

NleT No: WBSEDCL/SPGD/ O&M /40MW SPVPP/NIT-52 Date- 01.02.2024

(2nd Call)

TENDER DOCUMENT

(Domestic Competitive Bidding)

for

**Three (03) Years Comprehensive Operation & Maintenance of
4 nos. X 10 MW (AC) Ground Mounted Solar PV Power Plant installed at
different district of West Bengal**



**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Govt. of West Bengal Enterprise)
VIDYUT BHAVAN, BLOCK – DJ, SECTOR – II
SALT LAKE, KOLKATA – 700 091**

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West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Solar Power Generation Department

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

e-mail: cesolar@wbsecl.in

CIN: U40109WB2007SGC113473

NOTICE INVITING TENDER

NIT No.: NIT No: WBSEDCL/SPGD/ O&M /40MW SPVPP/NIT-52 Date : 01.02.2024

The Chief Engineer, Solar Power Generation Department, WBSEDCL, Data Centre Complex (3rd 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 "Three (03) Years Comprehensive Operation & Maintenance of 4 nos. X 10 MW (AC) Ground Mounted Solar PV Power Plant installed at different district of West Bengal" as detailed below:

Description of Work	Capacity	Estimated Cost (in INR) excluding GST	Earnest Money (in INR)
Three (03) Years Comprehensive Operation & Maintenance of 4 nos. X 10 MW (AC) Ground Mounted Solar PV Power Plant installed at different district of West Bengal	Four nos. each capacity of 10MW	Rs. 5,40,00,000/-	Rs. 3,60,000/-

LOCATION / SITE DETAILS OF THE PROJECT:

Address of site	<ul style="list-style-type: none">➤ 10 MW on Canal Top on TCFHP Tail Race Canal at Haptiagachh in Uttar Dinajpur [COD:28.08.2019]➤ 10 MW Teesta Canal Bank Solar PV Power Project in Uttar Dinajpur [COD:18.08.2016]➤ 10 MW SPV Project at Salboni in Paschim Medinipur [COD:27.12.2018]➤ 10 MW SPV Project at Khemasuli [Patni] in Medinipur [COD:03.01.2019]
Ownership	WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (A Govt. of West Bengal Enterprise)

➤ **Completion time:** Three (03) years from the date of Handing over the Site.

Key - Dates for e-Tendering:

Sl. No.	List of Activities	Date & Time
1	Publishing Date	08.02.2024 at 10AM
2	Document Download start date	08.02.2024 at 11AM
3	Site Inspection	From 08.02.2024 to 12.02.2024
4	Last date of Submission of queries for Pre-bid	15.02.2024 upto 16:00 hrs.
5	Date of Pre-Bid Meeting	16.02.2024 at 11:00 hrs.
6	Bid submission start date	20.02.2024 from 10:00 hrs.
7	End date of Bid submission	27.02.2024 up to 14:00 hrs.
8	Technical Bid opening date	29.02.2024 at 14:00 hrs.
9	Financial Bid opening date	To be notified later on.

Terms & Conditions of the Tender Notice:

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 on to 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: Earnest money for bidding of Rs. 3,60,000/- (Rupees three lakh sixty thousand only) shall have to be submitted as per following:
For payment of EMD following payment options are available through online mode:
 - i. Net-banking through Payment Gateway
 - ii. 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.

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.

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.

1. 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.
2. 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.
3. Any evidence of unfair Trade Practices including over charging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the bidders.
4. 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.
5. 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 of this tender.

6. 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.
7. 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.
8. 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

Contact Tel. Nos.: +91 8900793309/10/29

Email id : cesolar@wbsedcl.in

Site contact person :

Canal bank and Canal top :

Mahabul Hussain , DE, Mob : 8116016543

Salboni and Patni :

Suman Prasad , DE, Mob : 8906428276

INSTRUCTIONS TO BIDDERS

(ITB)

1. Name of the Work:

Three (03) Years Comprehensive Operation & Maintenance of 4 nos. X 10 MW (AC) Ground Mounted Solar PV Power Plant installed at different district of West Bengal

2. Scope of Work:

As detailed in Scope of Work : SOW- Attachment-A

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], 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, or
- vii. The Bidder, directly or indirectly shall not be a dependent agency of the WBSEDCL.

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 Balance sheet and P/L a/c 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 executed contract for installation & commissioning of atleast one no. grid connected 10MW Solar Project or above during the preceding seven (7) years as on the date of Bid submission start date.

OR

The bidder should have executed contract for comprehensive operation & maintenance of atleast one no. Grid connected 10MW solar power plant or above for at least one year during the preceding seven (7) years as on the date of Bid submission start date.

Notes for Technical Criteria :

1. The word executed mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and / or is not completed / closed.

2. Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements.

- 3.2.2** The bidder should furnish documentary evidences of satisfactory performances of the said works/projects by way of submission of completion and performance certificates issued by the purchaser (Plant/Substation Owner) up to the Bid submission start date.
- 3.2.3** The certification by the bidder for his own work shall not be acceptable.
- 3.2.4** **No consortium will be allowed to participate. Joint Venture will be allowed to participate.**
- 3.2.5** Bidder should submit, in support to the above, the list of works/projects completed/commissioned along with their work order/ LOI and the successful commissioning/completion certificates from the purchaser/employer.
- 3.2.6** 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.
- 3.2.7** 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.
- 3.2.8** The bidder shall have to possess Electrical Contractors License issued by statutory Authority in Central/State Level. A copy of the License shall have to be uploaded in the specified folder of the e-tender and also to be furnished along with the Bid hard copy.

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, Profession Tax Enrolment Certificate, GST Registration (GSTIN), Labour License, Electrical Contractor License as per the applicability.
- 3.3.2** The bidder shall submit reports on the financial standing i.r.o. balance sheet and P/L account for last 03 (three) Financial Years.
- 3.3.3** **The bidder should have positive Net Worth.** 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.
- 3.3.4** The bidder shall submit Income Tax Return for the last 03 (three) Assessment Years and latest Income Tax Clearance Certificate from the appropriate authority.
- 3.3.5** The bidder should have a Minimum Average Annual Turnover @ 30% of the estimated cost of tender during last 03 (three) consecutive financial years for actual participation in the bidding process.
- 3.3.6** For the purpose of this particular bid, bidder shall meet the following minimum commercial criteria in past 7 (Seven) years up to the Bid submission start date.

"Aggregate executed order value of Rs. 2 crore having a single executed order value of Rs. 45 lakh in Solar PV Power Projects sector or any other job (Non-Solar) during preceding 07 (Seven) years up to the Bid submission start date in the bidding process."

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 NIT 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 of items 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.

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

a) To be submitted in “Drafts” folder

i. Tender Fee: NIL.

ii. Earnest Money (EMD): Documentary evidence of Online Bank Fund Transfer Statement for deposition of Earnest Money.

b) To be submitted in “Annexure” folder

- i. Application for Tender (Vide Form –II)
- ii. Format of letter of Bid (Vide Form – III)
- iii. Brief of vendor profile (Vide Annexure –IV)

c) To be submitted in “NIT” folder

- i. Notice Inviting Tender (NIT) / Bid Documents with Company Stamp and Signature
- ii. 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.

d) To be submitted in “Forms” folder

- i. Check List (Vide Form – I),
- ii. Summary statement of average annual turnover (Vide Form – VII) 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.
- iii. Statement of orders executed during last three financial years (Vide Form –VIII).
- iv. Pro-forma for undertaking to be submitted by the Bidders (Vide Form – VI)
- v. Deviation Sheet (Vide Form – IV)

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

B. Non-Statutory Cover (My Document)

a. Company Details:

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

b. Copy of Certificates:

- i. PAN Card.
- ii. Professional Tax (PT) Registration with current tax deposit Challan.
- iii. GST Registration Certificate (GSTIN).
- iv. PF Registration Certificate & current PF deposit Challan.
- v. ESI Registration & Current ESI deposit Challan.
- vi. Exemption Certificate, if any, issued by any competent authority.

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.

c. Financial Information:

- i. Income Tax Return for the last 03 (three) assessment years and Income Tax Clearance Certificate for last Assessment Year.
- ii. Summary statement of average annual turnover (Vide Form – VII) 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.
- iii. 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.

d. Credential: [as per Clause of ITB]

- i. Copy of the Order(s)/Contract Agreement(s) for already executed work issued by the Owners/

Purchasers.

- ii. Commissioning Reports and Completion Certificates duly authenticated by Beneficiary
- iii. Performance Certificates signed by the purchaser/ordering authority/Original Vendor for at least last one year from the date of Bid Publication.

e. Declaration:

- i. 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)
- ii. List of key personnel available and proposed to be engaged for the project mentioning their experience and qualification.
- iii. 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 (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 **Procedure of Submission:** All the documents shall be submitted online

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 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 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 attached Form 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):

12.1. Earnest Money shall be submitted online along with the offer.

12.2. **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.

12.3. 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).

12.4. 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/ Indemnity Bond.
- 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. Intending bidders may remain present, if they so desire.
- iii. 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.
- iv. 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 ask the participating bidders and seek clarification/information or additional documents or original hardcopy 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:
 - Where there is discrepancy between amount in figures and in words, the amount in words shall be considered.
 - 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.
 - **Overall lowest bidder will be considered for placement of LOA.**

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 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.wbstedcl.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.
- 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 45 (Forty five) 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

Performance Security/Contract Performance shall be forfeited if,

- i. The successful bidder does not execute the work after placement of Letter of Award (LOA) and/or,
- ii. The successful bidder discontinues the work without prior permission of the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL and/or,
- iii. 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,
- iv. The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period.

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 NleT 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. INDEMNITY BOND

The contractor (successful bidder) shall have to produce Indemnity Bond as per attached Annexure within stipulated time as mentioned in the Letter of Intimation to the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL.

26. DISQUALIFICATION / INELIGIBILITY OF BIDDERS

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

- 27.1 have been involved in the corrupt / fraudulent / collusive / coercive practices and/or,
- 27.2 have made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements and/or,
- 27.3 have found to be guilty in formation of cartel for submitting their bids and/or,
- 27.4 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,
- 27.5 Have been declared ineligible for poor performance/failure issued by the Govt. of India/State Govt. Dept. / PSUs / SNAs and other Statutory Organizations etc.

27. TIME SCHEDULE

Initially LOA will be placed for three (3) years. Further two (2) years extension may be granted subject to satisfactory performance of previous years.

28. 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)

1. Definition of Terms:

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) having its registered office at Vidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata – 700 091
- ii. The **'Engineer-in-Charge' / 'Controlling Officer'** shall mean the Engineer designated by WBSEDCL for the purpose of carrying out this contract.
- iii. **'Company's representative'** shall mean any person or persons or consulting firm appointed/authorized by the WBSEDCL to supervise, inspect, test and examine workmanship and materials of the work under this scope.
- iv. 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.
- v. **'Equipment/materials'** shall mean and include all type of spares, equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- vi. **'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.
- vii. **'General conditions'** shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The SOW shall mean the Scope of Work annexed to or issued with the General Conditions and shall include the schedule.
- viii. The term **'Services'** shall mean all works to be undertaken by the contractor as laid down under the head "scope of work" 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.
- ix. **'Day'** means a calendar day beginning and ending midnight.
- x. **'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.
- xi. **'Week'** means seven consecutive calendar days.
- xii. **'Writing'** shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- xiii. 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.
- xiv. **'Date of Contract' / 'Commencement Date'** shall mean the Site handing over date.
- xv. **'Zero Date'** will be started from the date of Handing over of Site.
- xvi. **'Approval'** shall mean the written approval of WBSEDCL and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- xvii. **'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 work covered by the SOW. All these labourers will be deemed to be employed primarily by the Contractor.
- xviii. **'Plant'/'Equipment'/'Stores'** means and include plant and machineries to be provided under the contract.
- xix. **'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.
- xx. **'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

Three (03) Years Comprehensive Operation & Maintenance of 4 nos. X 10 MW (AC) Ground Mounted Solar PV Power Plant installed at different district of West Bengal

3. Location

Address of site	<ul style="list-style-type: none">➤ 10 MW on Canal Top on TCFHP Tail Race Canal at Haptiagachh in Uttar Dinajpur➤ 10 MW Teesta Canal Bank Solar PV Power Project in Uttar Dinajpur➤ 10 MW SPV Project at Salboni in Paschim Medinipur➤ 10 MW SPV Project at Khemasuli [Patni] in Medinipur
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4. Mode of Execution

The work will be done on three (03) years Comprehensive Operation & Maintenance basis.

Any minor item(s) not included in the scope of work 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.

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 three (03) years from the date of handing over of the site as mentioned in clause of ITB.

7. Extension of contract period

Contract period may be extended for another two years subject to satisfactory performance of previous years..

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 WBSEDCL or by any other organization, under the directions of the WBSEDCL. All such documents shall be the property of the WBSEDCL 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 if required, the contractor shall communicate to WBSEDCL.

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, Pandemic and such other natural disaster affecting Contractor's work.

WBSEDCL 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. Liquidated Damage

As indicated in detail Scope of Work.

12. Risk Purchase

If the contractor fails, on receipt of the order, to execute the work within reasonable period, WBSEDCL shall have the liberty to get the work 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.

13. Defect Liability Period

As indicated in detail Scope of Work.

14. Subletting of Contract

The contractor shall not, without the written consent of the WBSEDCL, assign or sublet any part thereof, other than for raw materials/security agency, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSEDCL of any of his liabilities and obligations under the contract.

15. 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 or e-mail to the address of the relevant party.

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 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.

16. 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.

17. Submission of Progress Report

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

18. Labour License

Contractor will have to obtain Labour License if required, as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible.

19. Price

Price should be fixed & firm inclusive of all but exclusive of GST. Goods & Service Tax (GST) as applicable will be paid extra during pendency of the contract. No price escalation will be considered due to any reason what-so-ever within contract period or extended time period, as the case may be.

Prices shall be quoted and payable in Indian Rupees only.

20. Payment

Payment will be made as per following schedule:

The payment shall be made on Monthly basis and the Eligible amount will be due for payment after the certification by the controlling officer within thirty (30) days from the end of each month subject to satisfactory performance and submission of maintenance report in regular basis as mentioned in respective Clause.

All payments will be made to the Contractor under the contract in Indian rupees only.

The contractor shall submit Invoice in triplicate for release of payment to them.

21. Statutory Deduction

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

22. 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.

23. Handing Over

After placement of LOA, WBSEDCL will hand over the plant phase wise to the successful bidder.

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 noticeboard 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.

Issuance & Submission of Way Bill:

Regarding issuance and submission of e-way bill form, if applicable, you have to follow the procedure given below:

- a) E-way bill has to be generated from your end as per GST Act, 2017.
- b) A copy of the same is to be sent to the Senior Manager (F&A), Indirect Tax Cell, WBSEDCL, Vidyut Bhavan, 6th Floor, 'C' Block, through e-mail id: manageridtwbsedcl@gmail.com on the same day of generation of e-way bill.

The utilization report is to be submitted to the Senior Manager (F&A), Indirect Tax Cell, WBSEDCL, Vidyut Bhavan, 6th Floor, 'C' Block within 72 hours from generation of e-way bill.

5. Water for Contractor's Use

The contractor can use the water available at the site for drinking purposes and maintaining the plant. In case of new boring, WBSEDCL will bear the cost if situation wants & subject to approval of WBSEDCL.

6. Packing

The Contractor shall make separate package for each consignment and mark all containers with the implementing document number pertinent to the shipment, if required for maintenance of the plant. Each shipping container shall also be clearly marked on at least two sides as follows:

- a. Consignee
- b. Contract No.
- c. Package No.
- d. Description
- e. Item No.
- f. Net and gross weight
- g. Volume.

7. Tools & Tackles

Contractor may use the WBSEDCL's tools & tackles as available at each site on returnable basis. If additional tools and tackles is required, those may be arranged by the contractor. List will be handed over during handing over the plant.

8. 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.

9. Road Permits

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

10. STORAGE AT SITE

The contractor shall arrange all necessary storage at the site in specified areas for all spares/tools & tackles/testing equipment which are likely to deteriorate by the action of sun, winds, rain or other natural cause due to exposure in the open in such manner that all such materials shall be duly protected from damage by weather or any other cause.

All such stores shall be cleared after completion of the work and the entire site shall be clean and free from debris. All spares shall be stacked in such a manner as to facilitate rapid and easy checking of such spares.

11. ROYALTIES

The Contractor shall pay all royalties, rents and other payments for: i. Natural Materials obtained from outside the Site and ii. The disposal of material from demolitions and excavations and of other surplus material (natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

12. 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.

13. 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.

14. 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.

15. Accommodation

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

16. Surveillance

The contractor shall keep vigil the plant area for overall protection of the plant through CCTV System.

17. 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.

Detailed Scope of work (SOW):

The successful bidder shall provide comprehensive Operation and maintenance of SPV Plant along with 33Kv power evacuation system up to the switchyard for a period of three (3) years from date of handing over the site. During comprehensive O&M period, WBSEDCL personnel shall have unrestricted entry to the solar plant and Control Room at any time. WBSEDCL may suitably depute its personnel to associate with O&M activities. Contractor shall assist them in developing expertise through their day to day O&M activities. All records of maintenance must be maintained by the contractor which can be accessed by WBSEDCL on demand at any time. These records are to be handed over to WBSEDCL after the O&M period of contract.

This scope is for the comprehensive operation and maintenance of 04 nos. of 10 MWp Solar PV Plant. As this contract is for "Comprehensive Operation and Maintenance" so all those works which are not specifically specified in the contract but are required to carry out the safe and efficient operation of the plant then that work shall also be deemed to be included in the scope of work of the contractor. The term comprehensive encompasses all necessary services, T&Ps, testing equipment's, supply of spare parts and consumables etc., whether explicitly stated or otherwise and that are necessary for the safe, secure, reliable and efficient operation of the Solar PV plant. Contractor shall always strive to operate the plant in the most safe and efficient way so that the plant availability and generation can be maximized. Safety of human beings and plant equipment shall always be at the fore front while operating the plant.

SI No	Service Text		Service text	Quantity (For 03 years) for four plants	Unit	Frequency
1	Operation & Security of Four nos of 10 MWp Solar Power Plant	1	Operation & Manpower Services	36*4	AU	Monthly
		2	Security	36*4	AU	Monthly
2	Maintenance of CMCS	1	Battery Room	36*4	AU	Monthly
		2	UPS , UPS DB	36*4	AU	Monthly
		3	ACDB Panel & Lightning , MCB Distribution Box	12*4	AU	Quarterly
		4	Firefighting equipment's & Alarm Panel (all Areas)	12*4	AU	Quarterly
		5	Battery System , FCBC PANEL	36*4	AU	Monthly
		6	WMS, SCADA & Data transfer	12*4	AU	Quarterly
		7	CCTV	36*4	AU	Monthly
		8	Incomer Cum Outgoing Panels (33kv HT Switch Gear)	12*4	AU	Quarterly
		9	Earth Pits	6*4	AU	Half Yearly
		10	Battery Bank load test (All Battery banks in Plant)	3*4	AU	Annual
3	Maintenance of Field & Inverter Room	1	INVERTER 142	36*4	AU	Monthly
		2	UPS , UPS DB	36*4	AU	Monthly
		3	Battery Charger/ Battery Room o.in	36*4	AU	Monthly
		4	33KV HT Switchgear	12*4	AU	Quarterly
		5	Plant) ACDB Panel & Lighting (Whole	12*4	AU	Quarterly
		6	DCDB Panel ty	12*4	AU	Quarterly
		7	RTU Panel (PLC , SCADA PANEL)	12*4	AU	Quarterly

		8	System Bore well and Module Washing	12*4	AU	Quarterly
		9	Earth Pits	6*4	AU	Half Yearly
		10	Inverter Transformer	12*4	AU	Quarterly
		11	Auxiliary Transformer	12*4	AU	Quarterly
		12	Contactora Box for Exhaust Fan Controller	36*4	AU	Monthly
		13	String Monitoring Unit	12*4	AU	Quarterly
		14	Lightening Arrester	12*4	AU	Quarterly
		15	CCTV	36*4	AU	Monthly
		16	MMS	12*4	AU	Quarterly
		17	Roads Grading & Erosion & Boundary Fencing	6*4	AU	Half Yearly
		18	Battery Load Test	3*4	AU	Annual
4	Maintenance of 33kv O/G Feeders and Metering yard	1	Cleaning	36*4	AU	Monthly
		2	Lightening Arrester	12*4	AU	Quarterly
		3	Isolator	3*4	AU	Annual
		4	CT/PT	3*4	AU	Annual
		5	Earth Pits	12*4	AU	Quarterly
		6	ABT Meters	2*36*4	AU	Monthly
		7	Providing & Making Straight through Joint of 33kv cable	3*4	NOS	SOS
		8	Providing & Making End termination of 33Kv cable	3*4	NOS	SOS
5	Additional support Services	1	Grass Cutting	36*4	AU	Monthly
		2	Module Washing	52*3*4	AU	Weekly
		3	Inverter Transformer Testing	3*4	AU	Annual
		4	Oil testing of Inv. Transformer	3*4	AU	Annual
		5	Handover & takeover	1*4	AU	One Time
		6	Calibration of pyranometer	3*4	AU	Annual
6	AMC	1	AMC for Inverters	3*4	AU	Annual
		2	AMC for SCADA & communication (Except TCF Canal Babk)	3*3	AU	Annual
		3	AMC for Power Transformers & IDTs	3*4	AU	Annual
7	Amount linked to safety	1	SAFETY	36*4	AU	Monthly

10 Operations, Manpower & Security of 10 MWp Solar Power Plants:

10.10 Operations & Manpower:

Contractor's scope includes keeping in service all equipment's/system of the plant (starting from Modules, DC strings and up to power evacuation point), clearing of faults, monitoring and recording of plant operating parameters and equipment health parameters (like inverter efficiency, transformer temperatures, system voltages etc) in the log books/check list on daily basis. Operation check lists are to be prepared by contractor in association with WBSEDCL. Sufficient numbers of printed check sheets are to be kept by contractor. The check sheets are to be filled by operation staff from the local equipment level. SCADA system is available in the control room of the plant (**Except TCF canal Bank 10 MWp Power Plant**) and the control room shall be manned on 365x24 hrs basis. Plant SCADA will be the primary tool to monitor the operating status of various plant equipment's. Permit to Work system as approved by WBSEDCL shall be followed and contractor shall identify the operation engineers who are competent to issue the permits. Contractor shall inform to WBSEDCL in writing the details of these competent operation engineers. Contractor shall operate all plant equipment as per standard operating procedures prescribed by OEM. OEM manuals of all major equipment are available at plant site. Scope also includes preparation and submission of daily/monthly reports containing major works carried out, reportable safety incidents, generation data (or any other data) to WBSEDCL. Contractor shall keep record of all operation activities for verification at any point of time during the contract.

PLANT ASSETS COVERED UNDER O&M: As per Attachment

The bidder shall be responsible for supply of all spare parts, repairs/replacement of any defective equipment(s) at his own cost as required from time to time during the O&M period.

The contractor shall be responsible for the Operation and Maintenance of the entire Solar PV plant during the O&M period. The brief scope of works is listed below:

- 1) Ensuring successful operation of SPV Plant for optimum energy generation. Ensuring Breakdown maintenance, Preventive maintenance overhauls, Arranging visits of O&M experts (when required) to maximize the availability of the solar plant. Daily work of the operators involves logging the voltage, current, power factor, power and energy output of the SPV plant, temperature, logging down individual array output data once a day.
- 2) O&M of all equipment shall be done as per OEM guidelines & additional procedures provided by WBSEDCL.
- 3) Safety practices inside four nos. of Solar Power Plant shall be at par with best in industry.
- 4) Safety norms provided by WBSEDCL shall be followed.
- 5) Seasonal Preparedness for ensuing seasons shall be done as per WBSEDCL standards, dewatering pumps shall be kept, at least one per plot.
- 6) AMC of Inverter, SCADA and Power Transformer shall be in scope of vendor.
- 7) T&P of standard make & as per IEC standards.
- 8) Site Vehicles, of either four wheeler or two wheelers/Plot shall be kept at site for better mobility.
- 9) Data transfer and Communication to WBSEDCL, ALDC & other agencies shall be in scope of vendor.
- 10) Fire fighting equipment available at site shall be maintained in perfect condition with regular checking, replenishment & fire drills.
- 11) The operator shall record monthly energy output of each array and transformer and reports shall be prepared on performance of SPV plant.
- 12) Submission of periodical reports to the owner on the energy generation & operating conditions of the SPV plant.

- 13) Ensuring Safety and protection of the plant by deputing sufficient security personals
- 14) Monitoring, controlling, troubleshooting, maintaining of records, registers.
- 15) Cleaning of drains, cable trenches, box culverts etc.
- 16) The contractor shall at his own expense provide all amenities to his workmen as per applicable laws and rules.
- 17) The Contractor shall ensure that all safety measures are taken at the site to avoid accidents to his employees or his Co-contractor's employees
- 18) The Contractor shall immediately report the accidents, if any, to the Engineer In-charge & to all the concerned authorities as per prevailing laws of the state.
- 19) The Contractor shall comply with the provision of all relevant Acts of Central or State Governments including payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Employees State Insurance Act 1948, Contract Labor (Regulations & Abolishment) Act 1970, Payment of Bonus Act, 1965 and amended in 2015, Employees Provident fund and miscellaneous provisions act 1952 or any modification thereof or any other law relating whereto and rules made thereunder from time to time. Minimum wages as per West Bengal State Govt.
- 20) The contractor shall be responsible to carry out all test and work as required by statutory regulation in effect as on date of placement of LOA during O&M period.
- 21) Housekeeping and Cleaning of the plant, office building, watering of plants (maintenance and up-keeping of horticulture) on regular basis and as and when required.
- 22) Agency must keep all necessary equipment's, water tanker with diesel pump, sand etc. in sufficient quantity to extinguish of fire inside plant area at least possible time.

Housekeeping frequency:

S.No	Items	Frequency
1	Control Rooms	Daily
2	Office Area	Daily
3	Security rooms	Daily
4	Office Building	Daily
5	Horticulture	Daily
6	Plant Area	Daily

10.10.1 Stores & Spares :

- a) Supply of all type of spares, consumables and fixing/application of the same shall be in the scope of the O&M agency.
- b) Solar panels, inverter spares, all types of cables, cards, computers, & all types of consumables, used in all four 10 MWp Solar PV Plant of WBSEDCL, replacement as per requirement shall be in the scope of the vendor, their cost shall be included in respective maintenance item in the quotation by bidder.
- c) **Capital equipment like Power Transformer, CT, PT, 33 KV Breakers shall be in the scope of the bidder, the safety of equipment shall be the responsibility of the bidder, the equipment replacement shall be liability of bidder, and the bidder may take machine breakdown insurance for that.**
- d) Each plant is having a store with certain WBSEDCL provided spares. As a short terms measures, contractor may use those spares. However , the contractor should replenish those spare to WBSEDCL. List will be handed over during handing over the plant.

- e) This store for O&M uses shall be handed over to the vendor. Custody and Proper storage of material in store shall be the responsibility of vendor.
- f) Bidder is required to maintain adequate O&M spare during the O&M contract period of the Solar PV plant with the view to maximize the availability of the plant. In case, Contractor uses WBSEDCL provided spares, provided by WBSEDCL, WBSEDCL provided spares consumed shall be replaced within 60 days, non-availability of spares as per instruction from WBSEDCL shall levy of LD of INR 20,000/- per month (maximum of Rs 100000.00) on every case in addition to the cost of the equipment.
- g) To ensure longevity, safety of the core equipment, and optimum performance of the system the contractor should use only genuine spares of high-quality standards (Use OEM spare parts only).
- h) Supply of spare solar panels damages during O&M shall be in the scope of the O&M agency.
- i) Any damages inside plant due to any reason shall be attended immediately by the vendor. For the cases, Agency shall inform WBSEDCL immediately in writing and submit the incidence report. Agency is solely responsible for realization of claim from the Insurance company.

Note: Audit of stores & spares can be done by WBSEDCL any time during O&M period, in case of any shortage in O&M spares, WBSEDCL has the right to replenish the O&M spare on risk and cost of the vendor. Spares to be kept during O&M are as per Attachment.

Tools & equipment to be kept during the O&M period are as per Attachment.

Minimum Manpower Set up :

Sl. No.	Designation	Qualifications	Nos.
1.	Plant Site Engineer	Bachelor's in Electrical engineering with 5 years / Diploma in Electrical engineering with 7 years of experience in executing O&M services for MW scale Solar PV power plants.	1X4
2	Plant Operator	Bachelor's in Electrical engineering with 2 years / Diploma in Electrical engineering with 5 years of experience in executing O&M services for MW scale Solar PV power plants.	1X4
3	Technician	Diploma in Electrical engineering with 2 years / ITI with 5 years of experience in Solar Plant O&M	3X4
4	Security staff (including one Gunman) (all through the day)	As per security guideline	12X4
5	Office Boy		1X4
6	Labour		As per requirement

Note: Reduction of manpower shall not be permitted, substitute shall be provided by vendor in case other than weekly off. Shifts optimization of manpower can be done with the consultation of WBSEDCL. Security personnel may be sub-contracted from approved security agency subject to approval of WBSEDCL.

In case of shortage of manpower from above; double the salary of manpower shall be deducted on pro rata basis. Wage sheet, bank statement, PF/ ESIC shall be submitted with the invoice.

Sr. No. 1 to 6 of manpower shall be on the regular roll of the bidder.

Before quoting the price, bidder is requested to visit every plant to see for existing manpower setup. Reduction of manpower shall not be permitted in any circumstances.

10.20 Security Manpower:

1. For Maintain watch & guard of all 10 MWp Solar PV Plant, Metering yard, Office buildings of WBSEDCL, security shall be in the scope of the contractor. Minimum 48 numbers of guards including gunman shall be deployed. Guards shall be equipped with proper training, uniform & accessories like torch, stick, shoes and all attire required for making guards duty successful. If the vendor is not having affiliation to hire security guards, they may sub-contract to any affiliated security agencies.

Security agency shall have the affiliation of DGR or state agency.

Existing security personnel as follows:

TCFCB : 28 + 6 reliever including 1 Gunman

TCFCT : 16 + 4 reliever including 1 supervisor

Salboni : 10 + 2 reliever including 1 Gunman & 1 Supervisor

Patni : 10 + 2 reliever including 1 Gunman & 1 Supervisor

2. Pro rata deductions: In case of reduced manpower payment from security manpower shall be done on a pro rata basis.

3. LD Clause: In case of continuously reduced manpower in 3 shifts or 30 man-days a month an LD of 1 lakh per month shall be levied in addition to the retention of payment related to Security Manpower.

It will be the responsibility of the contractor to make arrangements for the complete safety and security of plant/assets. The contractor has to assess the security threats and accordingly deploy an adequate number of trained security personals. The security agency should have all the necessary compliances prescribed by any statute or state administration. Any default or penalty arising out of the acts/deeds of security agency/personal shall be in the scope of the contractor. Gate pass system shall be followed by contractor and entries of all vehicles, persons, material etc shall be made in the main gate register with date and time. All the consumables like stationery items and security/safety tools mentioned above shall be in the scope of contractor. A monthly report on the security aspects like incidents of theft, local agitations, strikes etc. shall be submitted to WBSEDCL. Case of theft, burglary, breach of fencing etc shall be informed to WBSEDCL & Security agency shall assist WBSEDCL to File FIR with police as & when required.

At any point of time during the contract period, if WBSEDCL finds that the performance of contractor in security matters is not satisfactory, then WBSEDCL reserves the right to remove the security portion from the scope of work by giving a notice of 30 days and will restrict the BOQ accordingly.

Maintenance of Solar Plant:

a) All the maintenance work shall be done as per OEM guidelines. In addition, WBSEDCL guidelines & frequency in BOQ shall be followed.

b) Any delay more than 30 days in completion of any maintenance activity shall lead to levy of LD of 20% cost of that maintenance activity.

c) Generation loss due to improper maintenance shall be considered for LD for non-availability as per common LD condition of non-availability.

20. Maintenance of Main Control Room Building

Service Number	Service Text	Service Details
1	Battery Room	Cleaning, check for unstable tube lights, keeping battery in perfect shape including filling of acid and checking of misplaced lids, replacement of defective spare parts including batteries shall be in scope of vendor
2	UPS , UPS DB	Cleaning of all equipment's & Connection Check, lamp replacement, pushbuttons replacement, replacement of defective spare parts shall be in scope of vendor
3	ACDB Panel & Lighting ,MCB Distribution Box	Cleaning, termination tightening, check lug for heating up, lamp replacement, pushbuttons replacement, replacement of defective spare parts shall be in scope of vendor
4	Firefighting equipment's & Alarm Panel (all Areas)	Cleaning, connection tightening, manual alarm check, checking of smoke detectors by inducing smoke, lamp replacement, manual call Point, pushbuttons replacement, Timely Refilling Of Fire Extinguisher , replacement of defective spare parts shall be in scope of vendor
5	Battery System , FCBC PANEL	Petroleum jelly application, Battery acid/water filling, Tightening of connections, Cleaning of Battery terminals, taking specific gravity, voltage reading. Reading shall be taken on sample basis in such a way that all batteries are covered in month, replacement of defective spare parts including batteries shall be in scope of vendor
6	WMS , SCADA & Data Transfer	Cleaning of all equipment's on daily basis & Connection Check monthly basis, replacement of defective spare parts shall be in scope of vendor. Maintaining 24X7 days. Availability of data transfer to OPC sever, Telemetry server of ALDC and static IP.
7	CCTV	Cleaning of all equipment's & Connection Check, keeping the CCTV fully operational, replacement of defective spare parts including CCTV cameras shall be in scope of vendor, availability of CCTV system
8	Incomer Cum Outgoing Panels (33kv HT Switchgear)	Cleaning, tightening, check Rack- In & Rack-Out mechanism; check all cable terminations tightness, LED check, Emergency Switch operation, lamp replacement, pushbuttons replacement , manual spring charge check, checks operation of breaker & isolation mechanism, Door lock check, sealing, insulation mat., replacement of defective spare parts shall be in scope of vendor excluding complete VCBs.
9	Earth Pits	Tightness Check of connections, Watering of Earth Pits, Earthpit Covered Properly, Resistance value check, marking of checking date and next due date on earth pits.
10	Battery Bank (All Battery banks in Plant)	Annual battery bank load test shall be done as per OEM procedure, testing equipment's shall be provided by Vendor.

30. Maintenance of Field & Local Control Rooms

Service Number	Service Text	Service Details
1	INVERTER	Cleaning of AC Section, DC Section, IGBT Section, Connection Tightening of AC & DC Bus, Capacitors ,Breaker Sensors & Relay checking, Cooling Fan & Exhaust Fan Check ,Bus-bar Termination Connection Recheck, Hole Sealing Check, Monthly thermal scanning of inverters to be done for finding any hotspot, Attending the defects, replacement of defective spare parts shall be in scope of vendor, and biannual inspection of inverters by OEM service engineer or inverter expert.
2	UPS , UPS DB	Cleaning, termination tightening, check lug for heating up, I/P & O/P Voltage Check, lamp replacement, pushbuttons replacement, replacement of defective spare parts shall be in scope of vendor

3	Battery Charger/ Battery Room	Cleaning of all terminals, Petroleum jelly application, Battery water filling, Tightening, replacement of defective spare parts including batteries, cards, relays, shall be in scope of vendor.
4	33KV HT Switchgear	Cleaning, tightening, check Rack- In & Rack-Out mechanism; check all cable terminations tightness, LED check, Emergency Switch operation, lamp replacement, pushbuttons replacement , manual spring charge check, checks operation of breaker & isolation mechanism, Door lock check, sealing, insulation mat., replacement of defective spare parts shall be in scope of vendor excluding complete VCBs.
5	ACDB Panel & Lighting (Whole Plant)	Cleaning, Termination tightness, replacement of defective parts including cables, switches, contactors, lights etc shall be in scope of vendor.
6	DCDB Panel	Cleaning, Termination tightening, replacement of defective spare parts shall be in scope of vendor.
7	RTU Panel (PLC , SCADA PANEL)	Cleaning, Termination tightening, check all connections are proper; replacement of defective spare parts shall be in scope of vendor.
8	Bore well and Module Washing System	IR, WR checking, 3 phase balance current checking, checking for abnormal sound, Greasing if required, washing pipe Leakage checking and Repair, Pressure checking, Bore well Motor Working, Module Cleaning Wiper Replacement, Chemical filling in dosing system as per level, Annual Checking by OEM.
9	Earth Pits	Tightness Check of connections, Watering of Earth Pits, Earth pit Covered Properly, Resistance value check, marking of checking date and next due date on earth pits.
10	Inverter Transformer	Cleaning, Tightening of HT & LT Bushing, Leakage check, Oil level Check, Silica Gel Check, Buchholz air/gas level check, check all cable terminations, check the tap changer in manual mode, Marshalling box connection tightening, OTI, WTI, MOG & Buchholz alarm check, remove vegetation in & around the yard, Monthly thermal scanning of all joints and connection.
11	Auxiliary Transformer	Cleaning, Tightening of HT & LT Bushing, Leakage check, Oil level Check, Silica Gel Check, Buchholz air/gas level check, check all cable terminations, check the tap changer in manual mode, Marshalling box connection tightening, OTI, WTI, & Buchholz alarm and trapped gas level check, remove vegetation in & around the Yard thermal scanning of all joints and connection, Replacement of defective spare parts shall be in scope of vendor.
12	Contactoer Box for Exhaust Fan Controller	Cleaning & Connection Check, keeping the Exhaust fan in Fully operational, replacement of defective spare parts including's shall be in scope of vendor
13	String Monitoring Unit	Cleaning of all accessories, Working Status check, check SMU fuse base, bus bar, lug, washer for heating up, check power cable lug for heating up, check physical condition of the SMU, check the dis-connector switch. SMU Communication to SCADA, Monthly thermal scanning of all joints and connection, Replacement of defective spare parts shall be in scope of vendor.
14	Lightening Arrester	Check LA cables connections, check LA counter reading, Connection Check, replacement of defective spare parts including meter and counter shall be in scope of vendor.
15	CCTV	Cleaning of all equipment & Connection Check, keeping the CCTV fully operational, replacement of defective spare parts including CCTV cameras shall be in scope of vendor, availability of CCTV system
16	MMS	Tightness of MMS Rafters, purlins, bracings, earthing strip, modules etc. and Proper Dressing 6sqmm cable.
17	Roads Grading & Erosion & Boundary Fencing	Maintenance and upkeep of civil structures including boundary walls/Fencings, culverts, Drains, CMCS buildings, IR buildings, Repair of Roads shall be in scope of O&M agency. Replacement of broken windows, glass, gates etc shall be in scope of O&M agency. The civil items maintenance which are not described in this clause but are part of all four solar power plants shall be in scope of O&M agency.
18	Battery load test	Annual battery bank load test shall be done as per OEM procedure, testing equipment shall be provided by Vendor.

40. Maintenance of 33kv O/G Feeders and Metering yard

Service Number	Service Text	Service Details
1	Cleaning	Daily cleaning of metering yard area and 33KV main O/G tray area
2	LA	Check LA cables connections, check LA counter reading, Connection Check, replacement of defective spare parts including meter and counter shall be in scope of vendor.
3	Isolator	Check isolator cables connections, , replacement of defective spare parts including meter and counter shall be in scope of vendor.
4	CT/PT	Cleaning, Termination tightening, check all connections are proper. Petroleum jelly applied in Contacts, thermal scanning of all joints and connection, Annual Testing, replacement of defective spare parts shall be in scope of vendor.
5	Earth Pits	Tightness Check of connections, Watering of Earth Pits, Resistance value check, Earth pit Covered , marking of checking date and next due date on earth pits.
6	ABT Meters	Annually Calibration of ABT Meters shall be in scope of vendor, in case of use of spare ABT meter its calibration is also in vendor scope.
7	Providing & Making Straight through Joint of 33KV Cable	Providing & making cable straight through termination with heat shrinkable jointing kit complete with all accessories including lugs suitable for 33 KV single core XLPE alum. conductor cable as required as per specification and as per accepted standard including connection testing complete. Heat shrinkable jointing kit 33 KV XLPE cable straight through termination of 1X400 sqmm cable
8	Providing & Making End Termination Joint of 33KV Cable	Providing & making cable Termination Joint with heat shrinkable jointing kit complete with all accessories including lugs suitable for 33 KV single core XLPE alum. conductor cable as required as per specification and as per accepted standard including connection testing complete. Heat shrinkable jointing kit 33 KV XLPE cable Termination Joint of 1X400 sqmm cable

50. Additional support Services

Service Number	Service Text	Service Details
1	Grass Cutting	Herbicide spray and grass cutting on a periodic basis shall be done. Minimum three cycles of grass cutting to be completed in a contractual year date of start shall be communicated by WBSEDCL in 1 month advance. One cycle of grass cutting shall be completed in 30 days. Any loss of plant due to fire incident occurred during O&M period due to dry grass available in SPV plant shall be recovered from O&M agency.
2	Module Washing	As per Schedule
3	Inverter Transformer Testing	Transformers testing shall be in scope of O&M agency. Testing frequency for all Transformers shall be annual, Note: In case of outage of transformer or Abnormality, testing shall be carried out as per instruction of WBSEDCL EIC. Routine Tests : 1. All routine test shall be carried out in accordance with IEC 60076. 2. Measurement of Voltage Ratio & phase displacement (as per IEC 60076-1) 3.Measurement of winding resistance on all the taps (as per IEC 60076-1) 4. Vector group and Polarity Check (as per IEC 60076-1) 5. Magnetic Balance and Magnetising Current Test 6. Measurement of no load current with 415 V, 50 Hz AC supply 7. Measurement of no load losses and current at 90%, 100% & 110% of rated voltage (as per IEC 60076-1) 8. Load Loss & Short Circuit Impedance Measurement on principal & Extreme Taps 9. IR measurement (As per IEC 60076-1) 10. Measurement of capacitance & tan delta to determine capacitance between winding & earth.

		11. Separate Source Voltage Withstand Test (as per IEC 60076-3)
4	Oil testing of Inverter Transformer	Sample collection & testing of sample shall be in scope of O&M agency. Testing frequency of IDTs Transformer shall be annual. Note: In case of outage of transformer or abnormality of any oil sample sampling & testing shall be carried out as per instruction of WBSEDCL. Detailed report from accredited agency shall be submitted by bidder.
5	Handover & Takeover of plant	As per tech. specification.
6	Calibration of pyranometer	Annual calibration of pyranometer

50.01 Module washing:

Minimum two (02) cycles of module washing shall be completed in one month. Module washing activity shall be conducted on daily basis with specified number of SPV tables. In case of discontinuation of module washing activity payment shall be deducted from O&M bill and an additional LD of 10% of monthly washing bill shall be levied. Arrangement of water & additional service shall be in scope of vendor. Water quality shall be as per design of modules.

- 1) Workers should be advised not to touch the structure and other electrical installations in the plant.
- 2) Module washing using water should not be carried out during high load times. As a general rule, cleaning should be done when the load is below 20% of installed capacity. Cleaning should be done in day light only.
- 3) Modules with broken glass (if any) should not be cleaned using water as it may lead to DC earth fault and tripping of inverter.
- 4) Water consumption record is to be maintained for each cycle of washing.
- 5) Vehicle movements should be restricted in the plant as they contribute to soiling.
- 6) Soiling near the frame edges are to be removed.
- 7) Bird drops are to be removed by use of soft cloth mop.

If WBSEDCL observes that the above operating guidelines are not being adhered by the contractor, then he may issue a notice to contractor in this regard on first instance. On second Instance, WBSEDCL will have the discretion to issue contractual notice and such notices will become basis of short-closing the contract. Further contractor may follow general recommendatory guidelines provided below.

A) Benchmarking- Spraying water on the PV panels is not enough unless some measurable outcomes are not verified. Although the performance of PV panels depends on a variety of factors but some kind of thumb rules can be developed at site level. One inverter can be identified in the plant whose PR or specific yield is to be compared before and after cleaning its DC capacity in each cycle. Benchmark improvements can be set and other inverters can be monitored based on such bench marks.

B) Plan and Act- Planning is a very important activity and if it is ignored then there are chances when a particular area of plant is cleaned multiple times and one area remain ignored for long. It is normal tendency that the cleaning manpower avoids areas that are difficult to approach and the easily approachable areas are cleaned more frequently. To avoid this, a plan (**strictly inverter-wise**) is to be made at the start of the month that clearly defines the temporal and spatial targets. Such targets are to be monitored on daily basis. Planning inverter wise cleaning gives an added advantage of reducing mismatch losses due to non-uniform soiling on the modules of a particular inverter.

C) Active supervision- The most common practice prevailing in the industry for module washing work-orders is based on rates per module. Under such work-orders the workers have a tendency to clean as many as modules in least possible time and quality of washing takes a back seat. This kind of practice leads to wastage of resources in terms of money and water and at the same time it didn't contribute much in increasing the performance. To mitigate it, supervision is must. O&M contractor may deploy at least one dedicated person for this purpose. His responsibilities

may include the implementation of washing schedule on daily basis, making report of daily washing record, check the water quality and washing quality.

D) Removing bird Drops- Bird drops on the PV cells act has hard shadow and impacts the power capacity of the cell. Although the coverage by the bird drops is usually small and they are often ignored. If such drops are allowed to stay for longer periods then the cells can become highly degraded due to overheating. Many

a times, bypass diodes are activated leading to shorting of many cells and as a result the string voltage comes down. So bird drops are to be removed timely. The dry material should not be scratched instead it should be made wet using wet cloths (putting wet dusting cloth over the drop for 15-20 minutes) and then to be removed. Birds normally gather near water sources such as the storage tanks or the RO plant units. Seeping water near these installations collects on ground and invites the birds. It is seen that the majority of bird drops are found on the modules near the water tanks. So at the first place birds should be distracted from such location by arresting the leaking waters.

E) Natural cleaning by rains- After every rains, modules are to be inspected for the cleanliness. Sometimes the lighter rain brings more environmental suspended dust on the panels and makes it more soiled instead of cleaning. But heavy rain normally cleans the entire plant. So the cleaning schedule is to be re- jiggered after every rainy spell.

F) Use of mops- Spraying of water on modules may clean the modules in dry seasons and can remove the coarse particles. But in humid regions and seasons and also areas of fine dust/clay, the pollutants sticks to the panel glass and mere spraying of water may not be that effective. In such regions and seasons, mops made of soft fiber or cotton are to be used for cleaning the panels.

50.02 Insurance:

- 1) Insurance is under the scope of the vendor. All sorts of abnormal activity, like Fire and Peril, Theft, Flood, Break down of all equipment's at the plant etc should under insurance coverage.
- 2) Workmen's Compensation Insurance: This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability disease or death of his or his Sub-Contractor's employees, which for any reason are not covered. Under the Workmen's Compensation Act, 1948, the liabilities shall not be less than the following:

Workmen's Compensation - As per Statutory Provisions

Employee's Liability - As per Statutory Provisions

- 3) Comprehensive General Liability Insurance: The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled "Defense of Suits" in Section General Conditions of Contract (GCC). The hazards to be covered will pertain to all the Works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.
- 4) Contractor shall have to arrange insurance towards Machinery break down (MBD) on plant equipment's as required and as deemed fit for risk coverage considering the plant age.

Note : Agency is sole responsible for insurance claim and as well as realization of claim amount from the Insurance agency. WBSEDCL is not responsible for this. Keeping in mind, agencies are requested to quote their price. All plants are presently under EPC 5 year O & M Contract except TCF Canal Bank. All plants are under Insurance coverage.

50.03 Handing & Taking over of the Plant:

- (1) Taking over of plant as per equipment list attached shall be in scope of vendor, defects if any shall be informed during takeover only, thereafter liability shall be on bidder.

(2) At the end of the contract period, the contractor shall hand over the plant and equipment back to the owner (WBSEDCL or next O&M agency after completion of this contract) in completely safe and healthy condition and without any pending defect.

(3) The items supplied by WBSEDCL on returnable basis, such as spares parts (from WBSEDCL provided spares or through procurement)), consumables, tools and plants, testing equipment, documents etc. shall be returned back to WBSEDCL at end of contract in good condition. Else suitable recoveries shall be made from the Contractor's bills.

(4) Taking over team shall be deployed by bidder **one** month prior to start of comprehensive O&M work.

60. Annual Maintenance Contracts:

Vendor shall have the comprehensive maintenance contracts for Inverters, power transformers, SCADA & Communication systems as per following table:

Service Number	Service Text	Service Details
1	AMC for Inverters	AMC shall include annual maintenance by OEM or OEM authorized vendor in supervision of OEM, deployment of OEM in case of failure or outage of inverter.
2	AMC for Scada & communication (Except TCF Canal Bank)	AMC shall include annual maintenance by OEM or OEM authorized vendor in supervision of OEM, deployment of OEM in case of failure or outage of SCADA or communication system.
3	AMC for POWER Transformers	AMC shall include annual maintenance by OEM or OEM authorized vendor in supervision of OEM, deployment of OEM in case of failure or outage of transformer.

Un-priced POs OF AMC shall be shared by vendor within one month of start of O&M contract, failing to that suitable deduction from O&M bills shall be done.

70. Safety, PTW system & Medical:

WBSEDCL gives utmost importance to the safety of the personnel as well as equipment. WBSEDCL believes in 'safety is first', it is everyone one's responsibility to follow all safety rules and regulations as per directions of WBSEDCL.

Following standard safety requirements are in the scope of contractor and shall be followed by the contractors and their representatives at all times in the plant premises. As far as safety is concern it is not restricted to what is mentioned in the document but vendor shall give utmost importance to the personnel and equipment safety. Following are the bare minimum

requirements for observing the safety culture during the contract period.

- 1) Supply and use of all safety PPEs like safety shoes, reflective jackets, safety helmet, hand gloves, gum boots, safety goggles etc.
- 2) 4 sets of above standard PPEs are to be maintained as spare at site for exigency use during plant visit of any delegate/ group.
- 3) The contractor shall take adequate precautionary measures at site, using of PPEs like arc suit (33KV level), High Voltage protected hand gloves, safety shoes, isolation of charged electrical equipment, usage of earth rods, earth trucks to release residual voltages, permit to work system, etc to ensure safety from the electrical system.
- 4) In case of any accident, minor, major, near miss and casualties incidents are to be recorded and the contractor shall immediately report the same to WBSEDCL & concerned statutory department as per prevailing laws & regulation.

- 5) At-least two person among the O&M staff shall be well trained in carrying out CPR.
- 6) One set of first aid box should be available in site control room.
- 7) The permit to work system (PTW) duly approved by WBSEDCL is to be followed during all maintenance works. All the T&Ps (like lock-keys, LOTO box) and consumables required for safety system are in the scope of contractor.
- 8) The system safety events like daily pep talk, monthly safety meetings,
- 9) Safety pledge shall be organized to promote the safety.
- 10) One fire drill is to be conducted in every quarter.
- 11) Safety sign boards, banners and play-cards to be placed at all major locations. These are to be replaced once in a year.
- 12) All the fire fighting and detecting system of the plant shall be maintained as per the maintenance schedule provided elsewhere in the contract.
- 13) In every quarter, WBSEDCL or its representative may carry out safety audit on the above mentioned aspects. If any non-compliance is found during the audit, then 10% amount of O&M may be deducted from quarterly O&M bill.
- 14) All the works done during O&M period shall be as per WBSEDCL safety policy. Vendor shall comply to WBSEDCL safety rules as per signed WBSEDCL safety policy provided by WBSEDCL. All type of PPEs required shall be provided by vendor to its employees. All type of safety sign boards, speed breaker, safety pep talks, quarterly fire safety, road safety & electrical safety training shall be provided to its employees, quarterly fire drill shall be conducted; all the instructions given by WBSEDCL time to time regarding safety shall be followed. Celebration all the days' and weeks designated or electrical & road safety shall be celebrated at site for better awareness of employees towards safety.
- 15) Medical Assistance & emergency services: **An arrangement is to be kept at site 24*7 with all type of first aid & it is the vendor responsibility to arrange vehicle/ambulance for shifting injured or ill person to nearest medical facility as and when required.** Handling FIRs/reporting of fatal/major injury cases shall be in scope of vendor.
- 16) Resolution of audit points of safety audits (WBSEDCL internal & 3rd party safety audits) shall be in scope of bidder.

- 1) **Machine break-down (MBD) Insurance-** The plant is in operation since May 2017 and no latent/design defects are observed in the plant equipment. Any kind of failure (minor/major) of equipment during the contract shall be considered as the failure due to natural wear and tear or due lack of proper maintenance. So all such failures shall be in the scope of contractor and the contractor has to repair the failed equipment at the earliest so as to achieve the guaranteed performance parameters. **To cover its risk, contractor may take a comprehensive machine breakdown insurance policy without any cost to WBSEDCL.**
- 2) **Modifications in the plant-** Contractor shall not carry out any kind of modifications in the plant. If the contractor is of the opinion that certain changes in the settings, configurations etc are required to improve the safety/performance of the plant then such changes will be carried out only after the written consent of WBSEDCL.
- 3) **New spares or facility added by WBSEDCL-** During the period of contract, WBSEDCL may add any new spare or augment or create new facility in the plant. In such cases O&M of such added facility is to be carried out by contractor and against this service contractor will be compensated additionally. The service charges for this added facility will be mutually decided based on market rates. To be mutually settled if added when there will be financial implication.
- 4) **Use of plant premises-** The sole purpose of plant and its equipment is to generate solar power from the PV modules and it shall not be used for any other commercial or other activity.
- 5) **Review Meetings-** WBSEDCL will call schedule performance review meetings with senior management of contractor on monthly basis. Mostly the meetings will be held at Site or any of its offices across WBSEDCL jurisdiction area and contractor shall attend these meetings compulsorily. Any overhead expense on account of these meetings shall not be payable to contractor.
- 6) **Statutory requirements:** The contractor shall comply with provision of all relevant acts central or state governments including payments of wage Act 1936, Minimum wages Act 1948, Employer's Liability Act 1938, Workmen compensation act 1923, Industrial dispute Act 1947, Maturity benefit Act 1961, ESI Act 1948, Contract Labor (Regulations and Abolishment) Act 1970, Workmen's Compensation Insurance, Comprehensive Automobile Insurance Comprehensive General Liability Insurance or any modification there of or any other law related whereto and rules made there under time to time.
- 7) **Facilities to O&M staff-** The contractor shall at his own expense provide all amenities like transportation, seating/resting space, canteen, medical facilities etc. to his O&M staff as per applicable Factory laws and rules.
- 8) **Short closing of part/complete contract-** WBSEDCL reserves the right to restrict the BOQ quantity of any of the service under the contract, at any point of time during the contract. Further the contract can be short closed/terminated either partially or fully after giving a notice of 30 days.
- 9) **Extension of contract-** Duration of contract period is for 60 months (05 years)
Initial contract period : Three (03) years. Further two (02) years contract period will be extended subject to satisfactory performance. Enhancement of contract price during extended contract period : 3%
- 10) **Indemnity Bond-** At the beginning of O&M contract, the contractor shall submit indemnity bond to WBSEDCL, towards the safe care and custody of plant and equipment's during the contract period, the list of plant equipment is covered under the scope of O&M.
- 11) **Validity of existing O & M contract upto:**
 - TCF Canal Bank : 09.03.2024
 - TCF Canal Top : 12.11.2024
 - Patni : 31.03.2024
 - Salboni : 31.03.2024

11) Delay in O&M activities:

Any work as per O&M contract or communicated by WBSEDCL shall be done as per schedule of O&M or as per schedule communicated, in case of delay in any activity WBSEDCL shall have right to start the work on risk and cost of O&M agency after giving a 7 days' notice.

12) Payment to manpower/ labour and subcontractors:

- a) There should be new billing period (25th every month) mentioned along with PF/ESIC etc.
- b) Payment to sub vendors shall be cleared within 21 days of submission of invoice.
- c) Salary/Wage payment to all the manpower working in WBSEDCL plots on behalf of O&M agency shall be done on or before last day of month.
- d) Failing to these terms and on request of sub vendor or manpower WBSEDCL may proceed to pay the dues to sub vendor or manpower on risk & cost of O&M agency.
- e) Failure to do these payment timely and with a delay more than 15 days shall be treated as noncompliance w.r.t O&M contract & an LD of 2,00,000/- per case shall be levied on O&M bill.
- f) No sub vendors are allowed except related to security guards. Prior permission should be taken from WBSEDCL for engagement of sub-vendors. Engagement of sub-vendor without prior permission of WBSEDCL will attract a penalty equivalent to the contract value of that particular period

13) Warranty of equipment: The EPC contractors has guaranteed WBSEDCL towards 25 years performance warranty on PV modules and five year extended warranty plant equipment's. The agency may take extended warranty equipment to till the end of contract period, cost of such insurance coverage taken by bidder shall be deemed to be included in the lump-sum price quoted for the O&M contract.

14) Guaranteed Availability and LD for shortfall

1) The Contractor shall maintain quarterly plant availability factor of 99% during the O&M period.

The methodology of calculating the plant availability factor will be as follows :

Methodology of calculating Plant Availability Factor (PAF)

A methodology based on generation periods and inverter running periods is considered here. The methodology describes the relation between PV plant generation periods to actual running periods in the form of an availability factor. Initially the availability factor is evaluated for each inverter, then depending on the number of inverters used in the PV plant, the plant availability factor is evaluated. Methodology is shown from Eq. (1) to Eq. (4).

Generation Period = End Time - Start Time (1)

Eq. (1), is used to estimate the generation period of the PV plant. In Eq. (1), the end time represents the time at which no power is generated from a PV plant i.e. typically happens in the night times. Start time represents, the time at which power generation is possible i.e. typically in the morning. Generation period is the time for which the PV plant is made to operate i.e. from morning time (start time) to evening time (end time). These three parameters are typically measured in hours: minutes: seconds.

Running Periods = Generation Periods – Tripping (2)

Running hours are estimated using Eq. (2), and it is difference of generation periods to the tripping caused in the PV plant and its components. In any PV plant, the running periods are bit lower than the maximum possible generation periods this is because of the hurdles or problems caused by various components in PV system like grid failure, inverter failure etc. Running periods are typically measured in hours: minutes: seconds.

$$\text{Availability Factor Inverter (AF inverter)} = (\text{Running Periods}) / (\text{Generation Periods}) * 100 \dots\dots\dots(3)$$

Inverter availability factor of an inverter is estimated using the Eq. (3). The availability factor is defined as the ratio of inverter running periods to the maximum generation periods. It is measured in terms of percentages.

$$\text{Plant Availability Factor (PAF)} = \frac{1}{n} (\text{AFinverter1} + \text{AFinverter2} + \dots + \text{AFinverter n}) \dots\dots\dots(4)$$

Plant availability factor is estimated using the Eq. (4), and it is average sum of the availability factors of inverters in solar PV plant.

Note : Unavailability of more than one SMB per Inverter will not be allowed and will be considered as unavailable of that Inverter

2) For any shortfall in the plant availability factor wrt the above target value LD will be levied as shown below

SL NO	Plant Availability Factor	LD Applicable for each year (in lakhs)
1	99% & above	NIL
2	Below 99 %	Rs. 3,840.00/MW/Quarter for each 1% Fall in Availability Factor. LD shall be pro- rata basis in case shortfall of LD comes to be decimal value.

- 3) The maximum value of LD shall be limited to Rs 1.536 lakh/MW per annum (Contractual year).
- 4) LD shall be applicable for all four nos. of 10 MWp Solar PV Plant of WBSEDCL.
- 5) In case of outage of an inverter for more than 14 days (14*12 hours = 168 solar hours) in a contractual year, generation loss due to outage shall be recovered from bidder (in addition to availability LD).
- 6) In case of outage of an inverter duty transformer for more than 14 days (14*12 hours = 168 solar hours) in a contractual year, generation loss due to outage shall be recovered from bidder (in addition to availability LD).
- 7) **Exceptions-** Period of outages/generation loss due to grid outages not attributed to the contractor and incidents beyond the control of contractor shall be excluded from the LD calculation. In case of any planned major preventive maintenance work requiring more than 12 Hrs time, then the period of planned outage/generation loss shall be excluded from the LD calculations. This exception will be applicable only if prior approval for the planned outage is taken from WBSEDCL. WBSEDCL reserves the discretion in the matter of giving such approval.
- 8) LD amount will be realized from the pending bill.

Exclusions:

- 1. **Switchyard:** O&M of 33kv HTOH line is being done by WBSEDCL and excluded from SOW of this contract. However taking PTW (permission to work) from connected 33/11KV Substation, WBSEDCL GSS, Preparing joints and other maintenance work in 33KV O/G cable, inside switchyard premises shall be in the scope of agency.
- 2. **Scheduling & forecasting services-** This service is excluded from the scope of work of contractor. But contractor shall keep updated WBSEDCL about available capacity of plant and local weather conditions during all days.
- 3. **Regulatory Approvals:** CEA approval is excluded from scope of agency, However Maintaining solar plant as per CEA guidelines, submitting compliances etc. and coordinating the CEA/other agencies visit at site shall be in the scope of agency.

4. Manpower stationed at plant:

1. All the boarding and lodging arrangements for manpower stationed at site shall be in scope of vendor.
2. Specific place in plant area shall be provided where vendor may set up its lodging & boarding arrangements for staff.
3. There shall not be any building or rooms to be provided by WBSEDCL for such arrangements.
4. Arrangements done by vendor shall be safe, risk free & have healthy environment with respect to extreme weather conditions both in summer & winter.
5. Consuming alcohol & smoking shall be strictly prohibited in plant area, WBSEDCL expect zero incident of such type in contractual period.

Defect Liability Period: 3 Months.

A) **BOQ Measurement book-** Contractor shall keep a printed measurement book containing each of the BOQ items and the due BOQ quantity in any billing month will be jointly signed by contractor designated person and WBSEDCL site in charge after due verifications. Contractor shall provide all documents to WBSEDCL in support of the eligible BOQ quantity. WBSEDCL may restrict the quantity to fractions in order to hold or deduct any amount due to non-execution of any work/service.

B) **Calculation of performance Indices-** On completion of each billing month, contractor shall submit the calculations in support of achievement of monthly performance indices and applicable liquidated damage (LD) and all supporting documents. The calculations shall be jointly signed by contractor designated person and WBSEDCL site in charge after due verifications.

C) **Billing Method-** For each billing month, contractor shall raise one GST invoice along with the measurement book sheet.

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CHECK LIST

Sl. No.	List of Documents (Scanned Copy of Documents to be uploaded by main bidder only)	Name of folder	To be submitted in cover	Submitted (Y/N)
1	Tender Fee (Scanned copy)	Drafts	Statutory cover (Technical proposal)	
2	Earnest Money Deposit (Scanned copy)	Drafts	Statutory cover (Technical proposal)	
3	Check List (Form – I)	Forms	Statutory cover (Technical proposal)	
4	Application for Tender (Form – II)	Annexure	Statutory cover (Technical proposal)	
5	Format of Letter of Bid (Form – III)	Forms	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	Format of Deviation Sheet (Form – IV)	Declaration	Non-Statutory cover (Technical proposal)	
9	Pro-forma for undertaking to be submitted by the Bidders (Form –V)	Forms	Statutory cover (Technical proposal)	
10	Summary statement of average annual turnover (Form – VI)	Forms	Statutory cover (Technical proposal)	
11	Statement of orders executed (Form –VII)	Forms	Statutory cover (Technical proposal)	
12	Proof of Company Incorporation / Trade License	Company Details	Non-Statutory cover (Technical proposal)	
13	Power of Attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign	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	GST Registration Certificate (GSTIN)	Certificates	Non-Statutory cover (Technical proposal)	
17	PF Registration Certificate/Current Challan	Certificates	Non-Statutory cover (Technical proposal)	
18	ESI Registration & Current ESI deposit Challan	Certificates	Non-Statutory cover (Technical proposal)	

Sl. No.	Scanned Copy of Documents to be uploaded	Name of folder	To be submitted in cover	Submitted (Y/N)
19	Exemption Certificate, if any, issued by any competent authority	Certificates	Non-Statutory cover (Technical proposal)	
20	Income Tax return for the last 03 (three) Assessment Years and Income Tax Clearance Certificate for the last Assessment year	Financial Info	Non-Statutory cover (Technical proposal)	
21	A certified copy from a practicing Chartered Accountant to be produced in support of 'Annual Turnover' and Working Capital for last three (03) preceding years or last year as case may be	Financial Info	Non-Statutory cover (Technical proposal)	
22	Order(s)/Contract Agreement(s) issued by the purchaser, Completion Certificates, Commissioning Reports signed by the Purchaser/Ordering Authority to substantiate timely completion of the work and Satisfactory Performance Certificate issued by the Owner/ Beneficiary.	Credential	Non-Statutory cover (Technical proposal)	
23	Commissioning Reports and Completion Certificates duly authenticated by Beneficiary	Credential	Non-Statutory cover (Technical proposal)	
24	Performance Certificates signed by the purchaser/ordering authority/Original Vendor for at least last one year from the date of Bid Publication	Credential	Non-Statutory cover (Technical proposal)	
25	List of Orders in hand	Declaration	Non-Statutory cover (Technical proposal)	
26	List of key personnel available and proposed to be engaged for the project mentioning their experience and qualification	Declaration	Non-Statutory cover (Technical proposal)	
27	Others: Any other documents found necessary	Declaration	Non-Statutory cover (Technical proposal)	

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Form-II : 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: -

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 _____ 201 ____

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 SEA

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 Nodated
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**

Form-IV : DEVIATION SHEET

(To be filled in and signed by the Bidder)

1. If the proposal has got any deviation from the Technical Specification, the Bidder 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 TENDERERWITH
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

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:

2. We are submitting Tender for the Work -----against Tender Notice No.----- dated -----
3. None of the Partners of our firm/JV/Consortium is relative of employee of West Bengal State Electricity Distribution Company Limited.
4. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
5. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
6. 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**

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.

Sl. No.	Financial Year	Annual Turnover rounded up to Rupees in lakh (two digit after decimal)	Remarks
1.	2020-21		
2.	2021-22		
3.	2022-23		
Total			

Average Turnover (Rupees in lakh):

.....

SIGNATURE OF THE TENDERER WITH OFFICE 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

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

West 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 Three (03) Years Comprehensive Operation & Maintenance of 4 nos. X 10 MW (AC) Ground Mounted Solar PV Power Plant installed at different district of West Bengal 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 (10%) (ten 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 notwithstanding 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 up to 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)

 (Name)

.....
 (Signature)

 (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 10% (ten 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: (annexed hereto) for Three (03) Years Comprehensive Operation & Maintenance of 4 nos. X 10 MW (AC) Ground Mounted Solar PV Power Plant installed at different district of West Bengal

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a tender vide nodated (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 Three (03) Years Comprehensive Operation & Maintenance of 4 nos. X 10 MW (AC) Ground Mounted Solar PV Power Plant installed at different district of West Bengal

" as per Letter of Award nodated referred to above.

2. The WBSEDCL agrees to pay the Contractor as per order no dated referred to above.

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 of20....., 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 Vidut 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

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)

JOINT VENTURE AGREEMENT

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

THIS AGREEMENT executed on this..... day of..... Two Thousand

BETWEEN a company incorporated under the laws of INDIA and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at..... (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for (insert name of the package along with project name)of WestBengal State Electricity Distribution Company Limited, a Company incorporated under the Companies Act of 1956 having its Registered Office at Vidyut Bhavan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (insert name of the package along with project name)

AND WHEREAS NIT (documents establishing the eligibility of Bidder) forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in NIT, as applicable may bid, provided, the Joint Venture/ Consortium fulfils all other requirements of NIT and Qualification Criteria in NIT and in such a case, the Bid Forms shall be signed by all the parties so as to legally bind them and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party/Parties in accordance with the requirements of Clause NIT (documents establishing the Qualification of Bidder) has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture/Consortium, the Parties do hereby undertake that M/sthe Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture/Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the plant in accordance with the Contract.
2. In case of any breach or default of the said Contract by any of the party or parties to the Joint Venture/ Consortium, the party(s) does hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of THESE PRESENTS undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the

Employer to proceed against Lead Partner to THESE PRESENTS before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this agreement, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this agreement.
5. It is expressly understood and agreed between the Parties to this agreement that the responsibilities and obligations of each of the Parties shall be as delineated in NIT document to this agreement. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. This agreement shall be construed and interpreted in accordance with the provisions of the Contract.
7. In case of an award of a Contract, the parties to this agreement do hereby agree that it shall be jointly and severally responsible for furnishing a Contract performance security in the form of Bank Guarantee from a nationalized bank in favour of the Employer in Indian currency.
8. It is further agreed that this Bank Guarantee shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Company/Lead Partner
(Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

WITNESS :

(Signature of the authorized representative)

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of
M/s.....

Name

(Signature of the authorized representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

Signature

(Signature of the authorized representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing this agreement, the non-judicial stamp papers of Rs.100/- shall be purchased on behalf of Joint Venture/Consortium.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the parties.
3. The nomenclature of this agreement be treated as standardised format for parties being companies incorporated under Companies Act. 1956/2013.
But other entities like partnership firm/ LLP may also eligible for participation in the bid as part of joint venture/ Consortium under relevant laws of India.

POWER OF ATTORNEY FOR LEAD MEMBER OF JV

(To be executed on Non-Judicial Stamp Paper)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Joint Venture under the lawsof..... and having our Registered Office(s)/Head Office(s)

at

..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at

..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package

the

bids for which have been invited by West Bengal State Electricity Distribution Company Limited, having its Registered Office at Vidyut Bhavan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 (hereinafter called the 'Employer') to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), thesame shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs theContract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of thisPower of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this..... day of.....under the Common Seal(s) of their Companies.

for and on behalf
of the Partners of
Joint Venture

.....
.....
.....

The Common Seal of the above Partners of the Joint
Venture: The Common Seal has been affixed there unto in the
presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Joint Venture/Consortium.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

Authorized Signatory (Company Seal)

Asset List of Teesta Canal Bank Project

Type of asset	Description of Assets	Quantity	UOM
LEASEHOLD_LAND	LEASEHOLD LAND - 99 YRS	21.900	ACRE
2 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	217.500	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	114.000	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	114.000	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	114.000	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	114.000	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	114.000	SQMTR
1 STORIED	POLICE BARRACK/ OUTPOST	4.000	SQMTR
1 STORIED	POLICE BARRACK/ OUTPOST	4.000	SQMTR
OTHER CIVIL WORK	CABLE TRENCH, DUCT	3800.000	MTR
OTHER CIVIL WORK	PIPE FITTINGS AND VALVES	80.000	NOS
OTHER CIVIL WORK	SWITCHYARD STRUC (FABRI/PCC/RAIL/ JOIST, etc.)	1829.860	SQFT
OTHER CIVIL WORK	SWITCHYARD FOUNDATION CIVIL	76.531	SQFT
OTHER CIVIL WORK	PUCCA ROAD	4000.000	MTR
OTHER CIVIL WORK	WATER SUPPLY SYSTEM	4.000	NOS
OTHER CIVIL WORK	WATER SUMP PUMP WITH MOTOR	5.000	NOS
TRANSFORMER_GENERAL	POWER TRNF. 2.5 MVA	5.000	NOS
CT	200/1-1A 33KV OD	9.000	NOS
PT	33KV/√3/110/√3V OD	6.000	NOS
SOLAR_PV_MODULE	260 Wp	9999.000	NOS
INVERTER	1.25 MW	10.000	NOS
CR_PANEL_ID_33KV	Feeder Control	2.000	NOS
Lightning_Arrestor	36 KV	24.000	NOS
VCB	1250A OD 33KV	2.000	NOS
ISOLATOR_SOLAR	400A 33 KV	11.000	NOS
SWITCH_GEAR_SOLAR	Transformer Control 33 KV	5.000	NOS
BATTERY_BANK	24V, 100Ah	6.000	NOS
BATTERY_CHARGER	24V, 10A	6.000	NOS
ACDB	415V	1.000	NOS
SOLAR_PV_MODULE	260 Wp	9999.000	NOS
SOLAR_PV_MODULE	260 Wp	9999.000	NOS
SOLAR_PV_MODULE	260 Wp	9999.000	NOS
SOLAR_PV_MODULE	260 Wp	1326.000	NOS
TRANSFORMER_GENERAL	AUX. TRANSFORMER 25 KVA	2.000	NOS
SOLAR_PV_MODULE	260 Wp	270.000	NOS
SOLAR_PV_MODULE	Module Mounting Structure	498.000	MT

Asset List of Teesta Canal Top Project

Type of asset	Description of Assets	Quantity	UOM
FREEHOLD_LAND	FREEHOLD LAND OWNED UNDER FULL TITLE	26.980	ACRE
2 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	156.600	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	52.250	SQMTR
1 STORIED	POLICE BARRACK/ OUTPOST	11.550	SQMTR
1 STORIED	POLICE BARRACK/ OUTPOST	4.000	SQMTR
1 STORIED	POLICE BARRACK/ OUTPOST	4.000	SQMTR
OTHER CIVIL WORK	PIPE FITTINGS AND VALVES	88.000	NOS
OTHER CIVIL WORK	PUCCA ROAD	1370.000	MTR
OTHER CIVIL WORK	SERVICE ROAD	1900.000	MTR
OTHER CIVIL WORK	SWITCHYARD FOUNDATION CIVIL	284.737	SQFT
OTHER CIVIL WORK	SWITCHYARD STRUC (FABRI/PCC/RAIL/ JOIST, etc.)	6748.970	SQFT
OTHER CIVIL WORK	WATER SUMP PUMP WITH MOTOR	2.000	NOS
OTHER CIVIL WORK	WATER SUPPLY SYSTEM	2.000	NOS
OTHER CIVIL WORK	CABLE TRENCH, DUCT	80.000	MTR
TRANSFORMER_GENERAL	POWER TRNF. 5 MVA	2.000	NOS
TRANSFORMER_GENERAL	AUX. TRANSFORMER 100 KVA	2.000	NOS
CT	200/1-1A 33KV OD	18.000	NOS
PT	33KV/√3/110/√3V OD	12.000	NOS
SOLAR_PV_MODULE	360 Wp	9999.000	NOS
SOLAR_PV_MODULE	360 Wp	9999.000	NOS
SOLAR_PV_MODULE	360 Wp	9594.000	NOS
INVERTER	1.25 MW	8.000	NOS
CR_PANEL_ID_33KV	Feeder Control	2.000	NOS
Lightning_Arrestor	36 KV	45.000	NOS
VCB	1250A OD 33KV	4.000	NOS
CR_PANEL_ID_33KV	Transformer Control	2.000	NOS
ISOLATOR_SOLAR	400A 33 KV	14.000	NOS
BATTERY_BANK	24V, 100Ah	2.000	NOS
BATTERY_CHARGER	24V, 10A	2.000	NOS
ACDB	415V	2.000	NOS
SOLAR_PV_MODULE	Module Mounting Structure	3307.000	MT

Asset List of Patni Project

Type of asset	Description of Assets	Quantity	UOM
FREEHOLD_LAND	FREEHOLD LAND OWNED UNDER FULL TITLE	78.000	ACRE
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	120.000	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	100.000	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	100.000	SQMTR
OTHER CIVIL WORK	BOUNDARY WALL	3000.000	MTR
OTHER CIVIL WORK	WATER SUPPLY SYSTEM	1.000	NOS
OTHER CIVIL WORK	SWITCHYARD FOUNDATION CIVIL	240.000	SQFT
OTHER CIVIL WORK	SWITCHYARD STRUC (FABRI/PCC/RAIL/ JOIST, etc.)	2000.000	SQFT
SOLAR_PV_MODULE	325 Wp	9360.000	NOS
SOLAR_PV_MODULE	330 Wp	9999.000	NOS
SOLAR_PV_MODULE	330 Wp	9999.000	NOS
SOLAR_PV_MODULE	330 Wp	9831.000	NOS
INVERTER	1.25 MW	8.000	NOS
Multi_winding_Inverter_Duty_Transformer	2 MVA	4.000	NOS
Multi_winding_Inverter_Duty_Transformer	2 MVA	1.000	NOS
Lightning_Arrestor	36 KV	21.000	NOS
Lightning_Arrestor	ESE type	11.000	NOS
ACDB	415V	3.000	NOS
BATTERY_BANK	30V, 100Ah	3.000	NOS
BATTERY_CHARGER	30V, 30A	3.000	NOS
CT	50/1-1A 33KV OD	12.000	NOS
CT	100/1-1A 33KV OD	9.000	NOS
PT	33KV/√3/110/√3V OD	12.000	NOS
CR_PANEL_ID_33KV	Transformer Control	4.000	NOS
CR_PANEL_ID_33KV	Feeder Control	3.000	NOS
ISOLATOR_SOLAR	400A 33 KV	12.000	NOS
VCB	1250A OD 33KV	7.000	NOS
UPS	5 KVA	2.000	NOS
UPS_Battery_Cell	12V, 100Ah	20.000	NOS
TRANSFORMER_GENERAL	STN. SER.TRNF. 100 KVA	1.000	NOS
SOLAR_PV_MODULE	Module Mounting Structure	600.000	MT
CT	200/1-1A 33KV OD	6.000	NOS
UPS	10 KVA	1.000	NOS
UPS_Battery_Cell	12V, 100Ah	20.000	NOS

Asset List of Salboni Project

Type of asset	Description of Assets	Quantity	UOM
FREEHOLD_LAND	FREEHOLD LAND OWNED UNDER FULL TITLE	41.110	ACRE
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	120.000	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	100.000	SQMTR
1 STORIED	CONTROL ROOM AT SUB STATION (AIS/ GIS/ SPREAD OUT/ OUTDOOR)	100.000	SQMTR
OTHER CIVIL WORK	BOUNDARY WALL	2700.000	MTR
OTHER CIVIL WORK	WATER SUPPLY SYSTEM	1.000	NOS
OTHER CIVIL WORK	SWITCHYARD FOUNDATION CIVIL	240.000	SQFT
OTHER CIVIL WORK	SWITCHYARD STRUC (FABRI/PCC/RAIL/ JOIST, etc.)	2000.000	SQFT
SOLAR_PV_MODULE	325 Wp	9360.000	NOS
SOLAR_PV_MODULE	330 Wp	9999.000	NOS
SOLAR_PV_MODULE	330 Wp	9999.000	NOS
SOLAR_PV_MODULE	330 Wp	9831.000	NOS
INVERTER	1.25 MW	8.000	NOS
Multi_winding_Inverter_Duty_Transformer	2 MVA	4.000	NOS
Multi_winding_Inverter_Duty_Transformer	2 MVA	1.000	NOS
Lightning_Arrestor	36 KV	21.000	NOS
Lightning_Arrestor	ESE type	11.000	NOS
ACDB	415V	3.000	NOS
BATTERY_BANK	30V, 100Ah	3.000	NOS
BATTERY_CHARGER	30V, 30A	3.000	NOS
CT	50/1-1A 33KV OD	12.000	NOS
CT	100/1-1A 33KV OD	9.000	NOS
PT	33KV/ $\sqrt{3}$ /110/ $\sqrt{3}$ V OD	12.000	NOS
CR_PANEL_ID_33KV	Transformer Control	4.000	NOS
CR_PANEL_ID_33KV	Feeder Control	3.000	NOS
ISOLATOR_SOLAR	400A 33 KV	12.000	NOS
VCB	1250A OD 33KV	7.000	NOS
UPS	5 KVA	2.000	NOS
UPS_Battery_Cell	12V, 100Ah	20.000	NOS
TRANSFORMER_GENERAL	STN. SER.TRNF. 100 KVA	1.000	NOS
SOLAR_PV_MODULE	Module Mounting Structure	600.000	MT
CT	200/1-1A 33KV OD	6.000	NOS
UPS	10 KVA	1.000	NOS
UPS_Battery_Cell	12V, 100Ah	20.000	NOS