

Reply of Pre-bid Queries and Amendments

WEST BENGAL RENEWABLE ENERGY DEVELOPMENT AGENCY

(An Organisation of Deptt. of NRES, Govt. of West Bengal)
Bikalpa Shakti Bhawan, Plot no.: J1/10, EP & GP Block, Sector-V,
Electronics Complex Salt Lake, Kolkata – 700091

Memo No: WBREDA /NIeT-18/23-24/587

Date: 09-11-2023

Name 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 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal

NIeT No: WBREDA /NIeT-18/23-24 date 09-10-2023

Tender ID : 2023_WBRED_591823_1

The Pre-Bid Meeting held on 02-11-2023. The meeting was attended by the representatives of following prospective bidders:

SI No	Name of the Company
1	Agni Green Power Ltd.
2	Subhasree Projects Pvt. Ltd
3	Sunshine Power Product Pvt. Ltd.
4	Jupiter International Limited
5	Emdee Digitronics Pvt. Ltd.
6	Power One Micro Systems Pvt Ltd
7.	Global Solutions
8.	GBS Energy Pvt. Ltd.
9.	M.M. Enterprise
10.	Unique Electricals
11.	Iluminative Global Solutions LLP
12.	Denco Solar

In the meeting, most of the points raised by the bidders have been clarified. However, a number of points could not be resolved in the meeting. The issues have been carefully considered and necessary amendments have been made.

Interested bidder may now go through the replies of the queries and also note the amendments as attached herewith. The replies of the queries and also the amendments of few clauses of the tender shall now be a part of the tender. Nevertheless, all other terms and conditions as stated in the NIeT will remain unchanged.

This document is being hosted at the e-tender portal (<https://wbtenders.gov.in>)

Enclo: i) Amendments

ii) Reply of Pre-bid queries of individual organizations.

Sd/-

Superintending Engineer

Amendment Modification /Addendum/Deletion

Name 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 2X10 kWp including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal

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Sl No	Section	Section No	Clause No	Existing Terms	Modification /Addendum/Deletion	Type of Amendment
1	GCC	III	3.12.2	Contract Performance Guarantee:	Amendment: a) The validity of Contract Performance Bank Guarantee (PBG) shall be initially for 18 months. b) Before expiry of Performance Bank Guarantee the Contractor have to extend the Performance Bank Guarantee or submit the fresh Performance Bank Guarantee upto the period of completion of commissioning. c) The value of the contract performance Guarantee shall be 10% of the Ordered value excluding composite GST 13.8%	Partial Modification
2	GCC	III	3.20.7	If any dispute or difference occurs between the Purchaser and the Contractor in connection with or arising out of the disapproval by the Project Manage /Controlling officer / Engineer- in-Charge of any document and/or any modification(s) thereto that cannot be settled between the - - - - the dispute and the execution of the instructions as the Adjudicator shall decide, and the Time for Completion shall be extended accordingly.	Deleted	Deletion
3	SCC	IV	4.7.5	Payment Schedule:	Amended Payment Schedule as per Annexure I :	Modification
4	SCC	IV	4.11.1(i)	d) If the proposed inverter(s) and web-based monitoring system used in the project of WBREDA, in such case the performance of the same shall be considered for approval.	Deleted	Deletion
5	SCC	IV	4.11.1(ii)	Approval of PV Module: (a) The contractor has to offer PV Module. Out of offered PV Modules; approval shall be provided for the PV Module(s) of maximum Two (02) manufacturers, subject to compliance of the document submitted by the Contractor as per tender.	Read as: (a) The contractor has to offer PV Module. Out of offered PV Modules; approval shall be provided for the PV Module(s) of maximum Three (03) different manufacturers, subject to compliance of the technical specification.	Modification

Annexure-I Amended Payment Schedule

4.7.5 Payment Schedule

The payment shall be release as per following Schedule :

Sl. No.	Work Head	Pattern of release of payment	Remark
(i)	After delivery of materials at site	Upto 70% payment on the following item shall be released against submission of (a) signed delivery proof along with (b) copy of the execution Insurance policy, (c) site photographs of materials as the proof of supply and (d) latitude-longitude of the school / institution where the power plant will be installed, (e) Make and SI numbers of the PV Modules & Inverter and (f) Warrantee Certificate of delivered PV module and Inverter of the lot under the claim: i) PV Modules of required capacity, and/or ii) PV Module Mounting Structure, and/or iii) Grid Connected Inverter	Payment shall be released against submission of required document. No Joint measurement at site shall be carried out.
(ii)	After installation and handing over of power plant.	Upto 85% payment of the executed work value shall be released on submission of (a) copy of the execution insurance policy.	Payment shall be released after Joint measurement at site.
(iii)	After Performance testing, users' training, documentation, submission of site survey report, submission of O&M insurance Document and observing the performance of the system for 30 days from the date of commissioning Power Plant with installation meter from DIScom	a) Upto 90% Payment on of executed work value shall be released, b) Upto 90 % payment for the item of site survey. c) Performance Bank Guarantee shall be released at this stage.	Payment shall be released against submission of required document and Documentation shall be released on copy of the insurance. No Joint measurement at site shall be carried out by WBREDA.
(iv)	Performance of providing of Comprehensive Maintenance support for five years (i.e. during defect liability Period) for each site separately.	Balance 10% of the executed work will be released on yearly basis in five installment as per the pattern mentioned herein under subject to satisfactory performance as per Clause no: 4.14 and its sub clause of SCC on submission of maintenance report on regular basis and copy of the Insurance Policy Document. Percentage of retention amount on Yearly Basis. a) Ending of 1st Year 10% b) Ending of 2nd Year 10% c) Ending of 3rd Year 10% d) Ending of 4th Year 10% e) Ending of 5th Year 60%	Payment shall be release against submission of Required Document. No Joint measurement/ Inspection at site shall be carried out by WBREDA.

Reply of Pre-bid queries of individual organizations

Reference : NIT No: WBREDA /NIT-18/23-24 date 09-10-2023

Tender ID : 2023_WBRED_591823_1

Sl No	Clause reference (if any)	BIDDER'S QUERY	WBREDA's REPLY
Name of the organization: Sunshine Power Products Pvt.			
1	Section –V Technical Specification 5.3 Solar PV Modules NIT Page No.: 91 of 135	PV Cell Type: MONO PERC half-cut Crystalline Silicon 72x2 Half Cut Cell & Minimum capacity of PV Module: 500 Wp (without any negative tolerance) at STC : Please consider the PV Cell type: Crystalline Silicon & capacity of SPV Module minimum 335Wp because the dimension of the MONO PERC half-cut Crystalline Silicon (72x2) SPV Module is very big & may arise problem to placement of bigger size SPV Module at Various locations. For Transportation & Delivery , lifting of module on roof of such type of bigger size SPV Module for 10kWp / 20kWp site at various locations is very risky. Kindly amend the same accordingly.	Tender terms will remain unchanged..
2	Section –V Technical Specification Clause No.: 5.9 Inverter Interfacing LT Panel & 5.10 Grid interfacing LT Panel	Rating of MCB : a) 32 A , 10kA C-characteristic for 10 kWp system ----Request you to kindly remove the rating of the MCB. Specify the rating of MCB as per the particular inverter output current rating & the same may be finalized at that time of design & drawing approval. Kindly amend the same accordingly.	WBREDA Engineers explained the design and therefore the Tender terms will remain unchanged.
3	Section - I Clause No.: 1.10 Bid Security (Earnest Money Deposit (EMD))	The Bid Security / EMD is Rs. 27,31,200.00. Necessary Earnest Money (EMD) may be remitted through online https://wbttenders.gov.in . ----Request for allow the bid security deposit with Bank Guarantee also. Kindly amend the clause.	The proposal for accepting Bank Guarantee as Bid Security can not be accepted at this stage of Tender.
4	Section – III General Condition of Contract (GCC), Clause No.: 3.12.2 Contract Performance Guarantee	Bank Guarantee shall be furnished for an amount equal to ten percent (10%) of the Contract Price of all the Contracts, from a Scheduled Bank in India: Request to consider the Contract Performance Guarantee as follows: Option - 1: Initially Security Deposit 2.5% of the Contract Price in the form of BG to be submitted by Successful bidders & balance 7.5% of the Contract Price to be deducted from the running bills till such time entire security deposit of 10% is recovered. Option - 2: Deduct the full 10% of the Contract price from the running account bill as a performance guarantee. Kindly amend the clause accordingly.	Sl. No. 2 and 3 of the Amendment may be seen.
5	Section–IV Special Conditions of Contract (SCC), Clause No.: 4.7.5 Payment Schedule Page no.: 79 of 135	Payment schedule Sl. No. (i) Up to 70% payment on following items a) PV Modules of required capacity. b) PV Module Mounting Structure c) Grid Connected Inverter Our request to kindly consider 70% of payment of delivered items as per BOQ .	Sl. No. 3 of the Amendment may be seen.

SI No	Clause reference (if any)	BIDDER'S QUERY	WBREDA's REPLY
		<p>Payment schedule Sl. No. (iii) After Performance testing, users' training, documentation, submission of site survey report, submission of the copy of insurance Document and observing the performance of the system for 30 days from the date of commissioning Power Plant with installation meter from DIScom ---- Our request to kindly consider for release of 90% of payment within 90 days from the date of installation of SPV System instead of installation meter from DIScom. Since Net meter installation having uncertainty without any control of supplier , please fix up the time period of payment from installation and</p> <p>Payment schedule Sl. No. (iv)Performance of providing of Comprehensive Maintenance support for five years (i.e. during defect liability Period) for each site separately. Balance 10% of the executed work will be released on yearly basis in five equal installment (2% per year) subject to satisfactory performance as per Clause no: 4.14 and its sub clause on submission of maintenance report on regular basis submission of copy of the Additional Performance BG (if applicable) and valid Insurance Document. -----Our request to not withhold the both 10% of the contract amount and 10% performance BG upto defect Liability period .</p> <p>Request to kindly release the 100% of payment and withhold of 10% Performance Guarantee up to the warranty period or release of 100% PBG against installation and commissioning of the plant and 2% yearly payment</p>	
6	<p>Section-IV Special Conditions of Contract (SCC), Clause No.: 4.11.1 Approval of Inverter and Web Based monitoring systems & PV Module Page no.: 81 of 135</p>	<p>a) The proposed inverter shall (approval for maximum two makes) have the features and also comply the criteria as laid down in the tender. b) The contractor has to offer PV Module. Out of offered PV Modules; approval shall be provided for the PV Module(s) of maximum Two (02) manufacturers, subject to compliance of the document submitted by the Contractor as per tender. Kindly consider the maximum three makes for SPV Module & Inverter, Data logger because easy availability of the equipments & timely completion of the project.</p>	<p>a) Tender terms will remain unchanged. b) SL No. 7, 8 and 9 of the Amendment may be seen.</p>
7	<p>Section-IV Special Conditions of Contract (SCC), Clause No.: 4.15 Insurance PV Power Plants during Comprehensive maintenance period: Page no.: 87 of 135</p>	<p>Apart from Storage cum Erecting Policy as per Clause no 3.36 of GCC, Operational Policy in the name of the "Principal of the Project" i.e. WBREDA (Purchaser) within the contract price: Kindly incorporate the re-imbrues of the actual Post I & C insurance payment in yearly basis on production of insurance company receipt as insurance premium is variable and insurance provider offer yearly basis service . Kindly amend this clause accordingly</p>	<p>Tender terms will remain unchanged.</p>
<p>Name of the organization: Agni Green Power Limited</p>			

SI No	Clause reference (if any)	BIDDER'S QUERY	WBREDA's REPLY
1	Clause No.1.10:	The Bid Security / EMD is Rs. 27,31,200.00. Necessary Earnest Money (EMD) may be remitted through online https://wbttenders.gov.in .	The proposal for accepting Bank Guarantee as Bid Security can not be accepted at this stage of Tender.
Name of the bidder: Jupiter International Limited			
1	5.10 Grid Interfacing Panel (page 99 of 135)	In Sl. No. 2.7, Number of Entry and Exit is mentioned to be 2 in 1 out. Please clarify.	WBREDA Engineers explained the design and therefore the Tender terms will remain unchanged.
2	5.12 Equipment, Array Structure Earthing (103 of 135)	Point No. 3 (Earth Cable and Earth Wire), please clarify the specification or material details of earth wire.	WBREDA Engineers explained the design and therefore the Tender terms will remain unchanged.
3	1.15 Completion time (page 13 of 135)	Please clarify completion time. The net meter installation at site is included or not. Because Net meter will be provided by the respective DISCOM. Handover before net meter is possible or not.	As per the arrangement, metering on the part of DISCOM shall be provided within the stipulated time period for completion of work.
4	3.12.2 Contract Performance Guarantee (page: 41 of 135)	the contract performance guarantee 10% of the total contract value. Please amend this clause and impose 3% security deposit clause and deduct from each RA bill. We can not provide nay BG.	Sl. No. 2 and 3 of the Amendment may be seen.
5	4.7.5 Payment Schedule (GCC page no79 of 135)	Please clarify only Solar PV module and inverter is required for this70% payment against supply or PV module mounting structure is also needed. The said point is contradictory.	Sl. No. 3 of the Amendment may be seen.
6	4.7.5 (ii) Payment Schedule (GCC page no79 of 135)	Joint inspection is happen without installation of net metering as well	Joint Inspection is not related with installation of meter.
7	4.7.5 (iii) Payment Schedule (GCC page no79 of 135)	Please clarify the required document . Share the desired format for the same	Amended Payment Terms may be followed.
8	4.7.5 (iv) Payment Schedule (GCC page no79 of 135)	Payment of CMC should be released on quarterly basis on submission of desired documents . Please share the list of required document	Not accepted. Amended Payment Terms may be followed.
9	4.11. Factory inspection after mass production(Page 82 of 135)	please clarify factory inspection of PV module , Grid connected string inverter and PV array structure will be carried out only once or every lot of dispatch	Pre dispatch Inspection shall be done against inspection call for each Lot of delivery as per terms of tender. The Lot will be decided by the vendor complying conditions of the Tender.
10	4.11.4.2 Inspection Schedule : PV module Mounting structure (83 of 135)	Sample size to be defined for checking of structure.	To be decided by WBREDA at the time of inspection.
11	3.12.2 Contract Performance Guarantee (Page 41 of 135)	Security Deposit: While making any payment to the contractor for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 3% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 3% of the tendered value of work actually done.	SL No. 2 and 3 of the Amendment may be seen.
Name of the organization: ILUMINATIVE GLOBAL SOLUTIONS LLP			

SI No	Clause reference (if any)	BIDDER'S QUERY	WBREDA's REPLY
1	Defects Liability Period - 60 calendar months from the date of commissioning of the power plant. (Page 4 of 135)	Since, the whole project will take about one year to complete and there will be couple of stages of handing over, now our question is how the warranty will count? Will it be counted from the handing over of respective site or be considered from the last one?	Clarified in prebid meeting. However please follow the Cause no. 4.15 of the Tender document.
2	Performance of providing of Comprehensive Maintenance support for five years (i.e. during defect liability Period) for each site separately - Balance 10% of the executed work will be released on yearly basis in five equal installment (2% per year) subject to satisfactory performance. (Page 80 of 135)	In this case, only the value excluding the GST part, can't be recognized?	Sl. No. 2 of the Amendment may be seen.
3	Bid Security (Earnest Money Deposit (EMD)) (Clause 1.10 Page No. 12)	Exemption of EMD shall be provided for Startups registered under Department for Promotion of Industry and Internal Trade, Govt. of India. as per standard procurement policy.	Tender terms will remain unchanged.
Name of the organization: Emdee Digitronics Pvt. Ltd.			
1	1.10(Page no.12) - EMD	EMD amount may be submitted through Bank Guarantee	The proposal for accepting Bank Guarantee as Bid Security can not be accepted at this stage of Tender.
2	3.12.2 (Page No 41)- Contract performance Guarantee	3% of contract price may be accepted instead of 10% as last stage payment of 10% is held back which will be released @2% yearly over 5 years during CMC period.	Sl No. 2 and 3 of the Amendment may be seen.
3	4.7.5 (i) (Page No 79)- Payment Schedule	70% of BOS and Cables in addition to three items as mentioned in NIT.	Not accepted.
4	4.7.5(III) (page No 80)- payment schedule	Upto90% payment may be released within 30 days from the date of commissioning of power plant with installation of meter from Discom but Not later than 3 months from the date of commissioning of Power Plant (As installation of Discom meter is not in the control of vendor)	As per the arrangement, metering on the part of DISCOM shall be provided within the stipulated time period for completion of work.
5	1.15(page no.13) – completion time	365 days from the date of handing of site by WBREDA to vendor.	Tender terms will remain unchanged.