Section -I

West Bengal Renewable Energy Development Agency

(An organization of Department of Power and NES Government of W.B.) 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 Roof Top p Grid Connected Solar PV Power Plants each of array capacity ranging from above 10kWp to 50kWp cumulative array capacity 2000kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal

NIeT No: WBREDA /NIeT- 11 /18-19 DTD: 25/02/2019

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 Roof Top p Grid Connected Solar PV Power Plants each of array capacity ranging from above **10kWp to 50kWp** cumulative array capacity 2000kWp 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 Roof Top p Grid Connected Solar PV Power Plants each of array capacity ranging from above 10 kWp to 50 kWp cumulative array capacity 2000 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 of materials 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) Fulfillment 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: 2000kWp

1.7 Quantity to be quoted by each bidder:

Bidder shall have to quote for fixed quantity as follows:

i) 1200 kWp system

ii) Number of Sites: 43 Numbers

Number of site	Capacity (In kWp)
30	10
1.	25
2	30
3	60
2	80
1.	55
2	100
2	110
43	

1.8 Estimated Cost

 a) Estimated total project cost for 2000 kWp Roof Top Grid Connected Solar Pv Power Plant is Rs.11,15,00,000.00 (Eleven Crore Fifteen Lakh) 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))

a) The Bid Security / EMD is Rs 13,41,200.00 (Rupees thirteen lakh forty one thousand two hundred only.)). Necessary Bid Security/ Earnest Money (EMD) shall be remitted online through http://wbtenders.gov.in

1.11 Other Details of Tender fees and Bid Security

- All bids must be supported by bid security (EMD) and cost of the tender document (Tender Fee).
- c) Earnest Money Deposit (EMD) shall have to be uploaded in statutory cover in the etender portal http://wbtenders.gov.in

- 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 shall be remitted online through http://wbtenders.gov.in
- c) 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(seven) 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
 - 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)	01/03/2019 from 10.00 AM
2.	Last date of uploading Pre-bid Query	09/03/2019 up to 4.00 PM
3.	Pre- bid Meeting	15/03/2019 at 2.00 PM
4.	Bid proposal submission start date (Online)	22/ 03 /20 19 from 03.00 PM
5.	Bid proposal Submission end date (Online)	15/04 /2019 up to 4.00 PM.
6.	Bid opening date for Techno - Commercial proposal (Online)	22 /04 /2019 at 1:00 PM
7.	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 systems from the date of placement of LOA are as follows:

Sl No	Capacity of then power plant	Completion time
01	1200kWp	240days
02	800KWp	180 days

1.16 Distribution of Work

WBREDA will distribute the total work 2000 kWp in the following manner based on the available site as well as fund:

- Cumulative 1200 kWp (Approximate) Grid Connected SPV Power plant will be awarded to L1 bidder at per lowest acceptable price schedule
- ii) Balance work will be awarded to L2, bidder if 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 following manner:

L1:1200kWp (Approximate) Grid Connected Solar PV Power plant. L2:800kWp (Approximate) Grid Connected Solar PV Power plant.

iii) If L2 will not agree to match with the lowest acceptable price schedule, in such case the 800 kWp work will be awarded to L3 Bidder subject to compliance with the minimum "Qualifying Requirement for Bidder" for 1200 kWp Grid Connected Solar PV Power plant.

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
- c) 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 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:

- 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 Minimum Financial Capability:

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

- The bidder should have a Minimum Average Annual Turnover @ 30% of the Estimated Project Cost during last 03 (three) consecutive financial years (2015-16, 2016-17 & 2017-18).
- ii. Net worth shall be positive for the last three financial years.
- iii) Bidder shall have the liquid asset (L.A) and /or evidence of access or availability of credit facility of equivalent amount not less than Rs 80 lakh.
- iv) For the purpose of this particular bid, bidder shall meet the following minimum commercial criteria in past 7 (seven) years ending last day of month previous to the one in which NIeT are invited
 - a) Experience in single completed work of project execution in Solar PV Power Projects sector or any other job costing not less than the amount equal to 80% of the estimated project cost.

OR

b) Experience in two completed work of project execution in each Solar PV Power Projects sector or any other job costing not less than the amount equal to individually 50% of the estimated project cost.

OR

c) Experience in three completed work of project execution in each Solar PV Power Projects sector or any other job costing not less than the amount equal to individually 40% of the estimated project cost.

1.17.2 Minimum Technical Capability:

a) The Bidder shall have experience in Supply, Installation & Commissioning of ground mounted and/or rooftop Solar PV Power plants 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.

I. For single order: 80% of 1200kWp
 II. For two orders: 50% of 1200kWp
 III. For three orders: 40% of 1200kWp

- IV.
- b) Bidder must have functional establishment or service center 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.

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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 "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.

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.
- 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:

100	Help Deels	: 9051172998
0341+3	1. Help-Desk	: 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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