West Bengal Renewable Energy Development Agency (An organization of Department of Power and NES Government of West Bengal) BIKALPA SHAKTI BHAVAN, Plot – J1/10, Block – EP & GP, Sector – V, Salt Lake Electronics Complex, Kolkata – 700 091

(Domestic competitive bidding)

NOTICE INVITING TENDER

For

Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Rooftop Grid Connected Solar PV Power Plants each of array capacity 10 kWp & 100 nos. Rooftop Grid Connected Solar PV Power Plants each of array capacity 20 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal

NIeT No: WBREDA /NIeT-09 /18-19 DTD: 13-12-18

1.1 Introduction

West Bengal Renewable Energy Development Agency herein after referred to as **WBREDA** invites e-tender (Submission of Bid through **online**) through Domestic Competitive Bidding (DCB) from eligible bidders for setting up of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp & 100 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 20 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal.

1.2 Title of the Work

Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 900 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 10 kWp and 100 nos. Grid Connected Rooftop Solar PV Power Plants each of array capacity 20 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal

1.3 Brief Scope of the Work

The work is to be executed on turkey basis. WBREDA will not supply any material departmentally. The scope of work will include but not limited to the followings:

- (a) Site visit and Detail field survey at the premises of the Prospective Beneficiaries [List of the prospective beneficiary will be provided by WBREDA]
- (b) Submission of site survey report as per format of WBREDA indicating technical suitability of site for installation of the Power Plant with roof plan
- (c) Design of the system
- (d) Obtaining technical approval from WBREDA

- (e) Project Monitoring during implementation of the Project and during maintenance period.
- (f) Procurement and transportation of materials at site in properly packed condition of all equipment, materials and miscellaneous item required to complete the project
- (g) Receiving, unloading, pilfer proof and safe storage at site
- (h) Final check-up of equipment, installation, testing and commissioning of power plant and putting the system into successful functional operation.
- (i) Providing of training material to the end users during onsite training
- (j) Assisting Beneficiary in the process for obtaining Net Metering Facility from DISCOM.
- (k) Documentation
- (l) Handing over of power plant
- (m) Providing of routine and break down maintenance of grid connected solar PV power plants during comprehensive maintenance period.
- (n) Fulfilment of warranty obligation as may arise
- (o) The contractor shall warrant that all equipments, hardware and accessories are new, unused, most recent or current models and incorporate all recent improvements in design and in accordance with the contract documents and free from defects in material and workmanship. The contractor shall also warrant for defect free operation of the materials supplied and workmanship towards erection for a period of **sixty** (60) calendar months commencing immediately from the date of handing over of the GCRTSPV System.

The Complete work shall be done as per direction of Engineer-in-Charge.

In addition to facilitate the installation work following work may have to take up be the contractor as per site condition.

The activities, however, deemed to be included in the scoped of work.

- i. Tit bit repairing work mainly plastering, white washing, painting, mending good damages and other related miscellaneous work etc.
- ii. Removing of rubbishes and staking the serviceable materials at suitable within a lead of around 75m and lift around of 15 m from the installation site place as directed.
- iii. Cleaning of site identified for installation of different components of the power plants as may be required

Detailed are available at the online e-tendering portal https://wbtenders.gov.in

1.4 Locations of Installation

Various institute and organizations anywhere in West Bengal

1.5 Validity of offer

The bids submitted by the bidder shall remain valid for a minimum period of **180 days** from the date of the opening of Technical Bid (online). However, it may have to be extended in case of exigencies with due intimation to successful bidder(s).

1.6 Total capacity of project

- i) Total Project capacity 11 MW
- ii) 10 kWp system -900 Nos.
- iii) 20 kWp systems -100 Nos.

1.7 Quantity to be quoted by each bidder:

Bidder shall have to quote for fixed quantity as follows:

- i) 10 kWp system 360 Nos.
- ii) 20 kWp systems 40 Nos.

1.8 Estimated Cost

- a) Estimated total project cost for 900 nos 10 kWp and 100 nos. 20 kWp GCRTSPV system is **Rs. 65,00,00,000.00 (Rupees sixty five crore only)**
- **b)** Estimated cost for quantity i.e 360 nos 10 kWp and 40 nos. 20 kWp GCRTSPV system to be quoted by each bidder is **Rs.26,00,00,000.00 (Rupees twenty six crore only)**

1.9 Cost of Tender Document (Tender Fee)

Cost of Tender document is **Rs 5000.00** (Five Thousand only). The cost of tender document is non-refundable. The tender fee may be remitted through Bank Draft / Banker's cheque issued from any scheduled commercial bank of India in favour of the "WBREDA", payable at Kolkata

1.10 Bid Security (Earnest Money Deposit (EMD))

The Bid Security / EMD is Rs 52,00,000.00 (Rupees fifty two lac only). Necessary Bid Security / Earnest Money (EMD) shall be remitted through Bank Guarantee from any scheduled commercial bank in India. In case of Consortium bidder Bank Guarantee to be submitted on behalf of Lead Member of the consortium.

The Bank detail of WBREDA is as follows:

1.	Name of the Bank	Corporation Bank
2.	Branch	Salt Lake Sector-V Branch
3.	IFS Code	CORP0001045(CORP Zero Zero Zero one Zero
		four five
4.	Account No	510341000690357

1.11 Other Details of Tender fees and Bid Security

- a) All bids must be supported by bid security (EMD) and cost of the tender document (Tender Fee).
- **b)** Scan copy of the Bank Draft / Banker's cheque as tender fees & Bank Guarantee as Earnest Money Deposit (EMD) shall have to be uploaded in statutory cover in the e-tender portal http://wbtenders.gov.in

- c) Original Bank Draft / Banker's cheque as tender fees & Bank Guarantee as Earnest Money shall have to Deposited (EMD) by the bidder physically to the Chief Engineer, WBREDA, Saltlake, Kolkata on or before the scheduled date & time as specified in the NIeT.
- **d)** The Bidders shall have to submit the bid security (EMD) and cost of the tender document (Tender Fee) of the requisite value mentioned in the tender.
- e) If any bidder fails to comply any of the points, the Bid shall be considered as non-responsive.

1.12 Additional Performance Security (APS)

- (a) If **L1 bidder** has quoted bid rate 80% or less of the estimated cost put to the tender then additional Performance Security @10% of the tendered amount have to be submitted by the bidder in the form of Bank Guarantee from any scheduled bank within 7 working days from the date of issuance of Letter of Acceptance by the bidder.
 - If the bidder fails to submit the Additional Performance Security within schedule time, his EMD will be forfeited.
 - The Additional Performance Security shall remain valid up to Defect Liability Period of sixty (60) calendar months, with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.
- (b) The above clause no 1.12 (a) of Additional Performance Security (APS) shall also be applicable on pro-rata basis for the bidders accepting the L1 price as per clause no 1.16 "Distribution of Work".
- (c) The format of Additional Performance Security is as per Annexure 6 under Section VII

1.13 Schedule of Dates for e-Tendering

SL. NO.	PARTICULARS	DATE & TIME	
1.	Documents download start date (Online)	18.12.18 From 10.00 AM	
2.	Last date of uploading Pre-bid Query	29.12.18 upto 4.00 PM	
3.	Pre- bid Meeting	02.01.19 at 2.00 PM	
4.	Bid proposal submission start date (Online)	08.01.19 From 03.00 PM	
5.	Bid proposal Submission end date (Online)	29.01.19 up to 4.00 PM.	
6.	Last Date of submission of original copies of Tender Fees Bid Security(EMD) (offline submission)	Within 05-02-19 up to 5:00PM At WBREDA, Bikalapa Shakti Bhaban", J1/10, EP/GP Block, Sector V, Saltlake Electronics Complex, Kolkata 700091	
7.	Bid opening date for Techno - Commercial proposal (Online)	06.02.19 at 1:00 PM	
8.	Date of Opening of financial bid	will be intimated later on	

1.14 Place of Pre-bid meeting

West Bengal Renewable Energy Development Agency (WBREDA) Bikalpa Shakti Bhavan, J1/10, EP&GP Block, Sector – V, Salt Lake Electronics Complex, Kolkata – 700 091

1.15 Completion time

a) Completion time for different quantities of GCRTSPV systems from the date of placement of LOA are as follows:

Sl No	No. of GCRTSPV System	Completion time
01	360 nos 10 kWp and 40 Nos 20 kWp	300 days
02	180 nos 10 kWp and 20 Nos 20 kWp	240 days

b) Activity wise Completion time for the project shall be mentioned herein under. It will actually consider for LD Calculation.

Sl No	Zero Date	Activity	Completion Time from Zero date
1	Date of Handing over of Name of the Institution for technical feasibility survey	Submission of preliminary survey report	Time period is 20% of the total completion time
2	Date of Handing over of Name of the Institution for technical feasibility survey	Submission of detail survey report	Time period is 35% of the total completion time
3	Date of Placement of LoA	Document Submission Technical Approval and Demonstration of Inverters, Data Loggers, and Web Based Monitoring System including Proto Type inspection	45 days
4	Date of Handing over of Name of the Institution for technical feasibility survey	Installation & testing of PV Power Plant at individual site (for 3 ph site) Installation of PV Power Plant at individual site (for 1 ph site)	Time period is 90% of the total completion time
5	Date of Handing over of Name of the Institution for technical feasibility survey	Commissioning of PV Power Plant (for 3ph site) and Testing & commissioning of 1ph site after installation of Net meter	Time period is 95% of the total completion time
6	Date of Handing over of Name of the Institution for technical feasibility survey	Training and Documentation	Time period is 100% of the total completion time

1.16 Distribution of Work

WBREDA will preliminary distribute the total work (900 nos 10 kWp and 100 nos. 20 kWp GCRTSPV system) during placement of LOA in the following manner

- i) 360 nos 10 kWp and 40 Nos 20 kWp GCRTSPV systems will be awarded to L1 bidder at per lowest acceptable price schedule.
- ii) Balance work of 540 nos 10 kWp and 60 Nos 20 kWp GCRTSPV systems will be awarded to L2, L3 and L4 Bidders equally (180 nos 10 kWp and 20 Nos 20 kWp GCRTSPV each) if they agree to accept the lowest acceptable price schedule without compromising the quality of work and without altering the original terms and conditions of the tender or any downward.
- iii) If L2 or/and L3 or/and L4 bidders(s) do not agree to accept the lowest acceptable price schedule then other Technically qualified bidder(s) will be considered according to their ranking, subject to acceptance of the lowest acceptable price. In such cases 180 nos 10 kWp and 20 Nos 20 kWp GCRTSPV shall be awarded to each bidder for distribution of balance 540 nos 10 kWp and 60 Nos 20 kWp GCRTSPV systems.
- iv) Other than L1 Bidder if only two (02) of the technically qualified bidder is agreed to match with the lowest acceptable price schedule, in such case the balance 180 nos 10 kWp and 20 Nos 20 kWp GCRTSPV systems will be distributed as follows:
 - a) L1: additional 90 nos 10 kWp and 10 Nos 20 kWp GCRTSPV systems
 - b) For Balance 90 nos 10 kWp and 10 Nos 20 kWp GCRTSPV systems, 45 nos 10 kWp and 5 Nos 20 kWp GCRTSPV systems shall be awarded to each of the two (02) Technically qualified bidder who is agree to match with the lowest acceptable price schedule additionally
 - c) Therefore in such case the distributed quantity of the work will be as follows:
 - L1: 450 nos 10 kWp and 50 Nos 20 kWp GCRTSPV systems

Each of two (02) L1 Price matching technically qualified bidder: 225 nos. 10 kWp and 25 Nos. 20 kWp GCRTSPV systems.

- v) Other than L1 Bidder, if only one of the technically qualified bidder is agreed to match with the lowest acceptable price schedule, in such case the balance 400 nos. Power plant will be distributed as follows:
 - a) L1: Additional 180 nos 10 kWp and 20 Nos 20 kWp GCRTSPV
 - b) Balance Additional 180 nos 10 kWp and 20 Nos 20 kWp GCRTSPV will be awarded additionally to the Technically qualified bidder who is agree to match with the lowest acceptable price schedule.
 - c) Therefore in such case the distributed quantity of the work will be as follows:

L1:540 nos 10 kWp and 60 Nos 20 kWp GCRTSPV

Only L1 Price Matching technically qualified bidder: 360 nos 10 kWp and 40 Nos 20 kWp GCRTSPV.

- vi) If any of the technically qualified bidder do not agree match with the lowest acceptable price schedule, in such case the total work will be awarded to L1 Bidder
- vii) WBREDA, however, reserves the right of Distribution of Works if the situation so demand
- viii) If the performance of any contractor is not found satisfactory toward achievement during implementation of project, the allocation of the said contractor may be reduced and may be reallocated to the well performing vendors. The performance of the contractor shall be judge on regular basis.

1.17 Qualifying Requirement for Bidders

The Bidder must have to meet the following minimum qualification for the work as follows:

1.17.1 General Qualification

- a) Bidder must meet the eligibility criteria independently as Bidding Company or as a Bidding Consortium.
- **b)** 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 WBREDA regarding this bidding process; or
 - v. A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorized representative on behalf of one or more manufacturer(s) or through Licensee Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a Bidding Consortium; or
 - vi. 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; or
 - vii. 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
 - viii. An individual Bidder cannot at the same time be a member of a Consortium applying for the bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the same bid.

- c) If the Bidder is a Bidding Consortium then
 - i. Only two member consortium will be allowed.
 - ii. Both of the members of Bidding Consortium must be registered in India
 - **iii.** Subject to the provisions of sub-clause (i) above, the Bid should contain the information required for each member of the Consortium;
 - iv. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format Form-5 given in this NIeT, signed by both the members of the Consortium. The Lead Member shall incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Lead Member shall have main responsibility pertaining to execution of Project.
 - v. The Lead Member shall be responsible for entire job. The Lead Member will fix the role and responsibility of each of the member of the consortium. At the time of acceptance of LoA, an agreement contains above should be there. Any deviation from the above said agreement till defect liability period will be treated as breach of contract and it may lead towards loss of eligibility of the bidder. It may results termination of contract on part of WBREDA.
 - vi. Both the Consortium Members for any condition should fulfill the criteria as per NIeT except exclusively required for Lead Member of the Consortium.
 - **vii.** Lead Member shall be solely responsible for timely completion of the project in all respect.
 - viii. The Lead Member of the Bidding Consortium after the award and signing of the Contract Agreement shall be obliged to continue to discharge their responsibility of the consortium for a period covering the entire project completion period including five (5) years of the comprehensive Maintenance period of the project. The Maintenance period shall be deemed to be effective from the date of commissioning of the power plant with Net meter
 - ix. An individual Bidder cannot at the same time be a member of a Consortium applying for the bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the same bid.
 - **x.** No Change in the composition of the Consortium will be permitted by Bidders during the Selection Process and during the subsistence of the Contract (in case the successful Bidder is a consortium).
 - xi. Members of the Consortium shall enter into an Agreement (herein after called as Consortium Agreement), for the purpose of submitting a Bid. The Consortium Agreement, to be submitted along with the Bid as per format Form-4 of the NIeT
- **d)** Bidders and all the "Members of Bidding Consortiums" must have valid GST Registration, PF Registration, Profession Tax Registration and other statutory registration for execution of this project as per laws of the land.

e) Bidders must have:

- i) Tax Audit report, Audited Balance Sheet and Statement of Profit and Loss Account of Last three (3) consecutive financial year ending on 31st March 2018
- ii) In case of Bidding Consortium both the member of the Consortium must have the

Tax Audit report, Audited Balance Sheet and Statement of Profit and Loss Account of Last three (3) consecutive financial year ending on 31st March 2018

1.17.2 <u>Minimum Financial Capability</u>

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

- a) The bidder should have a Minimum Average Annual Turnover Rs. 10.00 Cr during last 03 (three) consecutive financial year ending on 31st March 2018
- b) Bidder shall have the Liquid Asset (L.A) and /or evidence of access to or availability of credit facility of equivalent amount not less than Rs. 1.5 Crore.
- c) Net Worth² for the each of the last three Financial Years ending on 31st March 2018 should be positive.
- d) In case a bid is submitted by a Consortium, all the partners of the Consortium shall meet, individually, the qualification set forth at Para 1.17.2 (c) above and "Lead Member of the Bidding Consortium" requirement of Para 1.17.2 (a) ,1.17.2(b) above.

1.17.3 Minimum Technical Capability

- a) The Bidder shall have experience in Supply, Installation & Commissioning of ground mounted and/or rooftop Solar PV Power plants having cumulative capacity of not less than 2200 kWp anywhere in India under order of any Government Department / Government Own Company/ Government organization/ Government Institution/ Parastatal during preceding 05(five) years ending last day of month previous to the one in which NIeT are invited. The minimum capacity of each power plant shall be 10 kWp
- b) Bidder must have well setup establishment of after sales service anywhere in West Bengal for minimum two years ending last day of month previous to the one in which NIeT are invited. The establishment of the service set up must have Trade license and Professional Tax registration.
- c) Bids may also be submitted by consortium (having not more than two partners with one partner as lead partner) with requisite technical qualification of the Members of the consortium as mentioned below:
- i. At least one of the partner(s) of the bidding consortium should fulfill the requirements set forth in Para 1.17.3(a) above.

¹ "Liquid Asset" shall mean cash & bank balance and fixed deposits in the name of the bidder as certified by a Chartered Accountant on the date not more than one month before the issuance of the tender."

² "Net worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

All the partners of the bidding consortium should collectively meet qualification requirements set forth in **Para 1.17.3** (a) above.

ii. The Lead member should fulfill the requirements set forth in Para 1.17.3 (b) above.

1.18 Other Information

- **1.18.1** WBREDA reserves the right to accept or reject any bid partly or fully or cancel the bidding without assigning any reason thereof and in such case no bidder/ intending bidder shall have any claim arising out of such action.
- 1.18.2 If the offer is submitted without or inadequate Bid Security (Earnest Money), the bid shall be considered as rejected. Incomplete offer will be liable for rejection.
- A prospective bidder requiring any clarification on bidding documents may notify the WBREDA by uploading the same in the e-tendering portal, which shall be available to all the participant bidders, as per Standard Format enclosed with this document Form-6 and Form-7 not later than the date and time specified in NIeT. The soft copy of the same must be sent in spread sheet at the mail address: cewbredagedcl@wb.gov.in. WBREDA will issue clarification(s) as they may think fit after pre-bid meeting prior to the deadline/extended deadline for submission of bids prescribed by the WBREDA. Written copies of the WBREDA's response (including an explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders. Any queries sent by the bidders after the date and time notified in NIeT or any extended date, if any, shall not be entertained.
- **1.18.4** Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
- 1.18.5 If the dates of any offline activity (Pre-bid meeting, Last Date of submission of original Tender Fees, Earnest Money Deposit in original at the office etc) and opening of Technical Bid and Financial Bid fall on holidays or on days of strike or natural calamity, the dates get deferred to next working days at same hours without any further notice.
- 1.18.6 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 part & parcel of the tender. The bidders are therefore advised to follow the e-tender portal https://wbtenders.gov.in for such corrigendum, notification etc.
- **1.18.7** Joint Venture for this work will not be considered as a bidder.
- 1.18.8 Other information as well as terms and conditions, which are not covered in the NIeT, have been incorporated in Instructions to Bidders (Section II), General Condition of Contract (Section III) Special Conditions of Contract (Section IV), Technical specification (Section-V) of this e-tender.

1.19 Help desk communication

You may contact with NIC help-desk for any assistance between 10:30 am to 5:30 pm in any working days (Monday to Friday). The contact details are as follows:

Sri. Bhaskar Rao : 9051172998
 Md. Habbibulla Rahaman : 9874961136

1.20 Address for communication

The Chief Engineer

West Bengal Renewable Energy Development Agency Bikalpa Shakti Bhavan, J1/10, EP&GP Block, Sector –V,

Salt Lake Electronics Complex, Kolkata – 700 091

Website: www.wbreda.org

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