



## **THE DURGAPUR PROJECTS LIMITED**

### **NOTICE INVITING TENDER (NIT)**

#### **e-Procurement**

**NIT No: WBDPL/PP/T/PP-435/2021/21-22/E-160 , Dated:-14/12/2021**

#### **National Competitive Bidding**

For

E-tender cum Reverse Auction for “Design & Engineering, Manufacture/ Procurement, Supply, Erection, Testing and Commissioning of 7 MW Phase-II Grid Connected Ground Mounted Solar Photovoltaic Power Plants at Durgapur Projects Limited(DPL), Durgapur, West Bengal on Turnkey basis with 05 (Five) years comprehensive Operation and Maintenance”.

**THE DURGAPUR PROJECTS LIMITED**

*(A Govt. of West Bengal Enterprise)*

**CIN: “U40102WB1961SGC025250”**

**Dr Bidhan Chandra Roy Avenue, Industrial Area, Durgapur, West  
Bengal-713201**

**BID INFORMATION SHEET**

<b>S. No</b>	<b>Aspect</b>	<b>:</b>	<b>Description of Aspect</b>
<b>1.</b>	<b>Title of the NIT</b>	<b>:</b>	<b>E-tender cum Reverse Auction</b> for “Design & Engineering, Manufacture/Procurement, Supply, Erection, Testing and Commissioning of 7 MW Phase-II Grid Connected Ground Mounted Solar Photovoltaic Power Plants at Durgapur Projects Limited(DPL), Durgapur, West Bengal on Turnkey basis with 05 (Five) years comprehensive Operation and Maintenance”.
<b>2.</b>	<b>NIT NO. &amp; Date</b>	<b>:</b>	<b>WBDPL/PP/T/PP-435/2021/21-22/E-160</b>
<b>3.</b>	Publishing Date		14-12-2021
<b>4.</b>	Document Download start date		14-12-2021
<b>5.</b>	Pre-bid queries submission end date		03-01-2022
<b>6.</b>	Pre-Bid Meeting		04-01-2022; 11:30  The parties who want to attend the meeting via online, please connect through “google meet” by following link:-  <a href="https://meet.google.com/gzw-xowa-res">https://meet.google.com/gzw-xowa-res</a>
<b>7.</b>	Bid submission start date		10-01-2022 ; 10:00 hrs.

**7 MWACP-II Ground mounted Solar PV System Installation at DPL  
WBDPL/PP/T/PP-435/2021/21-22/E-160**

<b>S. No</b>	<b>Aspect</b>	<b>:</b>	<b>Description of Aspect</b>
8.	Bid submission end date		24-01-2022 ; 12:00 Hrs.
9.	Earnest Money Submission		By online
10.	<b>Technical Bid opening date</b>		<b>28-01-2022; 13:00 Hrs.</b>
11.	Uploading of Technical Bid Evaluation sheet		To be notified through system generated message
12.	Financial Bid opening date		To be notified through system generated message
13.	Uploading of Financial Bid evaluation sheet		To be notified through system generated message
14.	<b>Scope of Work</b>	<b>:</b>	Clause No.ITB1.3
15.	<b>Qualifying Requirement</b>		<p><b>Technical:</b>  <b>Job Experience :</b>            a) At least <b>one (01) number 7(Seven ) MW</b> capacity or <b>two(2) number Four(4) MW</b> Capacity or higher capacity Solar PV project installation at a single location during preceding 07 (Seven) years.</p> <p>b) Minimum <b>01 (one) number 7 (Seven) MW</b> or or <b>two(2) number Four(4) MW</b> or <b>higher</b> capacity Solar PV Power Plant Operation and Maintenance (O&amp;M)</p>
			<p><b>Financial :</b>  <b>MAAT : Last 3 FY shall be Rs. 10.16 Cr</b></p>

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<b>S. No</b>	<b>Aspect</b>	<b>:</b>	<b>Description of Aspect</b>
			<b>1 Order : INR 27.10 Crores</b> <b>2 Order: INR 16.94 Crores</b> <b>3 Order : INR 13.55 Crores</b>
<b>16.</b>	<b>Cost of the Tender</b>	<b>:</b>	<b>Not applicable</b>
<b>17.</b>	<b>Bid Security/ EMD</b>	<b>:</b>	<b>Rs. 67,76,000/- (Rupees Sixty seven Lakhs Seventy six thousand only)</b>
<b>18.</b>	<b>Name, Designation, Address and other details</b>	<b>:</b>	Sri Partha De Sr. Manager(Contract Cell) Email adress:- <a href="mailto:contractcelldpl@gmail.com">contractcelldpl@gmail.com</a> Phn no.:-94347 13057
<b>19.</b>	<b>For any Bid quarry contact Person</b>	<b>:</b>	Sri Sudipto Pal DGM(PP & C) Email address:- <a href="mailto:project.dpl78@gmail.com">project.dpl78@gmail.com</a> ; <a href="mailto:sudiptopal1971@gmail.com">sudiptopal1971@gmail.com</a> Phn no.:- 94347 35849
<b>20.</b>	<b>Date of Commencement</b>	<b>:</b>	From the date of issuance of Letter Of Award (LOA).
<b>21.</b>	<b>Time for Completion</b>	<b>:</b>	<b>12 (Twelve) Months from date of LOA</b>
<b>22.</b>	<b>Possession of Site</b>	<b>:</b>	Immediately on receipt of LOA from Purchaser (DPL).
<b>23.</b>	<b>Performance guarantee</b>	<b>:</b>	i. 10% of the Project Cost <b>plus GST</b> in the form of bank guarantee valid for a period of Seventy Two (72) months with further claim period for ninety (90) days thereafter and as per clause from 3.14.2 & 4.2 of general instructions from Scheduled bank

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			<p>as per DPL approved format.</p> <p>ii. Should be submitted within 21 days from the date of LOA.(BG Format <b>Annexure-2</b>)</p>
<b>24.</b>	<b>Defects Liability Period each contract (</b>	<b>:</b>	<p>Sixty (60) calendar months up to successful completion of Comprehensive O&amp;M job from the date of issue of final completion certificate of first contract of each project (<b>Annexure-6</b>).</p>
<b>25.</b>	<b>Minimum value of work for each RA Bill of each contract</b>	<b>:</b>	<p>Rs.20.00 Lakhs. (Rupees Twenty lakhs only)</p>
<b>26.</b>	<b>Performance Warranty</b>	<b>:</b>	<p>5% of the <b>Project Cost plus GST</b> will be retained by the Purchaser for the performance warranty and the same will be paid in 1% yearly after successful completion of the work i.e. up to defect liability period.</p>
<b>27.</b>	<b>Integrated project performance of Net Minimum Guaranteed Generation (NMGG)</b>	<b>:</b>	<p>Integrated project performance of minimum solar energy generation at the rate of 1.6 MU annually per MW AC with degradation of 0.7% for any reason, from second year onwards.</p>
<b>28.</b>	<b>Liquidated damages for Delay (LD Clause)</b>	<b>:</b>	<p>a. <b>Time Delay:</b> 0.5 % of Project Cost plus GST for per week delay or part there of subject to a maximum of 10% of the Project Cost <b>plus GST</b>.</p> <p>b. <b>Milestone Delay:</b> Delay in attaining the milestones by the contractor shall lead to imposition of intermediary Liquidated damages</p>

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			<p>@0.25% per week of delay upto the maximum extent of 5(Five) Percent of the Project Cost <b>plus GST.</b></p> <p>c. <b>Total LD value (LD for Time Delay + LD for Milestone Delay) shall not exceed 10% of total Project Cost plus GST.</b></p>
<b>29.</b>	<b>Performance Penalty</b>	<b>:</b>	<p>Penalty shall be levied for performance shortfall on PG test. Maximum penalty for failure of PG test shall be 5% of Project cost plus GST.</p>
<b>30.</b>	<b>Statutory Taxes</b>	<b>:</b>	<p><b>Bidder shall submit the base price excluding GST:</b></p> <p>i) GST will be reimbursed at actual by the DPL to the bidder on submission of appropriate supporting documents.</p> <p>ii) In case of any change in custom duty, entry tax. etc. during the currency of the contract, the same shall be borne by the bidder. No reimbursement shall be allowed.</p>
<b>31.</b>	<b>Operation and Maintenance Cost (Including all Consumables)</b>	<b>:</b>	<p><b>Operation and Maintenance Cost (Including all Consumables and spares for Routine and preventive maintenance, Break down maintenance, capital maintenance):</b></p> <p><b>7.5 %</b> of the Project cost (excluding Taxes and Duties) for 5(five) years. Clause No. GCC 3.8.4</p>
<b>32.</b>	<b>Insurance</b>	<b>:</b>	<p>Insurance of supply, erection work and workmen including third party insurance of each equipment are applicable and to be borne by the Contractor until final handover of the project upto defect liability</p>

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		<p>period including successful completion of O&amp;M period.</p> <p>Contractor will be responsible for maintaining the Insurance Policy for the complete Plant and Facilities during the O&amp;M period also.</p>
33.	<b>Mode of Tendering</b>	<b>E-tendering cum Reverse Auction</b>
34.	<b>Payment Terms</b>	<p><b>Supply:</b>            70% after delivery (Prorata basis, Mobilization Advance paid as per Clause 4.04.02 will be recovered proportionately from bills under this phase of payment )            15% after Erection (Prorata basis)            5% after commissioning (Prorata basis)            5% after PG Test            5% will be retained for performance securities</p> <p><b>Service:</b>            65% of the contract value will be given pro rata basis after erection of the material (Mobilization Advance paid as per Clause 4.04.02 will be recovered proportionately from bills under this phase of payment).            20% after Testing &amp; Commissioning            5% after PG Test            5% after successful completion            5% will be retained for performance securities</p> <p><b>Mandatory Spares:</b>            70% of the Supply price production of MDCC            30% of the Supply price production of MRC</p>

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**Note : GST rate shall be considered at actual according to directive during actual execution time**



# **SECTION – I**

## **Instruction to Bidder (ITB)**

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**INSTRUCTION TO THE BIDDER (ITB)**

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# A. Scope of Work & Qualifying Requirements

**7 MWACP-II Ground mounted Solar PV System Installation at DPL  
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**1.1. Project particulars**

<b>Particulars</b>	<b>Description</b>
<b>Design &amp; Engineering</b>	
AC capacity of the solar power plant	7 MW AC
Technology	(Si Mono crystalline)
O&M Period	05 Years
Estimated life of PV Power plant	25 years
Area available for Plant	23.5 Acres (Opposite Administrative Building of DPL)
<b>Location/Site Details</b>	
Location	The Durgapur Projects Limited premises
Type of Land	Government Land
Ownership	The Durgapur Projects Limited
District	Paschim Bardhaman
State	West Bengal
<b>Electrical Interconnection details</b>	
Power Evacuation & Nearest Substation details	The inverter outputs are transformed at 6.6kV. 6.6 kV indoor type switchgear to be installed in the Power plant control room. It will have two number of outgoing feeder; 6.6kV 400Ams, 3C Al Armoured cable will be used for these feeders and it will be connected with the existing 6.6kV Unit 7 Reserve bus approx 2 Km away from site
<b>Performance Parameters</b>	
<b>Minimum</b> values of Performance Ratio(PR ) and CUF of the plant after netting off the auxiliary consumption.	PR : 80% CUF : 18.2%

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Other Details	
Water and Power for Construction	To be arranged by the Contractor, however tapping will be provided within 100 metres from site boundary by the Owner.

**1.1.2. Name of Work : E-tender cum Reverse Auction** for “Design & Engineering, Manufacture/Procurement, Supply, Erection, Testing and Commissioning of 7 MW Phase-II Grid Connected Ground Mounted Solar Photovoltaic Power Plants at Durgapur Projects Limited(DPL), Durgapur, West Bengal on Turnkey basis with 05 (Five)years comprehensive Operation and Maintenance”.

**1.1.3 . Nature of Job :** Design & Engineering, Manufacture , Supply, Erection, Testing and Commissioning of 7 MW AC Grid Connected Ground Mounted Solar Photovoltaic Power Plant at Durgapur Projects Limited , Durgapur, West Bengal including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.

**1.2. SOURCE OF FUND**

The Durgapur projects Ltd (hereinafter referred to as **DPL** or “Purchaser”) intends to finance the Work covered under these Bidding Documents from the Source as mentioned in the Bid Data Sheet (BDS).

**1.3. SCOPE OF WORK:**

The brief scope of work covered under this Tender shall be included but not limited to the following:-

**1.3.1.**The scope of work for each project shall be on the basis of single source responsibility, completely covering all the Equipment/Material specified under the **Technical Specifications**. The work is to be executed on turnkey basis. The Purchaser will not supply any material departmentally. It shall include the following:

- a. Detailed Site Survey of the proposed solar plant area of DPL for Designing and Engineering.

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- b. Submission of Detailed Design Report indicating technical suitability of site for installation of the Power Plant with layout plan.
- c. Detail calculation of Solar Energy generation (MWp and MW ac) and selection of Module considering Net Minimum Guaranteed Generation (NMGG) stipulation for the first five year as well as 25 years of life.
- d. Detailed Design of the Equipment/ Materials and Submission of Billing Breakup (BBU) with matching the project cost.
- e. Obtaining approval of engineering drawing, technical data, operational manual etc. and necessary inspection from the Purchaser.
- f. Complete manufacturing including shop testing.
- g. Procurement, Packing, forwarding, transportation and insurance of Equipment/ Material from the manufacturer's works to the Site.
- h. Material Supply, Receipt, storage, preservation, insurance and conservation of Equipment/ Material at the Site.
- i. Grading of site to even out the surface and provide a solid foundation , clearing of vegetation of the Site .
- j. Design and assemble of Module mounting structure (MMS). Detail GA and data sheet of each type of MMS with its fixing arrangement to be provided by the vendor before job execution.
- k. Design calculation of total generation including NMGG requirement for next five years shall be substantiated with latest version of PV system for approval with maximum accurate weather data **like latest version of Solargis**.
- l. Providing power supply for construction purposes.
- m. Construction of RCC/PEB type Inverter room with Power conditioning unit and associated RCC type LT and HT switchgear cum control room.
- n. Construction of Equipment for switchgear room, **SCADA room**, store room, battery & Battery Charger room with all electrical fitting and Control room with Central Monitoring and Control Station, security cabin etc.
- o. Installation and commissioning of equipment as per technical design.
- p. All associated electrical and civil works required for interfacing with grid i.e. transformer(s), breakers, isolators, panels, protection system, cables. metering, earthing etc.

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- q. Power evacuation : The solar modules produce Direct Current (DC), which would be converted to Alternating Current (AC) through the use of inverters. The inverters used as a part of the Solar power plant is envisaged to produce current at 415V, which would be further stepped up to 6.6kV for integration with the 6.6kv bus.

The DC from modules is converted to AC by inverters. The inverter outputs are fed into a junction box, which in turn is connected to the common 415 V AC bus bar and further transformed at 6.6kV. 6.6 kV indoor type switchgear to be installed in the Power plant control room. It will have two number of outgoing feeder; 6.6kV 400Ams, 3C Al Armoured cable will be used for these feeders and it will be connected with the existing 6.6kV Unit 7 bus which is approx 2000m from the plant site. The LV and the HT panels will have all necessary metering and protection. This 7 MW power would be evacuated through two number 6.6kV 400Ams, Armoured underground XLPE cable from this indoor switchgear to 6.6kV DPL unit no.7 Reserve Switch Gear. This cable will be laid down through underground cable trance covered by concrete slab. Approximate length of the cable will be 2 km.

- r. Water supply arrangement for Control Building, cleaning water for PV modules etc.
- s. Preparation of Land, Grading of Land ,covering the land with CLSM.
- t. Construction of roads, walkways and drainage system of Control Building.
- u. Modules should be so mounted and foundation structure should be such that it can withstand wind-speed of 180 kmph as well as seismic effects
- v. SCADA system for remote monitoring and control of SPV panels with all hardware & software.
- w. Low lying area below HFL(High flood level) to be converted into Reservoirs with garlanding for supplying cleaning water of the PV modules
- x. Boundary wall of the site
- y. Till the successful completion of O&M activities of the plant and handing over the same to the Purchaser, the necessary security arrangement of all the materials and equipment will be the sole responsibility of the Contractor from the date of site hand over.
- z. Final check-up of equipment, installation, and commissioning of power plant and putting the system into successful functional operation.
- aa. Reliability tests, performance and guarantee tests, wherever applicable, on completion of commissioning.



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- bb. Insurance of all the Equipment/ Materials.
- cc. Supply of Mandatory Spares.
- dd. O&M for 5 years
- ee. Providing training up to the satisfaction of the purchaser operating personnel at Manufacturers works, Operating Solar power stations at site.
- ff. Other Services:
  - a. Providing training material to the end users during onsite training for end users.
  - b. Preparing commissioning certificate and documentation as per MNRE, GoI.
  - c. Handing over of power plant.
  - d. Operation & maintenance manpower of SPV Plant along with electrical equipment, consumables and spare parts for a period of five years from the date of successful completion of trial run and completion of all facilities.
  - e. Providing of routine and break down maintenance of grid connected ground solar PV power plants during comprehensive maintenance period.
  - f. Fulfilment of guarantee obligation.

Note: All the engineering drawing, documents, design, sizing calculation, layout etc. shall be submitted for approval from DPL or Consultant of DPL.

**1.3.2. SUPPLY:**

**a) The Supply scope includes the following but not limited to:**

Manufacture , Supply and delivery of all the materials like PV Module (**Solar Monofacial/Bifacial crystalline modules having capacity minimum 500 Wp and MNRE approved ) with minimum 10% DC margin**, Module Mounting Structure, Grid Connected Inverters, Station Aux Transformer, Inverter Voltage /6.6 KV transformer, String Monitoring Boxes, HT panel, LT Panel, other LT boards, Web based monitoring systems & SCADA, Weather Monitoring Systems, PLC/ DCS, Cables, System protection and other accessories conforming to the Technical Specification as required for successful Installations &

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commissioning of 7 MW AC Grid Connected Ground Mounted Solar PV Power Plants on turnkey basis at DPL.

b) Mandatory Spares as per list Volume V.

**1.3.3. SURVICE, ERECTION & OTHER SEVICES:**

**The Erection and Commissioning scope includes the following but not limited to:**

Survey, area grading, Installation, Testing and Commissioning, PG test etc. Including completion of all facilities of 7 MW AC Grid connected Ground Mounted Solar Photovoltaic Power Plants at DPL, Durgapur, West Bengal, India in turnkey basis including warrantee obligation with 05 (Five) years comprehensive Operation and Maintenance.

**1.3.4. OPERATION AND MAINTENANCE:**

Five (5) years comprehensive Operation & Maintenance(O&M) of the Solar PV Plant including power evacuation along with electrical equipment, consumables and spare parts along with regular module cleaning from the date of successful completion of trial run and completion of all facilities of each project. **PG test shall be completed within six months from the Start date of O&M Contract**

**1.3.5. PROJECT SCHEDULE:**

**Zero date:** Date of issue of LOA

Total time for competition: **365** days from zero date from each project.

**1.3.6. MODE OF EXECUTION**

The entire work shall be executed on Lump sum turnkey basis. Any item(s) not included in the specification / schedule but required for completion of the work shall have to be carried out/supplied without any extra cost. Such works, not listed in the schedule of works but elaborately described to perform or to facilitate particular operation(s) required for completion of the project shall be deemed to have been included in the scope of this work and the bidder shall supply, install the same without any extra cost to DPL.

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The work shall be executed in conformity with the relevant standard of Bureau of Indian Specification (or equivalent International Standard), Indian Electricity Rules, 1956 (as amended up to date), Indian Electricity Act 2003(as amended up to date), BARC/DAE rules, Explosive Act 1948, Petroleum Act 1934, National Building Code and relevant Rules in vogue at the time of execution including operation & maintenance period.

The bidder shall comply with all applicable laws or ordinances, codes, approved standards, rules, and regulations and shall procure all necessary Panchayat / Municipal and Government permits & licenses etc at his own cost.

All sub systems /components such as cables, connectors, Junction boxes, surge protection devices, etc., shall conform to the relevant international and national standards for electrical safety besides that for Quality required for ensuring Expected service life and Weather resistance.

The bidder to provide full time round the clock watches and ward to protect the material from theft and pilferage.

**1.3.7.SITE INSPECTION**

The bidder is advised to visit and examine project site and its surroundings and obtain for himself, on his own responsibility, all information that may be necessary for entering into contract. The bidder will assess and satisfy himself as to the adequacy of the local conditions such as approach roads to the site, adequacy of existing culverts/bridges/roads for the expected traffic, water

and power supply, nature of ground and sub soil condition, water table level, accommodations required during the contract, climatic conditions, local terrain, availability of labour and construction materials, details of taxes, duties and levies as applicable and any other information required. The cost of visiting the site shall be at the bidder's own expenses.

**1.3.8.FACILITIES AT SITE**

The Bidder will be provided with maximum 100 A capacity 415V, 3 Phase, 50 HZ power sources at one point near DPL Administrative Building boundary for construction and fabrication purpose but cabling to be done by the Bidder,

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Control, metering and distribution inside the solar power plant area shall be made by the bidder at his own cost. Cost of the construction power will be charged basis with the rate of WBSEDCL. Bidder shall also ready with sufficient number alternative power supply arrangements like DG set etc.

Water supply shall be provided to the contractor at 500 mtr. Distance from site for construction and maintenance purpose. The Bidder shall arrange for pumps and distribution piping to various locations within the solar power plant depends on the requirement.

**1.3.9. System Description**

**1.3.9.1. LAYOUT:**

- a) **Capacity of the Plant:** 7000 kW (AC)
- b) **Area of the Land:**

Approximate Land area and expected estimated power plant capacity:-

<b>Land area</b>	<b>Capacity (MW) AC</b>
23.5 Acre approx	7
Location : Opposite Administrative Building , DPL	

- c) **Tentative topography of the Site:**

Please check NIT drawing

**Physical demarcation between Solar Plant and remaining DPL Premises:**

Physical demarcation by erecting precast pole ( 1200 mm x 200mm x 200 mm). Height of each pole shall be 1000 mm high from FGL. Distance between two poles shall be maximum 15 mtrs. This is in the scope of the Bidder.

- d) **INVERTERS/POWER CONDITIONING UNIT (PCU)**

The DC power shall be converted to AC by PCU to supply AC loads. Sizing of Inverter of the Plant will be decided during designing & engineering.

- e) **SWITCHGEAR CUM CONTROL ROOM**

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Total 7MW Solar plant to be installed on the area mentioned as per the clause no.1.3.9.1. (b) above. This switchgear cum **control room (Common to both 7 MW and 8 MW projects ) shall be constructed at a suitable location to be decided during designing & engineering.**

This building shall be two parts, one part for Equipment Room for housing Switchgear, electrical equipment/panels and other part for Control Room for Control operation. The control room (must) and equipment room (if required) be provided with AC environment for the operation & maintenance of Solar Plant. Capacity of the AC system shall be as per design of the room. SCADA panel, UPS and UPS DB etc. shall be placed inside the Control room.

**Dry Type inverter transformers** (400 V/6.6kV) to be placed near to the Inverter room. However LV side of Transformer voltage may be varied according to the Inverter AC voltage.

In Equipment Room at least the following electrical equipment shall be present-

- i. HT & LT switchgear
- i. AC Distribution Panel
- ii. Inverters
- iv. 220 V DC Battery and Battery Charger, DCDB;
- v. UPS Battery and
- vi. Other equipment which are required for better operation of the Plant.

Equipment Room to be designed in such a way that HT/LT Switchgear could accommodate the future extension.

**Space provision for total two numbers equivalent extension panel for future project to be considered on both the sides of 6.6 kV HT panel.**

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LT switchgear shall have atleast 2.5 mtr. additional space to be kept, apart from its original size for future use.

In the Control Room at least the following electrical equipment should be present-

- i. Computer table and chair with capacity of at last three persons.
- ii. One Meeting room.
- iii. Engineering Work Station
- iv. UPS
- v. DCS / PLC
- vi. Fire Alarm Panel
- vii. Others equipment which requires AC environment

f) **GRID CONNECTIVITY:**

- Dry Type inverter transformers (400 V/6.6kV) to be Used. HV side volatage should be 6.6 KV , LV side of Transformer voltage may be varied according to the Inverter AC voltage.
- The HV side of the Inverter Transformers should terminate at 6.6 KV BUS through Breakers , protection switchgears etc , located at the Ground floor of the Control room building constructed for this purpose.
- Space provision for total two numbers equivalent extension panel for future project to be considered on both the sides of 6.6 kV HT panel.
- From the 6.6 KV Site Bus , entire power to be transferred to 6.6 KV Unit# 7 Reserve Bus of the Owner, located aprox 2000 metres from the site.
- Three run 3 Core 400 sq mm Armoured aluminum Power cable to be layed for this purpose . The cable should be layed underground through route arrived upon by mutual discussion during actual engineering. The scope work of cable laying should be approved by DPL.
- Retrofitting of three number of 1250 Amps/6.6 KV Breakers including supply of CT and relays etc at U#6 reserve bus of the Owner need to be carried out by the Bidder. Make of breaker : Siemens/ABB. Scope of

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service of retrofitting job of breaker should be approved by DPL. Necessary modification of Bus Bar including change of Bus Separator and post-insulator are also in the scope of bidder, which should be approved by DPL.

**g) THREE WINDING TRANSFORMER**

Three winding Dry type step up transformer (0.415kV/0.415kV/6.6kV) for this Ground Solar shall be connected to the outputs of two inverters as input and the 6.6kV HV output sides will be connected to the U#6 Reserve 6.6kV bus through Protection system, VCB etc.

**h) STATION AUXILIARY TRANSFORMER (SAT)**

Two numbers 6.6 kV/415V Dry type Station transformer having a minimum capacity of 250 kVA each has to be considered for light and other auxiliary purposes. HT side of the transformer shall be connected to the 6.6 kV Bus through a VCB and LT side shall be terminated to the Station Service Board (SSB)/ 415 V LT Switchgear. Successful bidder shall consider entire LT load under this Aux. Transformers during detail engineering.

**i) HT SWITCHGEAR**

Inside control room building, 6.6 kV switchgear should have outgoing and incoming feeders. Outgoing feeders should be connected with two Station Service Transformers for lighting and other auxiliary consumption and feeder is used for evacuation of power. Sufficient number of incoming other feeders shall be provided for incoming power from Inverter Transformer . One feeder for Inverter transformer another feeder for Inverter Transformer shall be kept as spare with all VCB and protection system equivalent.

Power transmission/evacuation capacity through Feeder should be minimum 7 MW AC plus 10% higher margin, so bidder has to design the system accordingly. Outgoing evacuation cable should have 7 MW plus 10% design margin.

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Spare feeder should be equipped with all existing facility like protection, control, and indication etc. of active breaker.

**j) LT SWITCHGEAR:**

One number indoor type 415V LT switchgear has been considered for supply of 415 V (3 phases, 1 neutral and single phase for lighting etc). The said LT bus has to be made with proper protection system with two Incomers and one Bus-coupler philosophy. Incomer and Bus-coupler shall be Air Circuit Breaker of similar rating. Two spare out going feeders of capacity 200A MCCB also to be considered under this LT Board from both bus-sections. Control Voltage 220 V DC.

Bidder shall consider following Air Circuit Breaker feeders:

Sl. No	Description	Quantity
1.	Incomer feeder ACB	Two (02 nos.) (630 A capacity each)
2.	Bus coupler ACB	One (01 no.) (630 A capacity)
3.	Spare MCCB	200 A capacity each, two (02 nos.)

Two Incomer and one Bus-coupler with a castle key interlock.

**1.4 QUALIFYING REQUIREMENT FOR BIDDERS:**

The Bidder shall meet the following minimum qualification for 7 MW grid connected Ground Solar PV Power Plant:

**1.4.1 GENERAL :**

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

**1.4.1.1.** The Bidder shall be a - Firm/Company incorporated in India under Companies Act, 2013 /Indian Partnership act 1932/LLP act 2008.



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**1.4.1.2.** Bidders shall have to submit:

- a) Audited Balance Sheet and Statement of Profit and Loss Account of Last three (3) consecutive financial years for which the audited accounts are available
- b) Acknowledgement of Income Tax Return for the last three Assessment Years
- c) The above financial QR certificate must be from registered Chartered Accountant with seal and signature and membership number.

**1.4.1.3.** The bidder must have valid GST, PF Registration, Return cum Challan (latest available) for Provident fund, ESI registrations; and these are to be submitted along with the bid.

**1.4.1.4.** If the Bidder is **Bidding Consortium** then-

**Bidding Consortium/ Joint Venture Bidders** shall comply with the following requirements

- i **Number of members in a Joint Venture shall not exceed 3 (three);**
- ii Subject to the provisions of clause (i) above, the Bid should contain the detail information required for each member of the Joint Venture, viz. Financial Capacity, Technical capacity etc of each member;
- iii Members of the Joint Venture shall nominate one member as the lead member (the "Lead Member"). Lead Member shall meet at least 50% requirement of Financial Capacity and at least 30% of Technical Capacity. The nominated Lead member shall remain unchanged during the entire period of project execution including the Defects Liability Period. The nomination(s) shall be supported by a Power of Attorney, as per the format at **(Form- 12)** duly Signed by all the other Members of the Joint Venture. **Each of the other Member(s) shall meet at least 30% of the required Technical Capacity and 20% of the required Financial Capacity**

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- iv The duties, responsibilities and powers of Lead Member shall be specifically included in the Joint Bidding Agreement or Memorandum of Understanding. The Lead Member shall be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Lead Member should have entire responsibility pertaining to execution of the Project;
- v All the Consortium Member should fulfill the criteria as per clause No.1.4.1.
- vi The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and defect liability obligations which will satisfy the sub-clause 1.4.1.4(iii) above;
- vii All the members of the bidding consortium after the award and signing of the EPC Contract Agreement shall be obliged to continue to discharge their responsibility as the “members” of the consortium for a period covering the entire project completion period including defect liability plus Five (5) years of the Operation & Maintenance period of the project. This five (5) years period shall be deemed to be effective from the date of commencement of the O&M period this project.
- viii **Conflict of interest**-An individual Bidder cannot at the same time be a member of a Consortium applying for the Project. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Project;
- ix No Change in the composition of the Consortium will be allowed to be permitted by the Client during the Selection Process and during the subsistence of the Contract (in case the successful Bidder is a consortium).
- x Members of the Consortium shall enter into a binding JV Bidding Agreement duly registered (herein after called as “JV/Consortium Agreement”), for the purpose of submitting a Bid. The registered JV/Consortium Agreement, to be submitted along with the Bid as per format Form-11 of the NIT.
- xi The award of the contract will be conferred on the Lead Member only(refer clause-3.2.3)

**1.4.2. TECHNICAL REQUIREMENT:**

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

- i. The Bidder shall have experience of satisfactorily execution of contracts in Planning, Designing, Supply, Installation, Testing & Commissioning of Grid connected Rooftop and/or Ground Mounted and/or Floating Solar PV Power plants at any organization /PSU/ Government Organization having capacity of at least **one (01) number 7(Seven ) MW** capacity or higher capacity project at a single location or **two(2) number Four(4) MW** Capacity during preceding 07 (Seven) years. This plant(s) should be in successful operation since their commissioning. A certificate to this effect issued by the concerned authority is to be submitted. The bidder shall furnish documentary evidences of satisfactory performances of the said solar power plants by way of submission of monthly generation data on annual basis along with performance certificates issued by the purchaser for minimum 1 (one) year.
- ii. The bidder should submit a list of contracts of similar nature already executed and presently under execution giving details of client, completion time, scope and value of work.
- iii. The Bidder should have minimum **01 (one) number 7 (Seven) MW** or **two(2) number Four(4) MW Capacity or higher** capacity Solar PV Power Plant Operation and Maintenance (O&M) experience which is in operational in India or abroad for last one year ending at last date of Bid submission.
- iv. The Bidder shall submit a latest O&M certificate issued by Project Developer of such plant.
- v. If the Bidder is Bidding Consortium then the combined technical capability of those Members in such consortium should satisfy the clause 1.4.1.4 (iii) conditions of eligibility.

**1.4.3. FINANCIAL REQUIREMENT:**

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

- i. **Minimum Average Annual Turnover (MAAT) of the Bidder during the last 3 (three) financial years ending 31st March of the previous financial year shall be Rs. 10.16 Cr.**
- ii. **Minimum one Order of similar job of INR 27.10 Crores / two Order of similar job of INR 16.94 Crores each / three Order of similar job of INR 13.55 Crores each during last seven years**
- iii. If the Bidder is bidding Consortium then the combined MAAT of those Members in such consortium should satisfy the above conditions of eligibility.
- iv. Net worth as per the financial statement of the last financial year should not be less than **100%** of the paid share capital of the bidder.
- v. If the Bidder is Bidding Consortium then combined Net Worth of the both partner should not be less than **100% of** the paid share capital of the bidder.
- vi. **“Net worth”** should be positive for the last three years

**1.4.4. OTHER QUALIFICATION REQUIREMENT**

1.4.4.1. Bidder shall have adequate design, manufacturing and/or fabrication capability and capacity available to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities and present commitments (excluding those anticipated under these bidding documents). If the present commitments are such that the installed capacity results in an inadequacy of manufacturing and/or fabrication capacities to meet the requirements appropriate to the works covered in his bid, then the details of alternative arrangements to be organized by the bidder and/or his collaborator/associate for this purpose and which shall meet the Purchaser's approval, shall also be furnished.

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1.4.4.2. Bidder shall have an adequate project management organization covering the areas related to engineering of Equipment/Materials, interface engineering, procurement of equipment and the necessary field services required for successful construction, testing and commissioning of all the Works covered in the scope of work for this package and as required by the bidding documents

1.4.4.3. Bidder shall have established quality assurance systems and organization designed to achieve high levels of system reliability, both during his manufacturing and/or fabrication and field installation activities

1.4.4.4. Notwithstanding anything stated herein, DPL reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation.

**1.5. RESPONSIBILITY OF BIDDERS**

1.5.1. The DPL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the DPL. Verbal agreement or conversation with any employee of the DPL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

1.5.2. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the work.

1.5.3. It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the works have properly been investigated and considered while submitting the bid. Claims whatsoever including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents will not be entertained by the Purchaser. Neither any change in time schedule of Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder.

**1.5.4. If the Bidder did not execute Electrical Sub-station of 6.6 kV or above voltage level then the Bidder have to engage DPL approved vendor for 6.6 kV Substation work.**

1.5.5. Notwithstanding anything stated herein, DPL reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation.

**1.6 COST/EXPENDITURE OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of his bid and DPL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. THE BIDDING DOCUMENTS**

### **1.7. CONTENTS OF BIDDING DOCUMENTS**

The scope of work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the bidding documents. The set of bidding documents uploaded for the purpose of bidding includes the sections stated below together with any addendum/amendment (Clause No. **1.11**) to be issued.

<b>Section I</b>	:	Instructions To Bidders ( <b>ITB</b> )
<b>Section II</b>	:	Bid Data Sheet ( <b>BDS</b> )
<b>Section III</b>	:	General Conditions of Contract ( <b>GCC</b> )
<b>Section IV</b>	:	Special Conditions of Contract ( <b>SCC</b> )
<b>Section V</b>		Technical Specification

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<b>Section VI</b>	<b>: Form</b>	
	1	Check List
	2	Forwarding Letter for submission of Bid Security
	3	Bid Form/Undertaking
	4	Bid Security (Bank Guarantee format)
	5	Summary Statement of Yearly Turnover and Net Worth
	6	Capability Status
	7	Statement of Similar type of order, Orders executed as on date of issuance of NIT
	8	Curriculum Vitae of Key Personnel
	9	Format for Submission of Pre-Bid Queries
	10	Format for Proposed modifications
	11	JV/Consortium Agreement
	12	Power of Attorney
13	Declaration for Net Minimum Guaranteed Generation	
<b>Section VII</b>	<b>Annexure</b>	
	1	Proforma of Contract Agreement
	2	Proforma of Bank Guarantee for Mobilisation Advance
	3	Proforma of Bank Guarantee for Contract Performance
	4	Proforma for extension of Bank Guarantee
	5	Proforma of Indemnity Bond
	6	Completion Certificate
7	Application for Payments	

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	8	Taking-Over Certificate
	9	No-Claim Certificate
	10A	Indemnity for Equipment
	10B	Application for Material Gate Pass
	11	Application for material gate pass
	12	Authorization letter

The bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or uploading of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

**1.8. SITE VISIT**

The bidder is advised to visit and examine project site and its surroundings and obtain for himself, on his own responsibility, all information that may be necessary for entering into contract. The bidder will assess and satisfy himself as to the adequacy of the local conditions such as approach roads to the site, adequacy of existing culverts/bridges/roads for the expected traffic, water

and power supply, nature of ground and sub soil condition, water table level, accommodations required during the contract, climatic conditions, local terrain, availability of labour and construction materials, details of taxes, duties and levies as applicable and any other information required. The cost of visiting the site shall be at the bidder's own expenses.

**1.9. CLARIFICATIONS ON BIDDING DOCUMENTS**

1.9.1. A prospective bidder requiring any clarification on bidding documents may notify the DPL by uploading the same in the e-tendering portal, which



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shall be available to all the participant bidders, as per Standard Format enclosed with this document **Form 9** and **Form 10** not later than the date and time specified in NIT. The soft copy of the same must be sent in Excel format at the mail address : **Email: contractcelldpl@gmail.com, sudiptopal1971@gmail.com**

1.9.2. The DPL will issue clarification(s) as it may think fit after pre-bid meeting prior to the deadline/ extended deadline for submission of bids prescribed by the DPL. Written copies of the DPL's response will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders

1.9.3. Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

**1.10. 0.PRE-BID MEETING**

1.10.1. The bidder or its authorized representative is invited to attend pre-bid meeting online to be held on the date and time specified in **NIT or any specific change, which will be uploaded before the meeting date**. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at this stage by the bidders. The Purchaser shall not be under any obligation to entertain /respond to the suggestions made or to incorporate modifications sought for by the prospective bidders.

1.10.2. Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to **ITB. 1.11**

1.10.3. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.

1.10.4. Any essential requirement not included in the Price Schedules but required for successful commissioning and operation of Works as per scope of Contract shall be indicated by the bidders as per **Form: 9** of Section VI and

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submitted before the pre-bid meeting by the date specified in the NIT in line with **ITB. 1.9.1**. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

1.10.5. Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

1.10.6. **Venue of Pre bid meeting: DPL Technical Building, Durgapur.**

**1.11. AMENDMENT OF BIDDING DOCUMENTS**

1.11.1. At any time, but not later than seven (7) days prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification request by a prospective bidder, modify the bidding documents by issue of an addendum/amendment.

1.11.2. The addendum/amendment will be intimated through e-tendering portal at corrigendum folder. The Purchaser shall assume that the information contained therein have been taken into account by the bidder in its bid. The Purchaser will bear no responsibility or liability arising out of non- cognizance of the same in time or otherwise by the bidder.

1.11.3. In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, Purchaser may, at its discretion, extend the deadline for the submission of bids.

1.11.4. DPL has the liberty to modify the bidding documents by issue of an addendum/amendment or to cancel the bid at any time.

For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the e-tendering portal **<https://wbtenders.gov.in>**.

## **C. PREPARATION OF BIDS**

### **1.12.0 ABOUT THE BID**

#### **1.12.1. Mode of Tendering: E-Tender cum Reverse Bidding**

##### 1.12.2. Collection of Bid Document

The bidder can search & download NIT & Bid Document(s) electronically from e-tender portal <https://wbtenders.gov.in> once he/she logs on to the portal using the Digital Signature Certificate (DSC). This is the only mode of collection of Bid Documents.

#### **1.12.3. Language of the bid**

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the DPL shall be written in the **English language**, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

1.12.4. The bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or

uploading of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of his bid.

### **1.13.0.DEVIATION**

This tender is a '**No Deviation**' tender.

Request for any deviation may be considered only if pointed out by any bidder in the Pre Bid meeting. The queries and proposed modification regarding tender must be submitted by writing as per format (**Vide Form -9 and Form-10**) before pre bid meeting (**ITB. 1.10**)

### **1.14.0. GENERAL GUIDANCE FOR E- TENDER**

Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

#### **1.14.1. Registration of Bidder:**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, by logging on to **<https://wbtenders.gov.in>** The contractor is to click on the link for e-Tendering site as given on the web portal.

#### **1.14.2. Digital Signature certificate (DSC):**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

### **1.15.0.BID PRICES**

1.15.1. Unless otherwise specified in the Technical Specification, Bidders shall quote for the entire works on a "**Single Responsibility**" basis such that the total bid price covers all the Contractor's obligations mentioned or to be reasonably inferred from the bidding documents in respect of design, manufacture, including

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procurement, packing, forwarding transportation, handling, insurance, delivery, installation, testing, pre-commissioning, commissioning, completion of the work and conductance of guarantee tests for the work including supply of spare (if any). This includes the acquiring of all permits, approvals and licenses etc as may be specified in the bidding documents. The bidder shall quote in the appropriate schedule for the proposed bid price for the entire scope of work covered under the bidding documents

**1.15.2. PRICE SCHEDULE OF THE BIDDING**

**1.15.2.1. Price Schedule-1(Supply Schedule):** Price Schedule-1 will consist of price of Equipment / Materials, including type tests, charges to be manufactured within/outside India i.e. basic cost (ex-factory, ex-works, ex-warehouse, or off-the-shelf, as applicable), then transport, loading, unloading, insurance charge. This base price shall be inclusive of Customs related Duties, BOCW, entry tax (if any) etc. payable on components and raw materials incorporated or to be incorporated in the goods. Bidder shall submit the base price only. Local transportation including transit insurance, and Taxes to delivery of Equipment / Materials to the Site shall also be included in Price Schedule -1 i.e. Supply Schedule.

**1.15.2.2.Price Schedule-2 (Erection Schedule):** Price for Installation and Erection service shall be quoted in the Price Schedule -2 ( Service Schedule) and shall include the rates and prices for all labour, Contactor's Equipment Supply of consumables Materials and all matters and things of whatsoever nature, charges for site insurance covers other than transit insurance. The price schedule shall include the provision of operation and maintenance manuals, training of Purchaser and their nominated personnel and other services, as identified in the bidding documents and necessary for the proper execution of Installation and Erection Services. GST, Customs related duties and other tax and duties shall not be included in the service and consumables materials price but shall be quoted separately in this Price Schedule.

**1.15.2.3. Price Schedule-3(Operation and Maintenance):** Price for O&M

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contract shall be **7.5 % of the basic project cost (excluding GST) for 5(five) years** which is predefined and O&M contract shall be placed on this basis(refer clause-3.8.4.6) after completion of the project.

**1.15.3.** The taxes, duties and levies shall be indicated by the bidder in the respective price schedule and shall be quoted as per the rates in force seven (7) days prior to the last date of submission of bids with respect of direct transaction between Contractor and Purchaser. Details of Tax and Duties will be guided by the **clause no. GCC 3.15.**

**1.15.4.**The bidder shall fill in price for all items described in the price schedules. Item against which no price is entered by the bidder will not be paid for by DPL when executed and shall be deemed to have been covered in other prices in the Price Schedule where the evaluation is being done on the basis of total prices quoted for all the Price Schedules.

**1.15.5.**All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or foreign exchange variation will not be entertained for any reason whatsoever.

**1.15.6.**If any rebate/discount is offered, the price after overall discount shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation.

**1.15.7.** The financial proposal to be submitted in Finance Cover and should contain the following document in one cover. The bidder should fill up the BOQ with quoted value. Once completion of quoting rates, the bidder must encrypt the rates and upload the same with digitally signed. (Only downloaded copies of the above document are to be uploaded, virus scanned and digitally signed by the bidder). **Then, reverse e-auction process will be executed among all the eligible bidders.**

**1.15.8. PRICE ADJUSTMENT**

Price quoted by the bidder shall be firm during the entire period of contact and

Bid evaluation for Phase I and Phase II will be done on the quoted base price only.

#### **1.16.0. PERIOD OF VALIDITY OF BIDS**

1.16.1. The bids submitted by the bidder shall remain valid for a minimum period of **180 days** from the next day of opening of Technical bid. A bid valid for a shorter period than 180 days shall be rejected by the DPL.

1.16.2. In exceptional circumstances, DPL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the NIT. The request and response thereto shall be made in writing by post or e-mail followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB.1.17 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

#### **1.17.0. BID SECURITY**

1.17.1. Bid Security / Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) – Print-out copy of E-challan of EMD has to be submitted within the Technical Cover.

**Rs. 67,76,000/- (Rupees Sixty seven Lakhs Seventy six thousand only)**

1.17.2. The Earnest Money will be returned to the unsuccessful Bidder on request after placement of work order to the successful bidder.

1.17.3. DPL reserves the right to forfeit the Earnest Money deposit in case the tenderer after opening the tender withdraws, amends, impairs, derogates or revokes his tender within the validity period or extensions thereof.

1.17.4. The bid security of the successful bidder will be discharged on

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furnishing the Performance Guarantee as per **ITB. 1.34** and execution of the Contract Agreement by the bidder.

1.17.4. If the bid security is not in adequate value the bid will be rejected by the DPL and returned to the bidder with in thirty (30) days of the bid opening date.

1.17.5. The bid security shall be forfeited in the following circumstances:

- a) If the bidder withdraws its bid as a whole or in part as per **ITB.1.21**, during the period of bid validity specified by the bidder in its bid.
- b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- c) If the bidder does not accept the correction of its bid price pursuant to ITB. 1.26

1.17.6. If the successful bidder fails, within the specified time limit either to accept the Letter of Award (LoA) and sign the Contract Agreement unconditionally or, to furnish the Contract Performance Guarantee, in accordance with **ITB. 1.34**. DPL may cancel the bid and no interest shall be paid by the Purchaser on the bid security.

**1.18. SIGNING OF BIDS**

All documents should be digitally signed by the bidders and uploaded by them.



## **D. SUBMISSION OF BID**

### **1.19.0. SUBMISSION OF BID**

1.19.1. Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in **Techno-commercial Proposal** & the other is **Financial Proposal** before the prescribed date & time using the Digital Signature Certificate (DSC). Virus scanned copy of the documents are to be uploaded duly digitally Signed. The documents will get encrypted (transformed into non readable formats).

### **1.19.2. General process of submission:**

Bids are to be submitted online through the website **<https://wbtenders.gov.in>**. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all the Bid Documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is **Techno-commercial Proposal** i.e. technical bid and the other is **Financial Proposal** i.e. financial bid. The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the Forms / Annexure, fill up the particulars in the designated cell and upload the same in the designated location of Technical Bid. The bidder needs to download the BOQ, fill up the BOQ in the designated Cell and upload the same in the designated location of Financial Bid in Excel.

1.19.3. It is a two part bidding process so the offer contains two Proposals: a) Technical Proposal and b) Financial Proposal.

**1.19.3.1. TECHNO-COMMERCIAL PROPOSAL:**

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers/folders:

1. Statutory Cover(**C1**) &
2. Non- Statutory Cover(**C2**)

**C1. STATUTORY COVER:**

Statutory contain three folders:

- 1) “**EMD**” folder
- 2) “**NIT**” Folder and
- 3) “**Form**” Folder.

1) “ **EMD**” folder:

i. **Earnest Money (EMD)/Bid Security**

Print-out copy of E-challan of EMD has to be submitted within the Technical Cover.

2) “**NIT**” Folder

- i. Addenda /Corrigenda: if published

*Note: Bidders are to keep track of all the Addendum / Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum / Corrigendum will be treated as informal and liable to be rejected.*

3) “**Forms**” folder:

- i. This folder will contain all the following forms given is **section-VI** of this documents
- ii. Check List (**Form – 1**)-document should submit accordingly,
- iii. Forwarding Letter for submission of Bid Security and Tender Fee

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**(Form – 2)**

- iv. Bid Form **(Form – 3)**,
- v. Summary statement of yearly turnover and net worth **(Form – 5)**
- vi. Capability Status **(Form – 6)**
- vii. Statement of Similar Type of Order. Orders Executed as on date of issuance of NIT [**Applicability up to the extent of meeting Technical QR**]. **(Form – 7)**.
- viii. Curriculum Vitae of Key Personnel **(Form – 8)**.
- ix. JV/Consortium Agreement**(Form-11)** –if JV/Consortium
- x. Power of Attorney**(Form-12)**- if JV/Consortium
- xi. Net Minimum Guaranteed Generation(NMGG) –**Form-13**

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

**C2. NON STATUTORY COVER:**

<b>Sl. No.</b>	<b>Category Name</b>	<b>Detail(s)</b>
A	Certificate(s)	<b>1.</b> Copy of the GST Certificate
		<b>2.</b> Copy of the PAN certificate/ PAN Card
		<b>3.</b> Declaration of PF Registration Number <b>or</b> Proof of PF Registration, Last paid PF, ESI Challan etc.
		<b>4.</b> Copy of the ESIC registration.

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B	Company Detail(s)	<b>5.</b> Copy of the Registration Certificate under Company Act (Company Incorporation Certificate) <b>or</b> copy of the Registered Deed for Partnership Firm
C	Credential	<b>6.</b> Copy of the Order(s)/ Contract Agreement(s) with the Purchaser / any other Proof of Purchase, as primary agency [Applicability up to the extent of meeting Technical QR].  <b>AND</b>  Corresponding Copy of the Completion Certificate(s) /Commissioning report signed by the Purchaser / Ordering Authority to substantiate the proof of completion of the Solar PV Power Plant(s). [Applicability up to the extent of meeting Technical QR].
D		<b>7.</b> Audited Balance Sheet & Statement of Profit & Loss A/c. [Applicability as per Financial capability].  <b>8.</b> Copy of Acknowledgement of Income Tax returns [Applicability as per Financial capability].

***Bidders are requested to submit all the documents as per the same serial in the above table given.***

**1.19.3.2. FINANCIAL PROPOSAL**

The Financial Proposal shall contain Price Bid and Mode of Transaction in the following standardized format i.e. file named BOQ –in Excels format.

**BOQ**

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- i The BOQ to be filled up and upload is in form of Excel file in the BOQ folder (Cover).
- ii **In BOQ, Bidders will quote total Project Cost (excluding O&M job) and Total GST in INR for 7 MW Phase -2. Evaluation of L1 will be done based on minimum base price of total project cost of Phase II (i.e. excluding O&M job & total GST) quoted by the bidder during reverse e-auction.**
- iii BOQ file consist of one worksheet with two part i.e. 1) Supply Schedule & 2) Erection Schedule
- iv Filling up procedure-
  - a) **Supply Schedule:** To be filled up by the bidders. It is related to the supply items as per **ITB. 1.15.2.1. It is inclusive of Local Transportation, Inland transit insurance, and other local cost including Mandatory Spares.**
  - b) **Erection Schedule:** To be filled up by the bidders. It is related to the corresponding erection of the equipment and other service item of the project as per **ITB.1.15.2.2 including site insurance.**
  - c) Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/Structural works price) should not be less than 7% of total supply price of Main Equipment.
  - d) Bidders are advised to price their bids in such a manner that the Civil Works Price Component of the bid price (including Site Fabricated Structural works price) should not be less than 12% of total supply price of Main Equipment.
  - e) Mandatory spares component of each project should not be less than 1.0% of total project cost .

➤ **Sample calculation of estimated Project cost and O&M cost:**

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Total estimated Project cost and Comprehensive O&M including GST = Rs. 10626.00 Lakh.

Say, estimated basic cost of project (excluding GST) = P (assume);

Estimated project cost including GST = 1.089P, where GST is 8.9% (GST will be changed accordingly as per changes in guidelines)

Basic estimated comprehensive O&M cost for 5 years = 0.075P, (7.5% of basic project cost)

Total estimated comprehensive O&M cost including GST = 0.075P x 1.18 = 0.0885P (Where GST is 18%)

Total estimated Project cost including O&M and GST = 1.089P + 0.0885P = 1.1775P

Therefore,

<b>1.775P = 10626.00</b>
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i.e. P = Rs. 9024.20 Lakh

Total estimated Project cost including GST = Rs. 9827.35 Lakh

Total estimated comprehensive O&M cost including GST = Rs. 798.64 Lakh

### **1.20. DEADLINE FOR SUBMISSION OF BIDS**

1.20.1. The original Demand Draft/B.G against Earnest Money Deposit (EMD) must be submitted physically in the tender box at the office of the GM (M&C), Corporate office, DPL, under sealed cover super-scribing the name of the work with NIT no., name of the bidder, name of the work etc. on or before the date & time mentioned in the bid data sheet or any extension of date & time . If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will be rejected.

1.20.2. Bids must be received by DPL at the online e-tendering portal address specified in **NIT**, no later than the time and date mentioned in **NIT**.

1.20.3. The DPL may, at its discretion, under intimation to the bidders who have downloaded the bidding documents, extend the deadline for the submission of bids / opening of bids by issuing an addendum and hosting the same on the e-tender portal, in which case all rights and obligations of DPL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

1.20.4. In the event, the deadline for uploading of bid is extended by the DPL, the bidders who have already uploaded their bids within the original deadline of submission shall have the option to upload their revised bid in substitution either in full or in part of earlier bid. In the absence of a revised bid, the original bid shall be considered for opening and subsequent evaluation. Wherever, the bidder has submitted the revised bid in full, in modification of earlier bid, the earlier bid shall be returned unopened to the bidder.

1.20.5. Submission of original Bid Security (**EMD**) (Offline Submission)

- a) The original copies of the DD/BC towards DD/BC/BG towards EMD (Bid security) as per NIT shall be submitted along with a forwarding letter (**Form – 2**) within the date and time as specified in the bids.
- b) If the bidder fails to submit the original copies of the Bid Security within the due date and time, his tender will not be opened and his bid will stand rejected.

### **1.21. WITHDRAWAL OF BIDS**

The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT) and the period of bid validity as per **ITB.1.15**. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security

## **E. OPENING AND EVALUATION OF TENDER**

### **1.22 BID OPENING**

- 1.22.1 As it is a two part Bidding so DPL will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate (DSC), at the scheduled date & time for opening of bids as mentioned in NIT for techno-commercial bid(first part) and Financial bid (second part) will be opened on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids. The bidders' representatives who desire may attend/witness the bid opening event through e-tendering portal at their respective end. In the event of the specified date for the opening of bids being declared a holiday for the DPL or suspended for any involuntary reasons, the bids will be opened at the appointed time & date which shall be intimated/ communicated to all the intending bidders.
- 1.22.2 Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.
- 1.22.3 The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details which DPL at his discretion may consider appropriate will be notified in the e-tendering portal at the bid opening date.
- 1.22.4 In this case of Single stage two part bids, on the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.
- 1.22.5 In the event, Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the Purchaser may either extend the bid submission deadline or cancel the bidding process any time before issuance of Letter of Award(LOA).



**1.23 PROCESS TO BE CONFIDENTIAL**

- 1.23.1 Subject to ITB. 1.24, no bidder shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.
- 1.23.2 Any effort by a bidder to influence Purchaser or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his bid.

**1.24 CLARIFICATION OF BIDS**

- 1.24.1 During bid evaluation, Purchaser may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements (QR) or any other matter related to its bid except to the extent in ITB.1.24.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered speed post/email/courier / hand delivery under acknowledgement / email / fax so as to reach the Purchaser within the time specified in the request for clarification issued by Purchaser.
- 1.24.2 Any post-bid change in the price or substance (techno-commercial) of the bid shall not be sought, offered or accepted.

**1.25 DETERMINATION OF RESPONSIVENESS**

- 1.25.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether power of attorney of signatory of the bid has been submitted, whether the documents have been properly signed and whether the bids are generally in order and substantially responsive to the requirements of the bidding documents.
- 1.25.2 For the purpose of this clause, a substantially responsive bid is one which conforms to all the Terms, Conditions and Specifications of the bidding

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documents without material deviation or reservation. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 1.25.3 Any material information/ data/ document required to be submitted by the bidders as per provisions of bidding documents, if not submitted by the bidder, may render the bid to be non-responsive provided such information/ data/ documents is such that it may adversely affect the evaluation.
- 1.25.4 The Purchaser may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any bidder, as a result of the technical and commercial evaluation pursuant to **ITB. 1.28 & ITB. 1.29**.
- 1.25.5 If a bid is not substantially responsive to the requirements of the bidding documents, it may be rejected by Purchaser and the same cannot subsequently be made responsive by the bidder by correction.
- 1.25.6 Conditional bid shall not be accepted by Purchaser

**1.26 TIME SCHEDULE**

The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the Bids and NIT after the Commencement Date of the Contract as incorporated in the Contract Agreement for completion of Works. Bidders are required to base their prices on the time schedule mention in Clause no. **GCC 3.21**. No credit will be given for earlier completion for the purpose of evaluation.

**1.27 PROCEDURE OF EVALUATION OF BIDS**

- 1.27.1 The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive as per clause no. **ITB 1.25** in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. **Bids submitted by bidders with any deviations shall be rejected.**

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- 1.27.2 The Purchaser will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract in terms of the qualifying requirements stipulated in NIT.
- 1.27.3 The determination will take into account the bidder's financial, technical, production and execution capabilities, in particular its work in hand and future commitments. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder to the bid, as well as such other information as the Purchaser deems necessary and appropriate.
- 1.27.4 An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 1.27.5 The financial evaluation will be a two stage process. Initially the process of price bid decryption will be same as is normally executed in an e-Tender. Subsequent to this, reverse e-auction process will be executed among all the eligible bidders following the standard e-auction procedure of the portal, i.e. <https://wbtenders.gov.in>.

1.27.6 **EVALUATION:**

Bidder shall quote the Total Bid price required for setting up the 7 MW Solar PV Ground Solar Project in the financial part of bid.

All the Bidders shall be quote the following information in Bidding documents:

- Quoted Price in INR (X) excluding GST. Base price only shall be considered for evaluation.

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- The Evaluation criteria for the Project cost shall be based on lowest **X<sub>Revised</sub>** i.e. revised Cost during reverse bidding for 7 MW AC Solar Project (in total):

**X<sub>Revised</sub>** (INR).

**1.27.7 Evaluation will be done on base price only quoted by the bidder during Reverse auction in their Bid where L1 will be selected on mention in cl. No. 1.19.3.2 (ii) Cl. No. 3.15.1 & Cl. No. 3.15.5.**

**1.28 Not applicable.**

## F. AWARD OF CONTRACT

### 1.29 AWARD CRITERIA

- 1.29.1 The Purchaser will award the Contract to the successful bidder(s) whose bid has been determined to be substantially responsive and has been determined as the lowest bid provided further that the bidder is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall be the sole judge in this regard.
- 1.29.2 For the purpose of determining the capability and capacity of the bidder to perform the Contract, the Purchaser reserves the right to verify the authenticity of the documents submitted by the bidder for meeting the qualification requirements and may undertake verification of the facilities available with the bidder.

### 1.30 RIGHT TO REJECT BIDS

DPL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for DPL's action.

### 1.31 LETTER OF AWARD

- 1.31.1 After approval of bid evaluation by DPL, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, DPL will notify the successful bidder in writing by registered letter and E-mail, that his bid has been accepted. This letter ('Letter of Award' or **LOA or Material/Service Contract**) shall mention the sum which DPL will pay to the Contractor in consideration of the execution & completion of the Works by the Contractor as prescribed under the Contract.

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- 1.31.2 Material & Service Contract will be issued as per the BOQ Schedule submitted by L1 bidder in line with **Cl. No. 1.19.3.2 and Cl. No. 3.2.**
- 1.31.3 Within Seven (07) days of receipt of the LOA, the successful bidder shall sign and return one (1) original copy of the same to DPL as acknowledgment of acceptance of the same.
- 1.31.4 The **LOA or Material/Service Contract** will constitute the formation of the Contract as per provisions of **GCC.3.4.5**

**1.32 SIGNING OF CONTRACT AGREEMENT**

Within Seven (07) days from the date of acceptance of LOA, the successful Bidder submit two separate Contract Agreements for Phase I and Phase II (6 copies in original on non-judicial stamp paper of appropriate value) as per **Annexure: 1 of Section VII** in three (3) copies each incorporating all agreements between the parties duly signed by the authorized signatory of the Bidder along with the LOA.

DPL shall sign the above Contract Agreements if found in order and return one (1) copy to the Bidder.

**1.33 CONTRACT PERFORMANCE GUARANTEE**

1.33.1 Within fifteen (21) days of LOA from DPL, the successful bidder shall furnish to DPL Contract Performance Guarantee (CPG), as in the form of an unconditional and irrevocable Bank Guarantee equal to three percent (3%) of the Contract Prices including GST for the Contract and as per the **Annexure: 2 of Section VII.**

1.33.2 Failure of the successful bidder to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

**1.33.3 Forfeiture of Contact Performance Guarantee**

Contract Performance Guarantee shall be forfeited if,

- a. The successful bidder does not execute the work within 60 days after placement of Letter of Award (LOA) and/or,
- b. The successful bidder discontinue the work without prior permission of DPL and/or,
- c. The successful bidder fails to install/procure the total capacity of the plant as mentioned in the Bid Document and/or,
- d. The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period.

**1.33.4. Additional Contact Performance Guarantee (ACPG)**

If L1 bidder's quoted bid is 80% or less of the estimated project cost mentioned in this tender then additional Contact Performance Guarantee (**ACPG**) as in the form of an unconditional and irrevocable Bank Guarantee (BG) equal to ten percent (10%) of the Contract Price for all the Contracts and as per the **Annexure: 2 of Section VII** have to be submitted by the bidder in the form of any scheduled commercial bank before issuance of Contract Agreement. If the bidder fails to submit the Additional Performance Security within scheduled time, his EMD will be forfeited. The Additional Performance Security shall remain valid up to the Defect Liability Period of sixty (60) calendar months and project execution period (12) months, with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.

**1.33.5. Forfeiture of Additional Contact Performance Guarantee (ACPG)**

Additional Contact Performance Guarantee (ACPG) shall be forfeited if,

- a. The successful bidder does not execute the work after (60) sixty days placement of Letter of Award (LOA) and/or,
- b. The successful bidder discontinue the work without prior permission of DPL

and/or,

- c. The successful bidder fails to install/procure the total capacity of the plant as mentioned in the Bid Document and/or,
- d. The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period.

**1.34 MISREPRESENTATION BY THE BIDDER**

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LOA/Contract , if issued.