

# **WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY**

**NOTICE INVITING TENDER**

**e-Procurement**

**NIT No: WBREDA /NIT-15/22-23**

## **Domestic Competitive Bidding**

**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 & 50 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

2<sup>nd</sup> Call

## **Bidding Document**



**December 2022**

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

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

## Section Detail

<b>SI No</b>	<b>Section</b>	<b>Section Heading</b>
01.	Section –I	Notice Inviting Tender
02.	Section-II	Instruction to Bidders
03.	Section -III	General Condition of Contract
04.	Section -IV	Special Condition of Contract
05.	Section- V	Technical Specification
06.	Section –VI	Forms
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West Bengal Renewable Energy Development Agency  
(An organization of Department of NRES Government of West Bengal)  
BIKALPA SHAKTI BHAVAN, Plot – J1/10, Block – EP & GP, Sector – V, Salt Lake Electronic  
Complex, Kolkata – 700 091

**ABRIDGED NOTICE INVITING e-TENDER (2<sup>nd</sup> Call)**

**(Domestic Competitive Bidding)**

**NIT No: WBREDA /NIT-15 /22-23**

WBREDA invites e-tender for “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 50 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”. Detailed NIT may be seen & downloaded from WBREDA website ([www.wbreda.org](http://www.wbreda.org)).

Interested bidders may obtain the bidding documents by registering themselves to the e-tendering portal (<https://wbtenders.gov.in>) and thereby downloading the bidding documents from **3:00 PM** on **06-12-2022** **and** the offer shall be submitted online up to **17-01-2023 up to 4:00 PM**.

Sd/-

Superintending Engineer  
WBREDA

## BID DETAILS

Sl. No.	Aspect	Description of Aspect
1	NleT No.	<b>WBREDA /NleT-15/22-23</b>
2	Name of 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 50 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
3	Tender Fee (Non-refundable)	<b>Rs. 5000.00</b> (Rupees five Thousand only)
4	Estimated Cost of the total Project	<b>Rs 46,33,42,390.00</b> <b>(Rupees forty-six crore thirty-three lac forty - two thousand three hundred ninety only).</b> <b>Total Project capacity - 10 MW</b> <b>10 kWp system -900 Nos.</b> <b>20 kWp systems -50 Nos.</b>
5	Quantity to be quoted by each bidder	<b>Cumulative Capacity - 4.0 MW</b> <b>(10 kWp -360 Nos. and 20 kWp -20 Nos.)</b>
6	Estimated cost of the quantity to be Quoted by each bidder (reference to Sl: 5 of the table)	<b>Rs. 18,53,36,956.00</b>
7	Bid Security (Earnest Money Deposit-EMD)	<b>Rs. 37,06,739.00</b>
8	Validity of offer	<b>180</b> (One Hundred and Eighty) days from the date of opening of Technical Bid.
9	Date of Commencement	From the date of issuance of Letter of Award (LoA).
10	Time of completion of work	As per schedule mentioned in the Tender
11	Defects Liability Period	<b>60</b> calendar months from the date of commissioning of the power plant.
12	Tender Inviting Authority	<b>The Superintending Engineer,</b> West Bengal Renewable Energy Development Agency Bikalpa Shakti Bhavan, J1/10, EP&GP Block, Sector – V, Salt Lake Electronics Complex, Kolkata – 700 091 Website : <a href="http://www.wbreda.org">www.wbreda.org</a> Contact No. +913323575038/ +913323575348/ +913323575037 Email id : <a href="mailto:sewbreda2021@gmail.com">sewbreda2021@gmail.com</a>

## Definition of Terms

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

- i) **“Purchaser”** shall mean the “West Bengal Renewable Energy Development Agency (WBREDA)”, having its Office at Bikalpa Shakti Bhavan, J1/10, EP& GP Block, Sector V, Salt Lake, Kolkata-700091 and shall include its successors and assigns
- ii) **“WBREDA”** shall mean “West Bengal Renewable Energy Development Agency”
- iii) **“Beneficiary”** shall mean “the institutions where the GCRTSPV Systems shall be installed.
- iv)
- v) **“WBERC”** shall mean “West Bengal Electricity Regulatory Commission”
- vi) **“DISCOM”** shall mean Electricity Distribution Company
- vii) **“WBSEDCL”** shall mean “West Bengal State Electricity Distribution Company”
- viii) **“CESC Ltd”** shall mean “Calcutta Electric Supply Corporation Ltd”
- ix) **“MNRE”** shall mean “Ministry of New and Renewable Energy”, Government of India
- x) **“GCRTSPV”** shall mean “Grid Connected Roof Top Solar PV”
- xi) **“Bidder”** shall mean Bidding Individual or a Bidding Firm or a Bidding Company or Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require. Bidder shall have legal statute as per relevant applicable law of India
- xii) **“Bidding Company”** shall refer to such single Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership having legal entities that has submitted the Bid in accordance with the provisions of this Tender
- xiii) **“Bidding Consortium” or “Consortium”** shall refer to a group of legal entities that has collectively submitted the Bid in accordance with the provisions of this Tender (All of the member of Bidding Consortium must be registered in India)
- xiv) **“Member of a Bidding Consortium” or “Member” or “Consortium Member”** shall mean each legal entity in the Bidding Consortium, which has executed the Consortium Agreement as provided in **Form-4** of this tender

- xv) **“Lead Member of the Bidding Consortium” or “Lead Member”** shall mean the Member who submits the Bid and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement Specified in **Form** of this tender.
- xvi) **“Contract”** means all the Contract Agreement(s) entered into between the Purchaser and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.
- xvii) **Contract Document”** means the documents listed in of the Contract Agreement (including any amendments thereto)
- xviii) **“Contract Price”** means the sum total of contract price stated in all the Letter of Award(s) as payable to the Contractor for supply, execution and commissioning of the entire Works under the scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract(s). In cases where separate identifiable Works can be completed and takeover by the Purchaser and for which separate completion schedule is provided in the Contact, in relation to such Works, the Contract Price shall mean the price relatable to such Works completed and taken over by the Purchaser.
- xix) **“Contractor”** means the successful bidder and, in case of a Consortium bid, the designated leader, whose bid has been accepted by the Purchaser, named as such in the Contract Agreement and included its legal successors and permitted assigns.
- xx) **“Contractor's Equipment”** means all appliances or things of whatsoever nature required for the purposes of execution of work and which are to be provided by the Contractor but does not include any Equipment/ Materials intended to form part of Works
- xxi) **“Project Manager”** means the person appointed by the Purchaser in the manner provided in **Clauses of GCC** hereof and named as such in the SCC to perform the duties delegated by the Purchaser
- xxii) **“Letter of Award”** means notice of acceptance of the bid in writing to the successful bidder, indicating the sum WBREDA will pay for the Works as per ITB
- xxiii) **“Price Schedule”** means the schedules or any part or individual schedule thereof, submitted by the bidder with his bid and forming a part of the Contract Documents

- xxiv) The **‘Engineer-in-Charge’/ ‘Controlling Officer’/ Project manager of WBREDA** shall mean the Engineer designated by the WBREDA or for the purpose of carrying out this contract.
- xxv) **‘WBREDA’s representative’** shall mean any person or persons or consulting firm appointed/authorized by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.
- xxvi) The **‘Sub-Contractor’** shall mean any person/agency to whom any part of the contract has been sublet by the contractor with the consent in writing of the Company and will include the legal representatives, successors and permitted assigns of such persons/agency.
- xxvii) **‘Equipment/materials’** shall mean and include all type of construction equipment& materials etc. required for true and satisfactory completion of the work under this contract.
- xxviii) **‘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.
- xxix) **‘General conditions’** shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto
- xxx) The term **‘Services’** shall mean all works to be undertaken by the contractor as laid down under the head “scope of work” or elsewhere in the specification enclosed. When the words “approved”, “subject to Approval”. “As directed”, “Accepted”, “Permitted” etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- xxxi) **‘Day’** means a calendar day beginning and ending midnight.
- xxxii) **‘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.
- xxxiii) **‘Week’** means seven consecutive calendar days.

- xxxiv) **‘Writing’** shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- xxxv) **“Site”** means the place or places, where Works are to be executed by the Contractor or to which Equipment machinery are to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Purchaser, use in connection with the work other than merely for the purposes of access.
- xxxvi) **‘Date of Contract’/‘Commencement Date’** shall mean the as per Tender
- xxxvii) **‘Zero Date’** will be started as mentioned in the tender.
- xxxviii) **“Program”** means the Program to be submitted by the Contractor in accordance with GCC and any approved revisions thereto.
- xxxix) **“GCC”** means the General Conditions of Contract hereof.
- xl) **“SCC”** means the Special Conditions of Contract.
- xl) **“Specifications”** shall mean collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions and attachments thereto and list of corrections and amendments.
- xli) **“Drawings”** means collectively all the accompanying general drawings as well as all detailed drawings, which may be used from time to time or desired by WBREDA.
- xlii) **“Approval”** shall mean the written approval of WBREDA and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- xliii) **“Manufacturer”** shall refer to the party proposing to design/engineering and construct in complete or in part a particular job/work at their works/premises.
- xliv) **“Labours”** shall mean all categories of labour engaged by the Contractor, his sub- contractors and his piece workers for work in connection with the execution of the worked covered by the specifications. All these labours will be deemed to be employed primarily by the Contractor.
- xlv) **‘Plant’/‘Equipment’/‘Stores’** means and include plant and machineries to be provided under the contract.



- xlvi) **'Delivery of Plant'/'Delivery of Equipment'** shall be deemed to take place on delivery of the plant/equipment in accordance with the terms of the contract complete in all respect after approval by WBREDA.
- xlvii) **"Tests on Completion"** shall mean all such tests as are prescribed by the specification to be made by the Contractor to the satisfaction of WBREDA before the plant and equipment are taken over by WBREDA and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules.
- xlviii) **'Commissioning'** shall mean all equipment as per rated capacity has been installed to put the system in operation after all necessary initial tests, checks and adjustments and energy has flown into the grid as per terms of the order.
- xlix) **'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 WBREDA may deem expedient.

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## NOTICE INVITING TENDER

### Section –I

West Bengal Renewable Energy Development Agency  
(An organization of NRES Department 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 & 50 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-15 /22-23**

### 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 & 50 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 50 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) 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 Commissioning 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 - **10 MW**
- ii) 10 kWp system -**900 Nos.**
- iii) 20 kWp systems -**50 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 - **20 Nos.**

## 1.8 Estimated Cost

- a) Estimated total project cost for 900 nos 10 kWp and 50 nos. 20 kWp GCRTSPV system is **Rs 46,33,42,390.00 (Rupees forty-six crore thirty-three lac forty-two thousand three hundred ninety only).**
- b) Estimated cost for quantity i.e 360 nos 10 kWp and 20 nos. 20 kWp GCRTSPV system to be quoted by each bidder is **Rs. 18,53,36,956.00**

## 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 online <https://wbtenders.gov.in>.

## 1.10 Bid Security (Earnest Money Deposit (EMD) )

**The Bid Security / EMD is Rs. 37,06,739.00.** Necessary Earnest Money (EMD) may be remitted through online <https://wbtenders.gov.in>.

## 1.11 Other Details of Tender fees and Bid Security

## 1.12 Additional Performance Security (APS)

- (p) 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.

- (q) 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”.
- (r) The format of Additional Performance Security is as per **Annexure 3** under **Section VII**

### 1.13 Schedule of Dates for e-Tendering

SL. NO.	PARTICULARS	DATE & TIME
1.	Documents download start date (Online)	<b>06-12-2022 From 3:00 PM</b>
2.	Last date of uploading Pre-bid Query	<b>12-12-2022 upto 4:00 PM</b>
3.	Pre- bid Meeting	<b>14-12-2022 at 3:00 PM</b>
4.	Bid proposal submission start date (Online)	<b>17-12-2022 From 03:00 PM</b>
5.	Bid proposal Submission end date (Online)	<b>17-01-2023 up to 4.00 PM.</b>
6.	Bid opening date for Techno - Commercial proposal (Online)	<b>20 -01-2023 at 1:00 PM</b>
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

Irrespective of quantity completion time shall be 340 days only from the date availability of site name from WBREDA. The completion time includes the time for survey.

In case of providing new list of sites after LoA (with first list of sites), Zero Date for new set of sites will be calculated from that date of providing new set of sites.

### 1.16 Distribution of Work

**WBREDA will preliminary distribute the total work (900 nos 10 kWp and 50 nos. 20 kWp GCRTSPV system) during placement of LOA in the following manner**

- i) **360 nos 10 kWp and 20 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 30 Nos 20 kWp GCRTSPV systems** will be awarded to L2, L3 and L4 Bidders equally (**180 nos 10 kWp and 10 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 10 Nos 20 kWp GCRTSPV** shall be awarded to each bidder for distribution of balance **540 nos 10 kWp and 30 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 10 Nos 20 kWp GCRTSPV systems will be distributed as follows:**
  - a) **L1: additional 90 nos 10 kWp and 6 Nos 20 kWp GCRTSPV systems**
  - b) For Balance **90 nos 10 kWp and 4 Nos 20 kWp GCRTSPV systems, 45 nos 10kWp and 2 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 acceptableprice schedule additionally
  - c) Therefore, in such case the distributed quantity of the work will be as follows:

**L1 : 450 nos 10 kWp and 26 Nos 20 kWp GCRTSPV systems**

**Each of two (02) L1 Price matching technically qualified bidder: 225 nos. 10kWp and 12 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 360 nos. Power plant will be distributed as follows:**
  - a) **L1: Additional 180 nos 10 kWp and 10 Nos 20 kWp GCRTSPV**
  - b) Balance **Additional 180 nos 10 kWp and 10 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 30 Nos 20 kWp GCRTSPV**

**Only L1 Price matching technically qualified bidder: 360 nos 10 kWp and 20 Nos 20 kWp GCRTSPV.**
- vi) WBREDA, however, reserves the right of Distribution of Works if the situation so demand
- vii) If such situation is so aroused to distribute additional quantity of work over and above the quoted quantity, the respective bidder may opt to submit their consent to receive additional quantity of work by satisfying their credential with respect to the Financial eligibility and submission of equivalent amount of additional EMD.
- 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”** shall mean Bidding Individual or a Bidding Firm or a Bidding Company or Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require. Bidder shall have legal statute as per relevant applicable law of India
- b) **“Bidding Company”** shall refer to such single Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership having legal entities that has submitted the Bid in accordance with the provisions of this Tender
- c) **“Bidding Consortium” or “Consortium”** shall refer to a group of legal entities that has collectively submitted the Bid in accordance with the provisions of this Tender (All of the member of Bidding Consortium must be registered in India)
- d) **“Member of a Bidding Consortium” or “Member” or “Consortium Member”** shall mean each legal entity in the Bidding Consortium, which has executed the Consortium Agreement as provided in Form section of the tender of this tender
- e) **“Lead Member of the Bidding Consortium” or “Lead Member”** shall mean the Member who submits the Bid and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement Specified in **Form** of this tender.
- f) Bidder must meet the eligibility criteria independently as Bidding Company or as a Bidding Consortium.
- g) 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.
- h) If the Bidder is a **Bidding Consortium** then-
- i. Maximum four (04) members' consortium will be allowed.
  - ii. All 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 All 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. All 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 NIE T

- i) Bidders and all the “**Members of Bidding Consortiums**” must have valid GST Registration, PF Registration and other statutory registration for execution of this project as per laws of the land.

### **1.17.2 Minimum Financial Capability**

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 (MAAT) is **Rs.5,56,01,087.00** during any 03 (three) financial year out of last seven (07) consecutive year ending on 31<sup>st</sup> March 2021
- 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. **1.0 Crore**.
- c) Net Worth during any 03 (three) financial year out of last seven (07) consecutive year ending on 31<sup>st</sup> March 2021 should be positive
- d) In case a bid is submitted by a Consortium, “Lead Member of the Bidding Consortium” will fulfil the requirement of Para 1.17.2 (a) ,1.17.2(b) and 1.17.2(c) above.

### **1.17.3 Minimum Technical Capability**

- a) The Bidder shall have experience in Supply, Installation & Commissioning Solar PV Power plants having / Solar Pump of cumulative capacity of not less than 1.2 MW of the quoted capacity anywhere in India under order of any Government Department / Government Own Company/ Government organization/ Government Institution/ Parastatal during preceding 07 (Seven) years ending last day of month previous to the one in which NIE T are invited. The minimum capacity of each PV power plant shall be of 5 kW /and for Solar Pump minimum array capacity shall be of 5 kWp
- b) Bids may also be submitted by consortium 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.

Or

All the partners of the bidding consortium should collectively meet qualification requirements set forth in **Para 1.17.3 (a)** 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 bidders shall have any claim arising out of such action. 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.

**1.18.2** 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 NlET. The soft copy of the same must be sent in spread sheet at the mail address: **sewbreda2021@gmail.com** 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 NlET or any extended date, if any, shall not be entertained.

**1.18.3** Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.

**1.18.4** 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.

**1.18.5** 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.

**1.18.6** Joint Venture for this work will not be considered as a bidder.

**1.18.7** Other information as well as terms and conditions, which are not covered in the NlET, 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.

#### **1.18.8 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:

- |                           |              |
|---------------------------|--------------|
| 1. Sri. Bhaskar Rao       | : 9051172998 |
| 2. Md. Habbibulla Rahaman | : 9874961136 |

### **1.18.9 Address for communication**

The Superintending 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](http://www.wbreda.org)  
Contact No. +913323575038 /+913323576569 /+913323575037  
Email id : [sewbreda2021@gmail.com](mailto:sewbreda2021@gmail.com)

Sd/-

Superintending Engineer  
WBREDA