall not be responsible in connection with any sort of accident either fatal or non-fatal which may occur during transportation of materials/equipment, execution/maintenance of works of the PV Power Plant. The Contractor shall have to provide safety precautionary arrangement for his workmen in order to avoid any such incident/accident as per prevalent safety rules and regulations.

**7. Road Permits**

The contractor shall arrange the waybills wherever required for this project.

**8. Equipment and Material**

Equipment and material shall comply with description, rating, type and size as detailed in the technical specification. Equipment and materials furnished shall be complete and operative in all respect.

All accessories which are necessary for safe and satisfactory installation and operation of the equipment shall be furnished in the BOM.

All parts shall be made accurately to standard gauges so as to facilitate replacement and repair. All corresponding parts of similar equipment shall be interchangeable.

Contractor shall carefully check the available space and the environmental conditions for installation of all equipment available at site and shall design the system accordingly.

Materials brought to the site shall not be removed from the site without the written consent of the WBSEDCL. The contractor shall submit well in advance for approval of samples, specimens as the WBSEDCL may demand from time to time. Any material brought to the site and rejected by the WBSEDCL shall be removed by the contractor from the site of work immediately.

All materials including reinforcing steel, cement for concrete work, sanitary, plumbing & carpentry fittings etc. shall be procured after approval of brand and make by WBSEDCL.

**9. Materials and Workmanship**

Qualified, experienced people should be deployed to install the PV Power Plant. All materials shall

be of the best quality and capable of satisfactory operation under the operating and prevailing climatic conditions. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant code and standards. The project must be supervised by qualified Engineers so that the work shall be as per drawing and related IS/IEC Code.

The work shall be performed confirming safety precaution of all level of worker execute the project. The name and the qualification of the project engineers must be submitted to WBSEDCL after placement of order. The qualification of the supervising engineers must have degree in respective stream.

## **10. Testing and Inspection**

The contractor will submit the factory test report to WBSEDCL for approval. After getting approval from WBSEDCL, materials may be delivered to site.

## **11. Rejection**

If, factory test report is not satisfactory, WBSEDCL may reject the materials by giving notice with reasons. The Contractor shall then promptly make good the defect and/or ensure that the rejected/replaced item complies with the Contract.

If WBSEDCL requires this materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause WBSEDCL to incur additional costs, the Contractor shall subject to pay these costs to WBSEDCL.

## **12. Supplementary/Extra Works**

Whenever supplementary/extra items of work become unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However, the controlling officers shall have the right to advise the contractor to proceed with such item (s) of work. Rates for supplementary items shall be arrived at as given hereunder:

- 12.1 The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
- 12.2 When above clause no 12.1 shall not be applicable the rates shall be taken from current P.W.D. (WB) schedule of rates for building & allied work and Electrical Work Schedule including addenda and corrigenda published up to date of bid opening subject to plus/minus the contractual rate of quotation.
- 12.3 When clause no 12.1 & 12.2 above shall not be applicable, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% and 1% cess towards BOCWWC Act,1996. In that case contractual rate of quotation will not be applicable. Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the contractors.

## **13. Disputes**

The parties shall take necessary steps to settle any dispute through mutual discussion with issuing prior notice in writing to other side at least 07 (seven) days in advance. If the issue is remained unresolved to the satisfaction of the parties, then the matter may be referred to Arbitration.

The parties may refer the matter for Arbitration on expiry of 45 (forty five) days from the date of intimation of disapproval/dissatisfaction from either party to other party.

The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties.

Dispute(s), if any, shall be settled by mutual agreement through Amicable Settlement and in case of failure the dispute(s) shall be settled through Arbitration.

## **14. Arbitration**

The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties.

Each party shall appoint one Arbitrator and third Arbitrator shall be nominated by the said two Arbitrators who shall act as presiding Arbitrator.

The venue of the Arbitration proceedings shall be in the state of West Bengal

The decision of the majority of the Arbitrators shall be final and binding upon both the parties. The cost of the Arbitration shall be borne equally by the parties.

Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within 28 (twenty-eight) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the arbitration herein

- i. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- ii. The Owner shall pay the Contractor any monies due to the Contractor except for the works referred to the Arbitrator.

## **15. Jurisdictional Matter**

Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings.

All litigation matters between the parties if any shall be held in any Court in Kolkata under the superintendence of High Court Calcutta.

## **16. Accommodation**

The accommodation of the contractor's Engineers and workers at the site is to be arranged by the contractor.

## **17. Night and Holiday Work**

None of the permanent work related to contract shall be carried out during the night or Sunday or on other holiday of WBSEDCL without permission in writing of the Controlling Officer of WBSEDCL.

## **18. Clearing of Site on Completion**

On completion of the works the contractor shall clear away any and remove from the site all constructional plant, surplus materials, rubbish, debris and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of the Controlling Officer of WBSEDCL.

The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.

# **FORMS**

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Form – I	CHECK LIST
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Form – VI	FORMAT OF DEVIATION SHEET

**CHECK LIST**

<b>Sl. No.</b>	<b>List of Documents (Scanned Copy of Documents to be uploaded by main bidder only)</b>	<b>Name of folder</b>	<b>To be submitted in cover</b>	<b>Submitted (Y/N)</b>
1	Tender Fee (Scanned copy)	Drafts	Statutory cover (Technical proposal)	
2	Earnest Money Deposit (Scanned copy)	Drafts	Statutory cover (Technical proposal)	
3	Application for Tender (Annexure – I)	Annexure	Statutory cover (Technical proposal)	
4	Offered Quantity (Annexure – II)	Annexure	Statutory cover (Technical proposal)	
5	Brief Vendor Profile (Annexure III)	Annexure	Statutory cover (Technical proposal)	
6	Notice Inviting Tender / Tender Documents	NIT	Statutory cover (Technical proposal)	
7	Addenda / corrigenda / Pre-bid minutes, if published	NIT	Statutory cover (Technical proposal)	
8	Check List (Form – I)	Forms	Statutory cover (Technical proposal)	
9	Format of Letter of Bid (Form – II)	Forms	Statutory cover (Technical proposal)	
10	Deviation Sheet (Form – VI)	Forms	Statutory cover (Technical proposal)	
11	Pro-forma for undertaking to be submitted by the Bidders (Form – III)	Forms	Statutory cover (Technical proposal)	
12	Proof of Company Incorporation / Trade License	Company Details	Non-Statutory cover (Technical proposal)	
13	Power of Attorney	Company Details	Non-Statutory cover (Technical proposal)	
14	PAN Card details	Certificates	Non-Statutory cover (Technical proposal)	
15	Current Professional Tax clearance certificate and GST registration certificate	Certificates	Non-Statutory cover (Technical proposal)	
16	Statement of orders executed (Form – IV)	Technical info	Non-Statutory cover (Technical proposal)	
17	Income Tax return for the last <u>03 (three)</u> Assessment Years and Income Tax Clearance Certificate for the last Assessment year	Financial Info	Non-Statutory cover (Technical proposal)	
18	Summary statement of average annual turnover (Form – V)	Financial Info	Non-Statutory cover (Technical proposal)	

<b>Sl. No.</b>	<b>Scanned Copy of Documents to be uploaded</b>	<b>Name of folder</b>	<b>To be submitted in cover</b>	<b>Submitted (Y/N)</b>
19	Certified copy from a practicing CA	Financial Info	Non-Statutory cover (Technical proposal)	
20	Performance Certificate	Credential	Non-Statutory cover (Technical proposal)	
21	List of Orders in hand	Declaration	Non-Statutory cover (Technical proposal)	
22	Bill of Material (Annexure – IV)	Declaration	Non-Statutory cover (Technical proposal)	
23	Others: Any other documents found necessary	Declaration	Non-Statutory cover (Technical proposal)	
24	BOQ vide Annexure –V (Pro-forma PRICE BID)	Bill of Quantities (BOQ)	Financial Proposal	

**SIGNATURE OF THE TENDERER WITH OFFICE SEAL**



**FORMAT OF LETTER OF BID**

**LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)**

To  
The Chief Engineer,  
Solar Power Generation Department,  
West Bengal State Electricity Distribution Company Limited (WBSEDCL) 3rd Floor, Data Centre  
Complex, Street No. 41, Action Area-I, New Town, Kolkata – 700 163.

Sub: Letter of Bid for the work.

Ref: 1. NIT No.....dated .....

2. Tender Id No. ....

Dear Sir,

We offer to execute the work as per our offered quantity in accordance with the conditions of the TENDER document as available in the website. The scanned copy of the EMD (in case of BG) being submitted by us has also been furnished on-line (*in case of main vendor*).

This Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all terms and conditions of the NIT document unconditionally.

Dated----- **SIGNATURE OF THE TENDERER WITH SEAL**

**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER**

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I -----, Partner/Legal Attorney/ Accredited Representative of M/s ----- / Lead Member of the JV/ Consortium (strike out which one is not applicable), solemnly declare that:

1. We are submitting Tender for the Work -----  
-against Tender Notice No. .... dated .....
2. None of the Partners of our firm/JV/Consortium is relative of employee of West Bengal State Electricity Distribution Company Limited.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false / incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including EMD BG/Performance BG and banning / delisting of our firm and all partners of the firm etc.

Dated----- **SIGNATURE OF THE TENDERER WITH SEAL**

**STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS**

Sl. No.	Name of the Installed Plants/ Project	Financial year	Order No. and date	Name of Owner /order issuing authority	Quantity ordered	Ordered value/ Time (extended time, if any) of Completion	Quantity installed	Performance report of installed systems (scanned copy of certificate to be submitted)	Remarks

.....  
**SIGNATURE OF THE TENDERER WITH OFFICE SEAL**

**CERTIFICATE REGARDING SUMMARY STATEMENT OF ANNUAL TURNOVER**

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of \_\_\_\_\_ for the three consecutive financial years or for such period since inception of the Firm, if it was set in less than such three year's period.

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover rounded up to Rupees in lakh (two digits after decimal)</b>	<b>Remarks</b>
	2020-21		
	2021-22		
	2022-23		
Total			

Average Turnover (Rupees in lakh):

.....  
**SIGNATURE OF THE TENDERER WITH OFFICE SEAL**

**DEVIATION SHEET**

(To be filled in and signed by the Bidder)

1. If the proposal has got any deviation from the Technical Specification, the Bidders shall tabulate those deviations here clause by clause.

Sl. No.	Clause No.	Description	Deviation Offered	Remarks

2. If the proposal has got any deviation from the Commercial terms specified, the Bidder shall tabulate those deviations here clause by clause.

Sl. No.	Clause No.	Description	Deviation Offered	Remarks

Dated-----

**SIGNATURE OF THE TENDERER**  
**WITH SEAL**

- Note:** 1. When there is no deviation, this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation".  
2. Deviations not indicated here will not be taken into consideration

**APPLICATION FOR TENDER**

To,  
 The Chief Engineer  
 Solar Power Generation  
 Department  
 West Bengal State Electricity  
 Distribution Company Limited  
 (WBSEDCL) 3rd Floor, Data  
 Centre Complex, Street  
 No. 41, Action Area-I,  
 New Town, Kolkata –  
 700 163.

NIT No: - WBSEDCL/ SPGD/ 10 MW SPVPP/ TCF CB/ Supply & Installation/ 2023-24/ NIT-47 Date- 11.08.2023

Dear Sir,

Having examined the Statutory, Non-statutory & NIT documents, I/we hereby like to state that I/we willfully accept all your conditions and offer to take up the work as per NIT No. stated above. I/We also agree to guarantee to replace or repair any defect, whenever it is detected, in the equipment/materials to the satisfaction of the owner in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023

Full name of applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Duly authorized to sign bids

For & on behalf of (Name of Firm): \_\_\_\_\_

(In block capitals or typed)

Office address:

Telephone no(s) (office): \_\_\_\_\_

Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_

E mail ID: \_\_\_\_\_

.....  
**SIGNATURE OF THE TENDERER WITH OFFICE SEAL**

**PROFORMA FOR OFFERED QUANTITY**

NIT No: - WBSEDCL/ SPGD/ 10 MW SPVPP/ TCF CB/ Supply & Installation/ 2023-24/ NIT-47 Date- 11.08.2023

**Name of the Work:** Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal

<b>Description</b>	<b>Tendered Quantity</b>	<b>Offered (YES / NO)</b>
Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal	LOT	

.....  
**SIGNATURE OF THE TENDERER WITH OFFICE SEAL**

**BRIEF VENDOR PROFILE**

1. Name of the Firm/Company
2. Year Established
3. Address of Office
4. Telephone No.
5. Fax No.
6. E-mail Address
7. Website
8. Sectors' in which the company/firm has successfully commission SPV power plant against the work order of Govt. / PSU/ Agencies in India
9. No. of full-time personnel currently under employment
10. No. of years of proven experience of providing similar Services
11. Certifications (ISO 9001:2000, if any)

.....  
**Authorized Signatory (Company Seal)**



**BILL OF MATERIAL**

**Name of the Work:** Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal.

Sl. No	Item Name	Quantity	Unit
1	Fabricated GI (Hot dip) Channel 100*50*6 MM for retrofitting to existing structure	6.7865	MT
2	Fabricated GI (Hot dip) Channel 75*40*6 MM for retrofitting to existing structure	0.2034	MT
3	Solar PV Module 260 Wp or equivalent ( Poly-crysteline Silicon of 72 cell, Thermo-plastic, IP 65, UV resistant, Schottky type blocking diode, Non-corrosive and electrolytically compatible with the structural material of anodized Aluminium frame. Thermo-plastic, IP 65, UV resistant termination box. Up to 5% Power tolerance. Not more than - 0.45% / °C Temperature co-efficient of power. High transmittance glass with Anti Reflective Coating (ARC)	8	No
4	Array Junction Box for the 260Wp or equivalent Solar PV modules	3	No
5	SPD of AJB	1	No
6	42KV LA Gapless	1	No
7	SPD of Inverter (1200V, 1000A)	1	No

**Sample PROFORMA of PRICE BID**

(To be completed &amp; submitted online only by the vendor with the Financial Proposal)

NIT No.: NIT No: - WBSEDCL/ SPGD/ 10 MW SPVPP/ TCF CB/ Supply &amp; Installation/ 2023-24/ NIT-47 Date- 11.08.2023

Tender Inviting Authority: Chief Engineer, Solar Power Generation Department, WBSEDCL, New Town, Kolkata-63

Name of Work: Procurement, Fabrication, Galvanization, Supply, Delivery, Installation &amp; Fixing of MS Channel, Solar PV Module, Array Junction Box to be utilized at TCF Canal Bank 10 MW(AC) Solar Photo Voltaic Power Plant under Uttar Dinajpur, West Bengal

NIT No: WBSEDCL/ SPGD/ 10 MW SPVPP/ TCF CB/ Supply &amp; Installation/ 2023-24/ NIIT-47 Date-11 .08.2023

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER #	TEXT #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Units	Estimated Rate in Rs. (Excluding GST & CESS)	TOTAL AMOUNT in Rs. (Excluding Cess and GST)	TOTAL AMOUNT in Rs. (Excluding Cess and GST)	TOTAL AMOUNT In Words
1	Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) SPVPP					
1.01	Procurement, Fabrication, Galvanization, Supply, Delivery, Installation & Fixing of MS Channel, Solar PV Module, Array Junction Box, SPD, LA to be utilized at TCF Canal Bank 10 MW(AC) SPVPP	Rs.	1292585.87	1292585.87	1292585.87	INR Twelve L Two Thousand Hundred & Eighty Paise Eighty S
<b>Total in Figures</b>				<b>1292585.870</b>	<b>1292585.870</b>	INR Twelve L Two Thousand Hundred & Eighty Paise Eighty S
<b>Quoted Rate in Figures</b>		<b>Select</b>		<b>0.000</b>	<b>0.000</b>	INR Zero Only
<b>Quoted Rate in Words</b>				<b>INR Zero Only</b>		

1. GST & CESS shall be allowable over and above the quoted price/Rate at the prevailing rate.
2. Price quoted for Supply and Delivery of items shall be fixed and firm in all respect and inclusive of all taxes duties and levies but excluding GST and CESS.

.....  
**SIGNATURE OF THE TENDERER WITH OFFICE SEAL**

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be executed in non-judicial stamp paper of Rs. 100/-)

**Ref**.....

**Bank Guarantee No**.....

**Date**:.....

To

Chief Engineer

Solar Power Generation Department

Wesrt Bengal State Electricity Distribution Company Limited

Newtown, , Kolkata – 700 163.

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Limited, (herein after referred to as the “Owner” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner’s Letter of Award No.....dated..... for .....(scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No..... dated .....Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs..... (.....in words.....) being (3%) (three percent) of the said value of the Contract to the Owner.

We..... (Name & Address) having its Head Office at.....(hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the Contractor to the extent of Rs.....(.....in words.....) as aforesaid at any time up to.....\* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....(.....in words.....) and it shall remain in force upto and including .....\*\* (day/month/year) and shall be extended from time to time for such period as may be desired M/s..... on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within and including .....\*(day/month/year) we shall be discharged from all liabilities thereafter.

Dated this.....day of.....20.....at.....

**WITNESS**

..... (Signature) .....	..... (Signature) .....
(Name)	(Name)
..... (Official Address)	..... (Official Address)

Attorney as per Power

Of Attorney No.....

Date.....

\* Till 3 (three) months after the validity of the Bank Guarantee.

\*\* Up to 3 (three) months after the expiry of warranty/guarantee period.

**Notes:**

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 3% (three percent) of the Contract Price.  
The performance Bank Guarantee / Contract Performance Bank Guarantee shall be valid as per terms of contract. A period of three (3) months should be added as claimed period from the last date of validity of the Bank Guarantee.

**PROFORMA OF CONTRACT AGREEMENT**

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

Articles of agreement made on this..... day of ..... in the year ..... between West Bengal State Electricity Distribution Company Limited (A Government of West Bengal Enterprise) having its head office at Vidyut Bhavan, Block–DJ, Sector–II, Bidhannagar, Kolkata–700091 hereinafter referred as 'WBSEDCL' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART,

AND

..... hereinafter referred to as the 'CONTRACTOR' (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS the WBSEDCL invited tenders vide Tender Notice No .....dated..... (annexed hereto) for Design & engineering, manufacturing & procurement, supply, installation, testing and commissioning including warranty obligation with 5 (five) years comprehensive maintenance of .....(project name).

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a tender vide no .....dated ..... (annexed hereto).The Techno-commercial part of which was opened on..... and the Price bid was opened on ..... (the tender offer is in custody of the Company at present).

AND WHEREAS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, the WBSEDCL accepted the said tender submitted by the contractor and placed Letter of Award no ..... dated.....(annexed hereto).

NOW, THEREFORE, the WBSEDCL and the contractor agree as follows:

1. The Contractor agrees to undertake the work of “.....” as per Letter of Award no .....dated..... referred to above.
2. The WBSEDCL agrees to pay the Contractor as per order no ..... dated..... referred to above.
3. Both the Contractor and the Company agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

IN WITNESS WHEREOF the parties have hereunder affixed their signature on the day, month and year written as above.

SIGNED, SEALED AND DELIVERED

.....  
Contractor  
1).....  
Witness  
2).....  
Witness

.....  
WBSEDCL  
1) .....  
Witness  
2) .....  
Witness

**PROFORMA OF INDEMNITY BOND**

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

BY THE PRESENT INDEMNITY BOARD EXECUTED by me/us on this .....Day of .....20....., I/We having Registered Office/residing at ..... (herein after called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself/ourselves and also our company/firm .....after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited a government company within the meaning of Sec.617 of the Company's Act, 1956 having registered office at Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGORS has/have been awarded to execute the job/works under letter no..... dated ..... issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given here under as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W.C. Act) and/or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/OBLIGORS is/are under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGORS is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been stated within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I/we the OBLIGOR/OBLIGORS do hereby undertake:

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE IN ALL CASES.
3. That the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does/do not has/have insurance coverage within the meaning of Employees' State Insurance Act,1948.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation

under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR/OBLIGORS.

5. THAT the OBLIGOR/OBLIGORS undertakes/undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.
8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited (WBSEDCL) as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS .....

Signature .....

WITNESS:

1) Name & Designation .....  
Signature .....

2) Name & Designation .....  
Signature .....