

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

Online Tender documents are invited for Selection of Implementation Agency for Supply, Installation and Implementation of Grid connected 20KW Solar PV installation at District Court Complexes at 75 locations in West Bengal , with 5 (Five) years comprehensive maintenance and warranty services across West Bengal.

Interested bidder are invited to bid for supply, installation and implementation of Grid connected Solar PV installation having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department/PSU/Autonomous Body or any reputed public sector organization. Bidder must have adequate Service Engineer for providing on-site warranty service within the stipulated time, and during the entire contractual period.

1.	Tender No. & Date	WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024
2.	Tender Version No.	1.0
3.	Brief description of Job	Supply, Installation and Implementation of Grid connected 20KW Solar PV installation at District Court Complexes at 75 locations in West Bengal
4.	Tender Fee	Rs. 10000.00 (Rupees Ten thousand only) The amount to be transferred online through e-Tender portal.
5.	Earnest Money Deposit	Rs. 20,00,000.00 (Rupees Twenty Lakh only) The amount to be transferred online through e-Tender portal.
6.	Date of Downloading	05.03.2024
7.	Pre-Bid Meeting date & time	12.03.2024 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be online platform.• Interest bidders are requested to send mail to purchase@wtl.co.in for participation in online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then bidder will be informed.• Only queries as per format (Section - N) reaching WTL by 11.03.2024 at 15.00 Hrs. will be considered for discussion in Pre Bid Meeting.• Queries will be sent to Purchase Dept. (purchase@wtl.co.in)
8.	Bid Submission Start date & time	20.03.2024 at 14.00 Hrs.
9.	Last date & time of EMD & Tender Fee submission	Before Uploading of Tender
10.	Last date & time of Bid Submission	27.03.2024 at 14.00 Hrs.
11.	Date & time of Technical Bid Opening	29.03.2024 at 14.00 Hrs.
12.	WTL Address	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091. E-mail – purchase@wtl.co.in
13.	WTL Contact Person	033-23673403-06

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted electronically through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing. Necessary Earnest Money Deposit (EMD) may be remitted electronically through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the web
5. All clarifications / corrigendum will be published only on the WTL Website & <https://wbtenders.gov.in>.

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SECTION – A

INTRODUCTION & OBJECTIVE OF THE PROJECT

Online Tender documents are invited for Selection of Implementation Agency for Design & Engineering, Manufacture / Procurement, Testing, Supply, Installation and Commissioning of 75 nos. Rooftop Grid Connected Solar PV Power Plants each of array capacity 20 Kw including five (5) years Comprehensive Maintenance on turnkey basis at various locations of West Bengal.

The NieT intends to select/empanel eligible and capable bidders to supply, install, implement and maintain the solar PV installations at District Court Complexes at 75 locations in West Bengal. WTL, under the direction of the office of the Central Project Coordinator (CPC), High Court, Calcutta, has conducted a preliminary survey for the rooftop solar project. This project has taken into account the project requirements and insights derived from the preliminary site survey and discussions held with the office of the Central Project Coordinator, High Court, Calcutta. The project requires the installation plan for the existing roof top area in each District Court Complex, and includes the proposal for a Solar PV System for:

- 1) On-Grid Solar PV system of installed capacity 20 KW in each location.

WTL has considered 75 locations out of the total list of sites provided by the CPC, High Court, based on initial feasibility analysis and local conditions. A detailed survey of each site shall be conducted by the bidders, as part of the implementation.

In each location, the selected agency shall utilize a designated portion of the roof area available for the installation of solar panels. It is crucial to note that the structural integrity of the roof shall be thoroughly assessed and confirmed; it is sufficiently robust to support the proposed solar panel structure, as part of the site survey and assessment report to be made by the bidder.

The purpose of the TENDER shall be to select capable service providers with required experience, technical and financial capabilities, and adequate local facilities, to implement the project. The project shall be implemented at 75 locations within West Bengal, including all the district court complexes. The TENDER shall evaluate the technical and commercial capabilities of responsive bidders, and select one or more contractors for similar scope of work. The project shall be awarded to the lowest bidder who shall be found to be technically and commercially eligible. As time is of essence in this project, all eligible bidders shall intending to bid for the project, Bidders shall be expected to submit site specific reports for minimum 20 percent of the sites, to become eligible for technical and commercial evaluation. WTL reserves the right to select eligible bidders for award of work, who shall demonstrate the readiness to implement the project within the specified project completion period in this tender.

The following are the details of the present project proposed for On Grid Solar PV System for installation in District court complex. The detailed list of sites are provided in Annexure I.

Project Capacity per Rooftop	20 Kw per Rooftop
Project Type	On Grid, Rooftop
Project Class	Commercial
Project Implementation requirement	75 Nos. of Rooftops
DISCOM	WBSEDCL / CESC

- 1) Location details – Survey report, Site map with design, Site Pictures and Geo Co-ordinates, with date and time stamp
- 2) Location plan – Roof top diagram, with available space as per site feasibility.
- 3) Implementation plan with timeline for installation, from date of order

The above is important for each bidder to submit as part of the technical bid for evaluation purpose. Bidders must visit project sites and provide site specific implementation plans, as per the technical evaluation requirement to assess their understanding and readiness to implement the project on time.

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SECTION – B

SCOPE OF WORK & RESPONSIBILITY

The project shall be implemented in multiple phases. The purpose of this TENDER to select eligible bidders with necessary technical and financial capabilities to implement the Phase one of the project. The project shall include supply, installation and commissioning of 20 KW on grid roof top solar units at 75 selected locations across West Bengal on a turnkey basis. Warranty for the project will be for a period of 5 Years which includes all components. PV Modules will carry manufacturer's warranty of 10 Years and 80% power output guarantee for a period of 25 Years.

Key responsibilities of the successful bidder, but not limited to, are as follows:

1. Installation and commissioning of 20 KWp On Grid Solar plant.
2. Supply of all components of the 20 KWp On Grid Solar plant as per specification below
3. Supply and installation of Mono perc ALMM approved all components of PV Modules with a minimum capacity of 20 kWp as per the specification mentioned in the tender document.
4. Supply and installation of Grid Connected Solar Inverter of capacity 20 kW with remote monitoring system as per the specifications mentioned in the terms tender document. Module mounting on the structure with necessary stainless steel nuts and bolts with suitable spring washers and neoprene gaskets.
5. Supply and installation of PV Module mounting structure for accommodating the supplied PV Modules on the roof facing South Direction at 23 deg tilt angle. The supply will also include chemical anchoring (if required) and civil materials for fixing the PV modules mounting structure on the roof.
6. Supply and installation of Array Junction Box (AJB) as per the specifications mentioned in the tender document.
7. Supply and installation of Inverter Interfacing Panel (IIP) with Energy Meter as per the specifications mentioned in the tender document
8. Supply and installation of Grid Interfacing AC Panel (GIP) as per the specifications mentioned in the tender document
9. Earthing System as per the specifications mentioned in the tender document
 - a. For Systems Earthing
 - b. For Structure earthing
10. Supply and installation of AC, DC and necessary Earthing Cables as per the site requirements.
11. Inverter, AJB, IIP and GIP installation, commissioning and cable terminations
12. Configuration of remote monitoring system
13. Supply and installation of Fire extinguishers
14. Supply and installation of Module cleaning arrangement. Laying out of the necessary pipeline for module cleaning will be the responsibility of the successful bidder.
15. Supply of Project Signage
16. Supply and use of Nuts and bolts, cable glands, lugs, heat sleeves and other fit bit items required for proper installation and Commissioning.
17. Any other services not specifically mentioned but required for proper functioning of the solar power plant.
18. Support and quarterly maintenance of 20 KWp On Grid Solar plant for 5 years from the date of commissioning. Call report (for 75 locations) should be attached with yearly Tax Invoices for releasing the payment from Hon'ble High Court, Calcutta.

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Brief Scope of the Work:

The work is to be executed on turkey basis. WTL will not supply any material that may be required for the project. The scope of work will include but not limited to the followings:

- (a) Site visit and Detail field survey at the premises of the Prospective Beneficiaries [List of the prospective beneficiary will be provided by WTL]
- (b) Submission of site survey report as per format of WTL (mentioned in SECTION-A) indicating technical suitability of site for installation of the Power Plant with roof plan.
- (c) Design of the system
- (d) Obtaining technical approval from WTL
- (e) Project Monitoring during implementation of the Project and during maintenance period.
- (f) Procurement and transportation of materials at site in properly packed condition of all equipment, materials and miscellaneous item required to complete the project.
 - i Solar PV modules with required mounting structure and connection accessories.
 - ii Grid tied Solar inverter as per design parameter.
 - iii Necessary earthing: Module Structure, DC Earthing & AC Earthing including inverter, ACDB & Lightning Arrestor (if not available at existing location).
 - iv Surge / over voltage protections for the system.
 - v DC & AC cables up to nearest Load Distribution point of the building/ Office GI perforated cable Tray of suitable size and support shall be used for cable lying
 - vi Other necessary accessories required for completion of PV module erection.
- (g) Receiving, unloading, pilfer proof and safe storage at site
- (h) Final check-up of equipment, installation, testing and commissioning of power plant and putting the system into successful functional operation.
- (i) Providing of training material to the end users during onsite training
- (j) Assisting Beneficiary in the process for obtaining Metering Facility from DISCOM.
- (k) Documentation As built drawing.
- (l) Training of O&M practices of solar photovoltaic plant.
- (m) Handing over of power plant
- (n) Providing of routine and break down maintenance of grid connected solar PV power plants during comprehensive maintenance period.
- (o) Cleaning of installed PV modules twice in a year.
- (p) Installation of Energy Meters.
- (q) Fulfillment of warranty obligation as may arise
- (r) The contractor shall warrant that all equipment, hardware and accessories are new, unused, most recent or current models and incorporate all recent improvements in design and in accordance with the contract documents and free from defects in material and workmanship. The contractor shall also warrant for defect free operation of the materials supplied and workmanship towards erection for a period of sixty (60) calendar months commencing immediately from the date of Commissioning of the GRTSPV System.

The Complete work shall be done as per direction of Project Manager of WTL.

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

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

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- i. Necessary minor repairing work mainly plastering, white washing, painting, mending good damages and other related miscellaneous work etc.
- ii. Cleaning of site identified for installation of different components of the power plants as may be required

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

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SECTION – C

ELIGIBILITY CRITERIA

1. Bidder or Prime bidder with maximum two consortium partners is allowed to bid. Consortium Agreement to be submitted duly signed as per format (ANNEXURE-II).
2. The bidder / the Prime bidder with maximum two consortium partners must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
3. The Bidder / Prime Bidder both shall have executed “Similar Nature” of the project in Government Department/PSU/Autonomous Body. References order copy or agreement copy for the project to be provided.
4. The Bidder / the Prime bidder with maximum two consortium partners should have their own office in Kolkata. Valid proof should be submitted along with bid.
5. The Bidder / the Prime bidder with maximum two consortium partners must have own office at each zone as mentioned below. Valid proof of office should be submitted.
 - (a) North Zone – Darjeeling / Alipurduar / Kalimpong / Jalpaiguri / Coochbehar /Uttar Dinajpur/ Dakshin Dinajpur.
 - (b) South Zone – Bankura / Birbhum / Hooghly / Nadia / Purba Bardhaman / Paschim Bardhaman
 - (c) East Zone – Howrah / Kolkata / 24Pgn (N) / 24Pgn (S)
 - (d) West Zone – Purba Medinipore / Paschim Medinipore / Purulia / Malda / Murshidabad
6. The Bidder / Prime bidder should have his own call centre (number to be specified). OEM Call Centre number will not be treated as bidder’s call centre number. Call center details to be submitted duly stamped & signed.
7. The Bidder / Prime bidder must have service support center, with support personnel in each zone on own payroll. (Undertaking of HR on Letter Head). Mentioned Name, Qualification of the Engineers / staff of the bidder in own letterhead to be submitted.
8. The Bidder / Prime Bidder must have one Electrical Engineer(s) in direct Pay Roll. CV of Electrical Engineer, duly attested by HR Department on letterhead of Bidder to be submitted.
9. The Bidder / the Prime bidder with maximum two consortium partners should have valid Trade License, GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
10. Technical Eligibility Criteria:
 - a) The bidder having sufficient experience and credentials for successful installation and commissioning of Supply, Installation & Commissioning Solar PV Power plants of cumulative capacity of not less than 500 kW anywhere in India under order of any Government Department / Government Own Company/ Government organization/ Government Institution/ Parastatal / under

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any Government Program/ large corporate organization during preceding 05 (five) years ending last day of month previous to the one in which NiET are invited. The minimum capacity of each PV power plant shall be of 10 kW. Copy of order & completion certificate/Payment received statement to be submitted.

- b) Bids may also be submitted by consortium with requisite technical qualification of the Members of the consortium as mentioned below:
- At least one of the partners (s) of the bidding consortium should fulfill the requirements set forth in Point (a) above. Or
 - All the partners of the bidding consortium should collectively meet qualification requirements set forth in Pt (a) above
11. Financial Eligibility Criteria: The Bidder / Prime Bidder, who intends to participate in the Bid, must have to meet the following criteria:
- a) The Bidder / Prime Bidder with maximum two consortium partners should have Minimum Average Annual Turnover (MAAT) is Rs.25,00,00,000.00 (Twenty Five Crore only) during any 03 (three) financial year out of last Five (05) consecutive financial year ending on 31st March 2023. Should submit Balance Sheet/Audited Accounts in support of claim.
- b) The Bidder / Prime Bidder with maximum two consortium partners should have Net Worth during any 03 (three) financial year out of last Five (05) consecutive financial year ending on 31st March 2023 should be positive. Should submit Balance Sheet/Audited Accounts in support of claim.
12. The Bidder / Prime Bidder shall submit Bid Form (Section – F) in letter head duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
13. The Bidder / Prime Bidder shall submit NIT Declaration (Section - T) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.
14. The bidder shall submit Manufacturers Authorization Form (MAF) for the items from OEMs, meeting the minimum eligibility criteria for OEMs, specified in this NiET, Both the OEMs must have manufacturing setup in India, for the last 10 years or more (Self Declaration) and must comply with Make in India as per 2017/ 2020 DIPP guidelines. (Documentary evidence and certificates must be enclosed).
- a SPV Module Manufacturer
 - b String Inverter Manufacturer
15. The Bidder / Prime Bidder should have Electrical License. Valid proof should be submitted along with bid.
16. The bidder / Prime Bidder should have ISO 9001:2015. Copy of valid Certificate to be submitted.
17. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.

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SECTION – D

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	05.03.2024
2	Documents download/sale start date (Online)	05.03.2024
3	Last Date and time of sending the queries (Offline)	11.03.2024 & 15.00 hrs.
4	Pre Bid Meeting	12.03.2024& 12.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	20.03.2024 & 14.00 hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before Uploading of Tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before Uploading of Tender
9	Bid Submission closing date & time (On line)	27.03.2024& 14.00 hrs.
10	Bid opening date & time for Technical Proposals (On line)	29.03.2024 & 14.00 hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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SECTION – E

INSTRUCTION TO BIDDER

1. DEFINITIONS

“**Bidding Consortium**” or “**Consortium**” shall refer to a group of legal entities that has collectively submitted the Bid in accordance with the provisions of this Tender (All of the member of Bidding Consortium must be registered in India and must have office in Kolkata)

“**Bidder**” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder.

“**WTL’s representative**” shall mean any person or persons or consulting firm appointed/authorized by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

“**Month**”/“**Calendar month**” means not only the period from the first of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.

“**Day**” means a calendar day beginning and ending midnight.

“**Month**”/“**Calendar month**” means not only the period from the first of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.

“**Approval**” shall mean the written approval of WTL and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.

“**Tests on Completion**” shall mean all such tests as are prescribed by the specification to be made by the Contractor to the satisfaction of WTL before the plant and equipment are taken over by WTL and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules.

“**Commissioning**” shall mean all equipment as per rated capacity has been installed to put the system in operation after all necessary initial tests, checks and adjustments and energy has flown into the grid as per terms of the order.

“**Urgent Works**” shall mean any urgent measures, which in opinion of the Engineer-in- Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other/reason WTL may deem expedient.

“**WTL**” means Webel Technology Limited a Govt. of West Bengal undertaking

“**Contract**” is used synonymously with Agreement.

“**Contract Price**” means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.

“**Contractor**” means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.

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“**Default Notice**” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“**Installation**” shall mean Supply & Installation and Implementation of Roof Top Solar System.

“**Fraudulent Practice**” means a means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive across West Bengal.

“**Good Industry Practice**” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.

“**Government**” / “**Gov. of W. Bengal**” means the Government of West Bengal.

“**GoI**” shall stand for the Government of India.

“**GoWB**” means Government of West Bengal

“**Similar Nature of Work**” means Supply & Installation and Implementation of Roof Top Solar System.

“**Project**” means Supply, Installation and Implementation of Roof Top Solar System with 5 years warranty at 75 designated Court Buildings across West Bengal.

“**Services**” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

“**Interest rate**” means “364 days Government of India (GoI) Treasury Bills” rate.

“**Law**” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

“**LOI**” means issuing of Letter of Intent shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.

“**Operator**” means the company providing the services under Agreement.

“**Requirements**” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

“**Service**” means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS as per Section titled “Scope of Work”

“**Termination Notice**” means the written notice of termination of the Agreement issued by WTL.

“**Uptime**” means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT” “**%Uptime**” means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”

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"**Service Down Time**" (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled "WARRANTY SUPPORT" are not available to Gov. of West Bengal and its user departments and organizations.

"**WTL**" means Webel Technology Limited a Govt. of West Bengal undertaking.

2. PRE BID MEETING

Pre Bid Meeting will be held on 12.03.2024 at 12.00 hrs. (**On-Line Meeting**). Bidder can send their queries as per format (Section - N) to Purchase Department (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting Based on request WTL will share meeting id / links for meeting. If there is any change in date and time, then will inform.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

4. BID DOCUMENT

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. MODIFICATION AND WITHDRAWAL OF BIDS

As per the bidding process available in the tender. The bidder cannot modify or withdraw its bid after submission.

7. LANGUAGE OF BID & CORRESPONDENCE

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

8. BIDDER'S SOLUTION

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

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9. EARNEST MONEY DEPOSIT (EMD) / TENDER FEE

The bidder shall furnish Online Receipt against payment of Tender Fees and Earnest Money Deposit

10. REFUND OF EMD

EMD will be refunded to the unsuccessful bidders without interest by following guidelines of circular 3975-F(Y) dated 28/07/2016 on final selection of Successful Bidders.

11. FORFEITURE OF EMD

EMD made by Bidder may be forfeited under the following conditions:

If Bidder withdraws the proposal before the expiry of validity period.

During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

If Bidder violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Bidder, if Bidder fails to:

- a) Accept the work order along with the terms and conditions.
- b) Furnish performance security.
- c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- d) Submitting false/misleading information/declaration/documents/proof/etc.

The decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

12. FORMS AND FORMATS

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

13. LACK OF INFORMATION TO BIDDER

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

14. CONTRACT EXECUTION

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty period. All delivery of the material will have to be completed within 45 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 75 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

15. TIME SCHEDULE FOR DELIVERY & INSTALLATION

Bidder must complete the supply and installation of 50% of the project within 60 days and remaining part within 75 days of receipt of the confirmed work order from WTL.

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16. LIQUIDATED DAMAGE / PENALTY

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

17. DEFECT LIABILITY PERIOD

The Contractor warrants that the Works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Equipment/Materials supplied and of the work executed.

Defect Liability Period shall be defined as:

- a) Defect Liability Period for each complete system shall be of five (05) years from the date of commissioning or handing over of the system whichever is earlier.
- b) Defect Liability Period for each of the site will be according to (a) as above.
- c) Accounts shall be settled in phased manner on calendar year basis after completion of Defect Liability Period for each of the site separately.

If during the Defect Liability Period any defect is found in the design, engineering, materials and workmanship of the Equipment/Materials supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Works caused by such defect.

The Contractor may, with the consent of the Purchaser, remove from the Site any Equipment/Materials or any part of the Works that are defective, if the nature of the defect and/or any damage to the Works caused by the defect is such that repairs cannot be expeditiously carried out at the Site. If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Works or any part thereof, the Purchaser may give to the Contractor a notice requiring that tests of the defective part of the Works shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Works passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Purchaser and the Contractor for the original part of the Works.

If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Works caused by such defect within a reasonable time (which shall in no event be considered more than fifteen (15) days), the Purchaser may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any money due to the Contractor or claimed under the Performance Securities.

If the Works or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Works or such part, as the case may be, shall be extended by a period equal to the period during which the Works or such part cannot be used by the Purchaser because of any of the aforesaid reasons. The Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Works or any part thereof, the Equipment/Materials, design or engineering or work executed that appear after Completion of the Works or

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any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Contractor

18. PATENTS & COPYRIGHT

If a third party claims that a product delivered by the Contractor to WTL infringes that party's patent or copyright, the Contractor shall defend WTL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor, provided that WTL.

- Promptly notifies Contractor in writing of the claim
- Allows Contractor to control and co-operate with Contractor in the defense and any related settlement negotiations.

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (which ever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

19. SUSPENSION OF WORK

WTL shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

20. TERMS OF PAYMENT

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., CPC High Court.

The payment shall be release as per following Schedule:

Sl. No.	Work Head	Pattern of release of payment	Remark
(i)	After installation and handing over of power plant, Performance testing, users' training, documentation, submission of site survey report 100%, submission of the copy of insurance Document and observing the performance of the system for 30 days from the date of commissioning Power Plant.	90% Payment on of executed work value shall be released, .	Payment shall be released against submission of required document subject to receipt of payment from the end customer, Hon'ble High Court, Calcutta.

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(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 installments (2% per year) subject to satisfactory performance on submission of maintenance report on regular basis.	Payment Shall be release against submission of Required Document subject to receipt of payment from the end customer, Hon'ble High Court, Calcutta.
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The materials shall be delivered at site according to the Bill of Materials mentioned in the BOQ. The contractor shall submit Invoice for releasing the payments as per table mentioned above. For all payment the contractor has to submit the copy of the insurance document.

21. GOVERNING LAWS

This contract should be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The selected vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The selected vendor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected vendor's entire obligation regarding any claim of infringement. The selected vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The selected vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

22. CORRUPT OR FRAUDULENT

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

23. BINDING CLAUSE

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

24. WORKMEN'S COMPENSATION

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

25. CONTRACTOR'S EMPLOYEES

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The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

26. SAFETY MEASURES

The Contractor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

27. EQUIPMENT

All tools & tackles necessary for the work shall have to be procured by the contractor unless otherwise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

28. TERMINATION FOR DEFAULT

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

29. BANKRUPTCY

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

30. FORCE MAJEURE

It is hereby defined as any cause, which is beyond the control of the Contractor or WTL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.

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- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.

- Constitute a default or breach of the contract.
- Give rise to any claim fro damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

31. INSURANCE COVERAGE

- a) The Contractor at his own cost shall arrange, secure and maintain all insurances as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Purchaser against all perils detailed herein in the type and up to the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to the Purchaser. The identity of insurers and the form of policies shall be subject to the approval of Purchaser which shall not be unreasonably withheld. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract including the extended period of Contract shall be of Contractor alone.

The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the names of the Purchaser, lender and the Contractor, wherein the beneficiary will be the Purchaser and the lender, and the Contractor will be the custodian. The Contractor shall, however, be authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers

- b) The proceeds of insurance shall be reimbursed to the Contractor after the replacement of the damaged/ lost/ short supplied items/ work are made good to the satisfaction of the Purchaser.
- c) Any loss or damage to the Equipment/ Materials during transportation, handling, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the Equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the Equipment/ Materials, damaged or lost. The

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transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Purchaser with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage. The Contractor shall also inform the Purchaser in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revitalization, renewal etc. as may be necessary well in time at his cost, risk and responsibility.

- d) The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, terrorist attacks, war risks etc. The scope of such insurance shall be adequate to cover the replacement/ reinstatement cost of the Equipment/Materials for all risks up to and including delivery of goods on ex-works basis and shall also cover transportation and other costs till the Equipment/ Materials are delivered, erected and installed. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all Equipment/Materials and to ensure their availability as per project requirements at its cost.
- e) The Contractor shall ensure that for all activities to be performed under the Contract viz. transportation, storage, erection, testing, commissioning etc. till the Works are handed over to the Purchaser; the insurance cover shall only be taken from Indian Insurance Companies.

32. WARRANTY

The OEM on behalf of bidder will warranty that product supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Contractor would be responsible for the up keep and maintenance of the Grid connected 20KW Solar PV installation and necessary deliverables under the scope of work during the entire warranty period, i.e. 5 years from the date of final acceptance of the system by the user. Within warranty period, entrusted OEM will replace, re-integrate faulty, buggy components. The Contractor/OEM shall not, without the express prior written consent of WTL, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period. Warranty will be invalid if the equipment is serviced by unauthorized personnel of misuse is detected.

33. WARRANTY SUPPORT & SLA

As per Section - S

34. PERFORMANCE BANK GUARANTEE (PBG)

As a guarantee for timely delivery of service as well as quality performance of the job, as mentioned in Scope of Work, from the date of final acceptance of job and pertaining to proper execution of job. The bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized/scheduled bank valid for 180 days beyond the final completion period. PBG to be submitted within 15 days from the date of issuance of order. On receipt of PBG, the EMD will be returned to the successful bidder without any interest. Performance Bank Guarantee to be submitted from any nationalized bank as per format enclosed (Section – Q).

35. SI/BIDDER/CONTRACTOR'S RESPONSIBILITIES

Refer Section – B (Scope of Work & Responsibility)

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36. NO WAIVER OF RIGHTS

Neither the inspection by WTL or any of their agents nor any order by WTL for payment of money or any payment for or acceptance of the whole or any part of the works by WTL, nor any extension of time, nor any possession taken by WTL shall operate as a waiver of any provision of the contract or of any power reserved to WTL, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

37. ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

38. PERIOD OF VALIDITY OF OFFER

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

39. TAXES & DUTIES

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade Licence, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide "Waybill". However, statutory charges, if any will be borne by the bidder.
- GST component of the invoice of the bidder may be kept on hold in case there ia any mismatch / irregularity in GST return filling on the part of the bidder.

40. DISCREPANCIES IN BID

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

41. BID DUE DATE

The online tender has to submitted not later than the due date and time specified in the Important Dates Sheet. WTL may as its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

42. OPENING OF BID BY WTL

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Bids shall be opened and downloaded electronically through operation of the process in the e-Tender portal in presence of Tender Committee. Bidders interested to remain present during electronic bid opening may attend the bid opening session at WTL premises at scheduled date & time.

43. CONTACTING WTL

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WTL, it should be in writing following the procedure mentioned hereinabove.

44. WTL'S RIGHT TO REJECT ANY OR ALL BIDS

WTL reserves the right to 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 the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

45. BID CURRENCIES

Prices shall be quoted in Indian Rupees, inclusive of all prevailing GST, levies, duties, cess etc.

46. PRICE

- Price should be quoted in the Price Bid format only. No deviation in any form in the Price Bid sheet is acceptable.
- Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of supply, installation & commissioning charges.

47. CANVASSING

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

48. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

49. FORMATS AND SIGNING OF BID

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

50. WITHDRAWAL OF BID

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

51. INTERPRETATION OF DOCUMENTS

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

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52. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

WTL reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

53. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.
- g) Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

54. ERASURES OR ALTERNATIONS

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

55. COMPLIANCE WITH LAW

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

56. CLARIFICATION OF BIDS

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

57. GENERAL TERMS

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL

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reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.

- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscription is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) Supporting technical brochures / catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.
- i) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- j) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- l) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- m) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

58. CONSORTIUM BIDS

Bids may be submitted by a single bidder or by a consortium of bidders, as follows:

- i) Bidder” shall mean Bidding Individual or a Bidding Firm or a Bidding Company or Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require. Bidder shall have legal statute as per relevant applicable law of India
- ii) “Bidding Company” shall refer to such single Bidding Individual / Bidding Partnership Firm / Bidding Company / Limited Liability Partnership having legal entities that has submitted the Bid in accordance with the provisions of this Tender
- iii) “Bidding Consortium” or “Consortium” shall refer to a group of legal entities that has collectively submitted the Bid in accordance with the provisions of this Tender (All of the member of Bidding Consortium must be registered in India)

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- iv) “Member of a Bidding Consortium” or “Member” or “Consortium Member” shall mean each legal entity in the Bidding Consortium, which has executed the Consortium Agreement as provided in Form section of the tender of this tender
- v) “Lead Member of the Bidding Consortium” or “Lead Member” shall mean the Member who submits the Bid and so designated by other Member(s) of the Bidding Consortium in accordance with the Consortium Agreement Specified in Form of this tender.
- vi) Bidder must meet the eligibility criteria independently as Bidding Company or as a Bidding Consortium.
- vii) A Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - i. They have a controlling partner in common, They receive or have received any direct or indirect subsidy from any of them; or
 - ii. They have the same legal representative for purpose of this bid; or
 - iii. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the WTL regarding this bidding process; or
 - iv. A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorized representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a Bidding Consortium; this results in disqualification of all such bids.
- viii) If the Bidder is a Bidding Consortium then-
 - i. Subject to the provisions of sub-clause (i) above, the Bid should contain the information required for each member of the Consortium;
 - ii. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format for consortium agreement given in this NleT, signed by all the members of the Consortium. The Lead Member shall incur liabilities and to receive instructions and payments for and on behalf of the Consortium. The Lead Member shall have main responsibility pertaining to execution of Project.
 - iii. The Lead Member shall be responsible for entire job. The Lead Member will fix the role and responsibility of each of the member of the consortium. At the time of acceptance of LoA, an agreement contains above should be there. Any deviation from the above said agreement till defect liability period will be treated as breach of contract and it may lead towards loss of eligibility of the bidder. It may results termination of contract on part of WTL.
 - iv. All the Consortium Members for any condition should fulfill the criteria as per NleT except exclusively required for Lead Member of the Consortium.

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- v.** Lead Member shall be solely responsible for timely completion of the project in all respect.
- vi.** The Lead Member of the Bidding Consortium after the award and signing of the Contract Agreement shall be obliged to continue to discharge their responsibility of the consortium for a period covering the entire project completion period including five (5) years of the comprehensive Maintenance period of the project.
- vii.** An individual Bidder cannot at the same time be a member of a Consortium applying for the bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the same bid.
- viii.** No Change in the composition of the Consortium will be permitted by Bidders during the Selection Process and during the subsistence of the Contract (in case the successful Bidder is a consortium).
- ix.** Members of the Consortium shall enter into an Agreement (herein after called as Consortium Agreement), for the purpose of submitting a Bid. The Consortium Agreement, to be submitted along with the Bid as per format provided in the NleT
- x.** Bidders and all the “Members of Bidding Consortiums” must have valid GST Registration, PF Registration other statutory registration for execution of this project as per laws of the land.

The Bid shall contain legally enforceable Consortium Agreement entered amongst the Members in the Bidding Consortium, designating one of the Members to be the “Lead Member”. Each Member of the Bidding Consortium shall duly sign the Consortium Agreement. In the absence of a duly executed Consortium Agreement, the Bid will not be considered for evaluation and may be rejected

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SECTION – F

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To
Webel Technology Limited
Plot – 5, Block – BP, Sector - V,
Salt Lake City,
Kolkata – 700091.

Sub: Supply, Installation and Implementation of Grid connected 20KW Solar PV installation at District Court Complexes at 75 locations in West Bengal

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit & Tender Fee: We have transferred EMD & Tender Fee amount online through e-Tender Portal.
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

WEBEL TECHNOLOGY LIMITED

Dated, thisday of2024

Thanking you, we remain,

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

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SECTION – G

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- Stage 1- Prequalification: The Eligibility Criteria (Section - C) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- Stage 2- Technical Evaluation: The Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section – I). Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further process.
- Stage 3 – Techno-Commercial Evaluation: After verification of all technical document, competent bidders will be selected for evaluated on a score of 100 marks. Bidders securing a minimum of 70 marks shall qualify for Financial Bid Evaluation.
- Stage 4 - Financial Bid Evaluation. The qualified bidders returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

2. TECHNO COMMERCIAL EVALUATION

The following shall be the technical evaluation criteria for the evaluation of Tenders for all bidders who shall become eligible in Stage 1, Prequalification. The bidders will be required to get minimum 70 marks out of the total assigned 100 marks to qualify for Stage 4: Financial Evaluation.

The following table provides the Technical Evaluation parameters and marks to be awarded:

Sl. No.	Criteria	Total Marks	Marking System	Documents Required
A	Technical Evaluation Criteria	100		
1	The bidder should have completed projects of minimum cumulative capacity of 500 KW (Each project must be 10 KW or more) in the field of Solar PV Plant Installation anywhere in India under order of any Government Department / Government Own Company/ Government organization/ Government Institution/ Parastatal / under any Government Program/ during preceding 05 (five) years ending on 31/12/2023	30	<ul style="list-style-type: none">• < 500 KW = 0• >500 KW = 15 Marks• > = 750 KW = 30 Marks	<ul style="list-style-type: none">• Copy of Customer Work order, self-attested.• Customer Contact (email, phone number) for each order submitted.• In case of consortium, cumulative capacity of all members is allowed. However, Lead bidder must have minimum 50 KW installed in individual capacity. <p>A List of All Orders must be submitted along with order copies as per format SECTION – K: DETAILS OF ORDERS EXECUTED BY BIDDER</p>
2	The bidder having sufficient experience and credentials for successful installation and commissioning of Solar PV Plants of minimum cumulative amount of Rs. 5 Cr (Each project must be	20	<ul style="list-style-type: none">- Total Project Value < 5 Cr = 0- Total Project Value ≥ Rs.5 Cr ≤ 7.5 Cr = 10 Marks- Total Project	<ul style="list-style-type: none">- Copy of Customer Work order, self-attested.- Customer Contact (email, phone number) for each order submitted.- In case of consortium,

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	Rs. 5 Lacs or more) in the field of Solar PV anywhere in India under order of any Government Department / Government Own Company/ Government organization/ Government Institution/ Parastatal / under any Government Program/ during preceding 05 (five) years ending On 31/12/2023,		- Value >7.5 Cr = 15 Marks - Total Project Value > 10 Crore = 20 Marks	cumulative capacity of all members is allowed. However, Lead bidder must have minimum order of Rs. 50 Lacs installed in individual capacity. A List of All Orders must be submitted along with order copies as per format <u>SECTION – K: DETAILS OF ORDERS EXECUTED BY BIDDER</u>
3	The bidder having sufficient experience and credentials for successful installation and commissioning of Solar PV Plants in West Bengal in the last five years at the end of 31st March 2023. Each PV plant must be 10 KW or higher capacity	20	<ul style="list-style-type: none"> • 5 Nos. PV Plant installation Projects = 5 marks • 5 to 10 Nos. PV Plant installation Projects = 10 marks • 10 to 15 Nos. PV Plant installation Projects = 15 marks • More than 15 Installations = 20 Marks 	Copy of order & completion certificate to be submitted. List of installations in each work order must be submitted in a separate table for evaluation. In case of consortium, all members of consortium may cumulatively meet the criteria. However, lead bidder must have minimum 5 installation in West Bengal
4	Technical Proposal: The bidder shall be required to visit minimum 20% of the sites and submit a detailed project implementation proposal including: <ul style="list-style-type: none"> • Proof of site visit – Pictures, coordinates etc. • Site description, roof top diagram of Plant layout • Technical feasibility report • Project implementation plan 	30	<ul style="list-style-type: none"> • 20% site survey report = 10 Marks • >30% site survey report accepted = 20 Marks • >40% Site Survey reports submitted = 30 Marks 	Detailed Technical presentation with site survey reports attached.

Note: Bidders must score minimum 70 marks out of 100 to qualify for financial bid evaluation.

3. FINAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of Techno Commercial Evaluation will be evaluated. The bidder who has qualified in the Techno Commercial Evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

4. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the lowest quoted bidder. A negative determination will result in rejection of bidder's bid, in which event WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

- a) The commercial evaluation would be based on L1, i.e. the bidder with the least commercial quote shall be eligible for award of contract. L1 Bidder shall be awarded the contract, provided the overall project is within the budget.

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- b) Due to exigency of the project, the job contract may be awarded to more than one eligible party at L1 rate. The distribution of quantities will be, if two parties are awarded, then at the ratio of 70:30 (70% quantity to L1 bidder). If L2 bidder does not accept L1 rate then L3 bidder will be asked, so on.
- c) The decision set forth in Pt (a) or Pt (b) will be taken by the tender committee members prior to award of contract.
- d) WTL reserves the right to negotiate and finalize the project contract value, prior to award of contract.

5. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, Directorate of es may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

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SECTION – H

GUIDANCE FOR E-TENDERING

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

- **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 through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.

- **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.

- The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

- **Participation in more than one work:**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.

- **Submission of Tenders:**

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

The proposal should contain scanned copies of the following in two covers (folders).

Techno Commercial Cover:

Technical Document 1 (scanned & join in pdf format then upload)

1. NIT Declaration duly stamped & signed in letter head of bidder (Section – T)
2. Other Documents

Technical Document 2 (scanned & join in pdf format then upload)

1. Bid Form as per format (Section – F)
2. Other Documents

Technical Compliance (scanned & joins in pdf format then upload)

1. Technical Specification with Compliance Statement (Section – J)
2. Other Documents

Financial Cover:

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

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NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:

(In each folder, scanned copy will be uploaded with single file having multiple pages)

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • GST Registration Certificate • PAN • Trade License • As required
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • As required
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • As required
C	CREDENTIAL	CREDENTIAL 1	Documents of Section – B
		CREDENTIAL 2	<ul style="list-style-type: none"> • Product brochure • Other documents, if any
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – P)
		DECLARATION 2	Financial Capability of Bidder as per format (Section – L)
		DECLARATION 3	Bidder's Details as per format (Section – M)
		DECLARATION 4	Details of Order Execution as per format (Section – K)
		DECLARATION 5	As required
F	FINANCIAL INFO	P/L & BALANCE SHEET 2019-2020	P/L & BALANCE SHEET 2019-2020
		P/L & BALANCE SHEET 2020-2021	P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE SHEET 2021-2022	P/L & BALANCE SHEET 2021-2022

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SECTION – I

BILL OF MATERIAL

Schedule of Work for each SPV System of Array Capacity 20 kWp will include but not limited to the following:

Sl. No.	Item Description	Qty.	Unit
1.	Supply of ALMM approved Mono Perc PV Module each of minimum 540 Wp capacity with a total minimum installed capacity of 20 kWp	75	Sets
2.	Supply of 1 Set of Solar PV Module mounting structure hot dipped galvanized complete with nut, bolts, flat washers and spring washers suitable for 20 kWp modules in Sl 1	75	Sets
3.	Supply of Grid Connected Solar Inverter of 20 kW / 22 kVA capacity as per specifications complete with GPRS based remote monitoring system	75	No
4.	Supply of Array Junction Box as per specifications	75	Nos
5.	Supply of Grid Interfacing Panel as per specifications	75	Nos
6.	Supply of Inverter interfacing panel with Class I energy meter as per specifications	75	Nos
7.	Earthing System consisting of GI based earthing rods, earth enhancement compounds and PVC covers as per specifications - 2 Nos for each site	150	Nos
8.	Earthing System consisting of Copper Bonded earthing rods, earth enhancement compounds and PVC covers as per specifications - 2 Nos for each site	150	Nos
9.	AC Cables as per site requirements	75	Lots
10.	DC Cables as per site requirements	75	Lots
11.	GI Strip and earthing cables as per site requirement	75	Lots
12.	Fire extinguishers 6 kgs ABC Type	75	Nos
13.	Project Signage as per specifications	75	Nos
14.	Supply of Module cleaning arrangement complete with uPVC pipes, taps, buckets and wipers	75	Sets
15.	Installation and Commissioning Charges for each site including, Civil Foundation, AC, DC Cabling, Inverter, AJB, IIP, GIP installation, earthing system and all other works required for functioning of the grid connected solar PV power plant of 20 kWp capacity (price should be inclusive of 5 Years warranty support for all items supplied)	75	Jobs
16.	Quarterly Maintenance Visits including module cleaning, Inverter cleaning and tit bit routine maintenance as required for the entire duration of 5 years warranty support	1500	Jobs

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SECTION - J

TECHNICAL SPECIFICATION WITH COMPLIANCE STATEMENT

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024)

1. Minimum Specification (SPV Modules)

Sl. No	Specification	Requirement	Compliance (Yes/ No)	Compliance with document cross reference
1	Manufacturer	Must be ISO 9001 certified and must be ALMM approved. Please enclose certificate and Sl No of ALMM approval		
2	Module Technology	Mono perc, 72 x 2 half cut cells		
3	Minimum Module capacity	540 Wp or more with no negative tolerance		
4	Module certifications	1. BIS as per MNRE requirements 2. IEC 61215 / IS 4286 3. IEC 61730 4. IEC 61701 / IS 61701 5. IEC 62804		
5	Pv Module Junction Box	Must be IP65 or above, bypass diodes need to be provided		
6	Frame of PV module	Anodized aluminum frame		
7	Manufacturers Authorization Form (MAF)	Manufacturer of the PV Module must provide tender specific MAF to the bidder for the project. MAF should clearly announce the manufacturer's warranty offered for this project.		

2. Minimum Specification Grid Connected Solar Inverter of capacity 20 kW with remote monitoring system Solar Inverter

Sl	Specification	Requirement	Compliance (Yes/ No)	Compliance with document cross reference
1	Type of Inverter	Transformerless Grid Connected Solar Inverter		
2.1	Inverter Rating kVA	Rated - 22 kVA		
2.2	Inverter Rating kW	Rated - 20 kW		
3.1	Input DC Voltage Maximum	Minimum 110 VDC		

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3.2	MPPT Voltage Range	Minimum 200VDC -1000VDC		
3.3	Number of MPPTs	Minimum 2 Numbers capable of symmetric and asymmetric stringing		
3.4	Number of Inputs	Minimum 4 with 2 Nos per MPPT		
3.5	Rated Input Current per MPPT	30 Amps per MPPT		
3.6	Maximum Short Circuit Current per MPPT	40 Amps per MPPT		
4.1	Rated Voltage with Variation	400/415VAC Rated +/- 20%		
4.2	Frequency	50 Hz rated and range +/- 10%		
4.3	THDi	< 3% of rated power		
4.4	DC Current Injection	<0.5% of rated current		
4.5	Power Factor	>0.99 adjustable between 0.8 lagging and leading		
5.0	Protections	<ol style="list-style-type: none"> 1. DC Switch inbuilt 2. Anti Islanding Protection 3. AC over current protection 4. Type II AC and DC surge arrestors 5. Insulation detection 6. Leakage detection 		
6.1	Ingress Protection	Degree of Protection IP65 minimum		
6.2	Night Self Consumption	< 1 W		
6.3	Cooling	Natural / Forced Cooling		
6.4	Operating Temperature	-25 deg C to + 60 deg C		
7.1	Man Machine Interface	Through LCD display		
7.2	Communication Ports	Bluetooth – For communication with smart phones both on android as well as iphone. Bluetooth communication will allow for visualizing of inverter running parameters, software update, download generation data.		
7.3	Communication Ports	RS485 – MODBUS for connecting to a central remote monitoring equipment		
7.4	Communication Port	RS232 for serial data communication		
7.5	Monitoring requirements	Through remote cloud portal – accessible through web browser and mobile phone app. Data from inverter should be transmitted to the remote portal through WIFI or GPRS.		
7.6	Cloud Portal	Three tiered remote monitoring with password restricted access for each		

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		<p>level</p> <ul style="list-style-type: none"> - Level 1 for the entire project for all the plants in the project - Level 2 for the system integrators for the plants executed by that specific system integrator - Level 3 for the Individual plant <p>Cloud portal will store data for minimum 7 years data will compromise of</p> <ol style="list-style-type: none"> 1. Chart for daily generation 2. Chart for monthly generation 3. Chart for yearly generation 4. Fault data <p>All data should be downloadable in excel</p>		
8.1	Certifications	<ol style="list-style-type: none"> 1. IEC 61727 2. IEC 62116 3. IEC 62109 4. IEC 61683 5. IEC 60068 6. IEC61000 <p>Please attach both the test certificates and the detailed test reports.</p>		
8.2	BIS	Inverters must be BIS certified for IS 16221 and IS 16169 – please provide the registration number		
9.0	Inverter Enclosure	Aluminum Die cast enclosure preferably with forced cooling		
10.0	Inverter Manufacturer Credentials	<ol style="list-style-type: none"> 1. Inverter manufacturer must have their own service center in Kolkata – please provide trade license of the location 2. Inverter manufacture must arrange for factory inspection for the offered items prior to dispatch 3. Inverter manufacturer must have ISO 9001 – please enclose certificate 		
11.0	Manufacturers Authorization Form (MAF)	Manufacturer of the Inverter must provide tender specific MAF to the bidder for the project. MAF should clearly annunciate the manufacturer’s warranty offered for this project.		

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3. Minimum Specification Module Mounting Structure

S1	Specification	Requirement	Compliance (Yes/ No)	Compliance with document cross reference
1	Material	MS structure hot dip galvanized		
2	Certification	IS certified members should be used Jindal / Tata preferred		
3	Tilt angle	Should be between 22-24 deg and should be oriented towards the south		
4	Galvanization	Minimum 80 microns		
5	Material for accessories	Structure should be interconnected only using GI nuts and bolts and spring washers		
6	Mounting on Roof	Roof mounting should be done either using dead load concept or by using chemical anchoring. Even in case of chemical anchoring suitable PCC pedestals must be used to prevent water ingress		
7	Design	The design of the PV module structure has to be vetted by a structural engineer with supporting STAAD report and it should withstand wind speeds of 160 km/hr. Design document needs to be submitted for approval prior to execution.		

4. Minimum Specification Array Junction Box

S1	Specification	Requirement	Compliance (Yes/ No)	Compliance with document cross reference
1	Enclosure	UV protected Polycarbonate IP 65 enclosure with suitable polyamide glands for cable entry		
2	Input DC cable Entry and exit	Through Panel Mounted MC4 connectors. 2 Nos of Input should be considered for each MPPT tracker		
3	Surge Protective device	Minimum 1000 VDC rated Type II, 20 kA SPDs should be used. 1 Nos per MPPT tracker of the Inverter. SPD make Dehn / OBO / Mersen / Phoenix		
4	Earthing	Earthing Terminal should be provided through suitable terminal		
5	Mounting	AJB will be wall mounted and		

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		components in AJB will be Din rail Mounted.		
6	Cabling and Busbars	Cabling will be done with Type I DC cable, double insulated, weather proof, UV protected, tinned copper cables. Bus bars should be tinned copper		

5. Minimum Specification Inverter Interfacing Panel (IIP)

S1	Specification	Requirement	Compliance (Yes/ No)	Compliance with document cross reference
1	Enclosure	UV protected Polycarbonate IP 65 enclosure with suitable polyamide glands for cable entry		
2	Surge Protective device	Minimum 415 VAC rated Type II, 25 kA 4 Pole Three Phase SPDs should be used. SPD make Dehn / OBO / Mersen / Phoenix		
3	MCB	MCB should be Type C, 10kA Fault current of minimum capacity 63 Amps 4 Pole. MCB make will be ABB / L&T/ Siemens		
4	Earthing	Earthing Terminal should be provided through suitable terminal		
5	Mounting	IIP will be wall mounted and components in IIP will be Din rail Mounted.		
6	Cabling and Busbars	Bus bars should be tinned copper. Cables should be flexible Copper cables.		
7	Energy Meter	IIP should have a Class I accuracy Multi Function Energy meter which should measure the generation of the solar Inverter. Meter make should be Schneider / L &T or Secure		

6. Specifications of Grid Interfacing Panel (GIF)

Grid interfacing panel will be placed nearer to the grid before connecting to the customers meter.

S1	Specification	Requirement	Compliance (Yes/ No)	Compliance with document cross reference
1	Enclosure	UV protected Polycarbonate IP 65 enclosure with suitable polyamide glands for cable entry		

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2	MCB	MCB should be Type C, 10kA Fault current of minimum capacity 63 Amps 4 Pole. MCB make will be ABB / L&T/ Siemens		
3	Earthing	Earthing Terminal should be provided through suitable terminal		
4	Mounting	GIP will be wall mounted and components in GIP will be Din rail Mounted.		
5	Cabling and Busbars	Bus bars should be tinned copper. Cables should be flexible Copper cables.		
6	RYB Indicators	Should be provided both at Input and Output		

7. Specification of cables to be used in the project

Sl. No	Specification	Requirement	Compliance (Yes/No)	Compliance with document cross reference
1.	DC Cable	Minimum 4 sq mm double insulated weather proof, UV protected DC cables are to be used. Cables should be PV Type I cables and should be tin copper type preferred makes Lapp / Polycab. Dc cables should be routed indoor and outdoor through uPVC conduits of suitable sizes.		
2.	AC Cables	1. Indoor cables will be single / three and half or four core Cu cables PVC insulated. Cable make RR Kable / Polycab / Lapp. Minimum rating of the cables will be 10 sq mm. 2. Outdoor AC Cables will be three and half or four core Al cables XLPE insulated. Cable make will be Polycab or equivalent. Minimum rating of the cables will be 16 sq mm.		
3	Earthing Cables	1. Earthing cables for termination in Inverter will be flexible Yellow green Copper cables. 2. Earthing cables used for module structure mounting will be Aluminum Three core cables or GI strips can be used. 3. For System Earthing Three core 6 sq mm XLPE insulated Cu cable must be used. The same will be terminated in an earth bus bar		

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		which will be tinned copper type.		
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8. Minimum Specification of Earthing System

Sl. No	Specification	Requirement	Compliance (Yes/No)	Compliance with document cross reference
1.	For System Earthing	1. 2 (two) Nos Chemical Gel copper bonded earthing system of minimum 3 meters rod length with 25 Kgs of earth enhancing compound should be used. Suitable PVC cover should be provided for each earthing.		
2.	For Structure Earthing	2. 2 (two) Nos GI Chemical Gel earthing system should be used with minimum 3 meters rod length and 25 kgs of earth enhancing compound. Suitable PVC cover should be provided.		

9. Minimum Specification of Project Signage

Sl. No	Specification	Requirement	Compliance (Yes/No)	Compliance with document cross reference
1.	Project information Signage	The Project Signage will be made up of ACP (Aluminium Composite Panel) base of minimum size 3'x 2'. One (01) nos. project signage must be provided. Details of the project signage will be provided during execution phase.		

10. Specification of Fire Extinguishers

Sl. No	Specification	Requirement	Compliance (Yes/No)	Compliance with document cross reference
1.	Fire Extinguishers	ABC type dry power portable fire extinguishers of minimum capacity 6 kg shall be provided.		

11. Specifications for Module Cleaning Arrangement

Sl. No	Specification	Requirement	Compliance	Compliance with
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WEBEL TECHNOLOGY LIMITED

			(Yes/ No)	document cross reference
1.	Module Cleaning Arrangement	Water pipeline has to be created by the vendor using uPVC pipes and three numbers of uPVC taps at various points in the PV array yard for easy cleaning of the PV Modules. This pipeline will be connected to the customer tank on roof top. 1 Nos rubber wiper, 1 Nos 15L bucket and 1 Nos mug has to be provided for module cleaning for each site.		

NOTE: This is a turnkey project and various items like nut, bolts, insulators, cable lugs etc will be required for execution of the project and all such materials need to be considered by the bidder in their project scope even if not specifically mentioned. Bidders should consider these items while bidding.

- Bidder should submit all relevant data sheet/brochure of all quoted items and should also available in respective OEM's official website.
- Bidder should indicate items mentioned in the OEM data sheet / brochure by marketing as mentioned in minimum specification in the RFP
- Deviations to the Tender specification must be specified in the appropriate column (Specification (Quoted /Deviation – by the bidder)

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

WEBEL TECHNOLOGY LIMITED

SECTION – K

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024)

Sl. No.	Order No.	Order Date	Order Value	Cumulative capacity of the order (Considering similar type of work)	Completed (Yes/NO)	Name of the Customer	Contact details of the Customer

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

- A. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- B. Submit Customer Order Copy details of the order indicating the project value, customer contact details.

WEBEL TECHNOLOGY LIMITED

SECTION – I

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024)

FINANCIAL INFORMATION

Name of Bidder:

Sl. No.	Financial Year	Financial Information (Rs. / Crores)		
		Turnover	Net Profit	Net Worth
1	2018-19			
2	2019-20			
3	2020-21			
4	2021-22			
5	2022-23			

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

WEBEL TECHNOLOGY LIMITED

SECTION – M

BIDDERS'S DETAILS

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
5	Former name of the company, if any	
6	<p>Is the firm</p> <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
7	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.	
8	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
9	Total number of employees. Attach the organizational chart showing the structure of the organization.	
10	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
11	How many years has your organization been in business under your present name? What were your fields when you established your organization	
12	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply, 	

WEBEL TECHNOLOGY LIMITED

	Integration, O&M) ▪ IT Company	
13	Number of Offices in district head quarters in West Bengal	
14	Is your organization having ISO 9001:2015 certificates?	
15	List the major clients with whom your organization has been / is currently associated.	
16	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
17	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – N

PRE-BID MEETING QUERY

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

Note: The filled form to be submitted in XLS & PDF Format. There is a cut-off date for receiving of queries as specified in the Tender document. Queries received after the cut-off period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – O

Checklist for Eligibility / Qualification Criteria Compliance

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024)

Sl. No.	Eligibility Clause	Page No of Submitted Document Serial	Document Submitted
1	Bidder or Prime bidder with maximum two consortium partners is allowed to bid. Consortium Agreement to be submitted duly signed as per format (ANNEXURE-II).		Yes/No
2	The bidder / the Prime bidder with maximum two consortium partners must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.		Yes/No
3	The Bidder / Prime Bidder both shall have executed “Similar Nature” of the project in Government Department/PSU/Autonomous Body. References order copy or agreement copy for the project to be provided.		Yes/No
4	The Bidder / the Prime bidder with maximum two consortium partners should have their own office in Kolkata. Valid proof should be submitted along with bid.		Yes/No
5	The Bidder / the Prime bidder with maximum two consortium partners must have own office at each zone as mentioned bellow. Valid proof of office should be submitted.		Yes/No
	<ul style="list-style-type: none">North Zone – Darjeeling / Alipurduar / Kalimpong / Jalpaiguri / Coochbehar /Uttar Dinajpur/ Dakshin Dinajpur.		Yes/No
	<ul style="list-style-type: none">South Zone – Bankura / Birbhum / Hooghly / Nadia / Purba Bardhaman / Paschim Bardhaman		Yes/No
	<ul style="list-style-type: none">East Zone – Howrah / Kolkata / 24Pgn (N) / 24Pgn (S)		Yes/No
	<ul style="list-style-type: none">West Zone – Purba Medinipore / Paschim Medinipore / Purulia / Malda / Murshidabad.		Yes/No
6	The Bidder / Prime bidder should have his own call centre (number to be specified). OEM Call Centre number will not be treated as bidder’s call centre number. Call center details to be submitted duly stamped & signed.		Yes/No
7	The Bidder / Prime bidder must have service support center, with support personnel in each zone on own payroll. (Undertaking of HR on Letter Head). Mentioned Name, Qualification of the Engineers / staff of the bidder in own letterhead to be submitted.		Yes/No
8	The Bidder / Prime Bidder must have one Electrical Engineer(s) in direct Pay Roll. CV of Electrical Engineer, duly attested by HR Department on letterhead of Bidder to be submitted.		Yes/No
9	The Bidder / the Prime bidder with maximum two consortium partners should have valid Trade License, GST Registration		Yes/No

WEBEL TECHNOLOGY LIMITED

	Certificate & PAN. Bidder shall have to submit photocopy of the documents.		
10	Technical Eligibility Criteria: As per Section C, Point 10		Yes/No
11	Financial Eligibility Criteria: As per section C, Point 11		Yes/No
12	The Bidder / Prime Bidder shall submit Bid Form (Section – F) in letter head duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.		Yes/No
13	The Bidder / Prime Bidder shall submit NIT Declaration (Section - T) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.		Yes/No
14	The Bidder / Prime Bidder should have Electrical License. Valid proof should be submitted along with bid.		
15	The bidder shall submit Manufacturers Authorization Form (MAF) for the items from OEMs, meeting the minimum eligibility criteria for OEMs, specified in this NiET, Both the OEMs must have manufacturing setup in India, for the last 10 years or more (Self Declaration) and must comply with Make in India as per 2017/ 2020 DIPP guidelines. (Documentary evidence and certificates must be enclosed). a SPV Module b String Inverter		Yes/No
16	The bidder (Lead Bidder) should have ISO 9001 certification.		Yes/No
17	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.		

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – P

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024)

Sl. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – Q

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT –CUM-PRFORMANCE GUARANTEE

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Plot - 5, Block BP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____ (hereinafter called "The Contractor") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called "the said work order _____ dated _____)". We _____ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, _____ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of _____ Rupees _____) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for _____ Work Order no. _____ dated _____

(3) WE _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. _____ dated _____ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. _____ dated _____ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. _____ dated _____ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

(4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

WEBEL TECHNOLOGY LIMITED

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on this _____ day of _____.

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WTL.

WEBEL TECHNOLOGY LIMITED

SECTION – R

MANUFACTURER’S AUTHORIZATION FORM

Date.

To
Webel Technology Limited
Plot-5, Block-BP, Sector-V Salt Lake
Kolkata-700 091

Ref. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024

Whereas we are official producers of and having production facilities at do hereby authorize located at(hereinafter, the “Bidder”) to submit a bid of the following products produced by us, for the supply requirements associated with the above invitation for Bids.

When resold by these products are subject to our applicable standard end user warranty terms.

We assure you that in the event ofnot being able to fulfill its obligation as our service provider in respect of our standard warranty terms we would continue to meet our warranty terms through alternate arrangement.

We also confirm that is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 6 (Six) years from the day of this letter. We assure availability of spares for the products for the next three years after three years warranty.

We also confirm that the material will be delivered as per delivery schedule against above mentioned tender from the date of placement of confirmed order.

Name In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of

Dated onday of2024

Note. This letter of authority must be on the letterhead of the Manufacture and duly signed by an authorized signatory.

WEBEL TECHNOLOGY LIMITED

SECTION - S

SERVICE LEVEL AGREEMENT

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024)

Agreement for SLA will be signed between WTL and selected bidder before releasing the work order/purchase order.

Supply, Installation and Implementation of Roof Top Solar System with 5 years warranty at 75 designated Court Buildings across West Bengal.

2 business day resolution for Kolkata PIN code area & 3 business days resolution for rest of West Bengal with 95% uptime. SLA calculation with monthly basis. Penalty amount will be deducted from PBG / money held for warranty support (i.e 10% of the total contract value).

Resolution within	Penalty
<= 2 business day	Nil
>2 business days to <7 business days	Per day Rs. 100.00
> 7 business days to <15 business days	Per day Rs. 150.00
> 15 business days to < 21 business days	Per day Rs. 200.00
>21 business days	Per day Rs. 300.00

WEBEL TECHNOLOGY LIMITED

SECTION - T

NIT DECLARATION FOR BIDDER

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder’s Letter Head)

To
Webel Technology Limited
Plot – 5, Block – BP, Sector - V,
Salt Lake City,
Kolkata – 700091.

Sub: Supply, Installation and Implementation Roof Top Solar System with 5 years warranty at 75 designated Court Buildings across West Bengal.

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024 for Selection of Implementation Agency for Supply, Installation and Implementation of Roof Top Solar System with 5 years warranty at 75 designated Court Buildings across West Bengal published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2024

WEBEL TECHNOLOGY LIMITED

ANNEXURE I

LOCATION LIST

PROPOSED SOLAR PLANT INSTALLATION SITES			
Sl. No	District	Court Complex Name with Address	No. of Solar Plant sites
1	Bankura	Bankura Sadar Court Complex Address : DISTRICT JUDGE'S COURT, PO+PS+DISTRICT- BANKURA - 722101	3
2		Bishnupur Sub-Divisional Court Complex Address : BISHNUPUR COURT COMPLEX, BISHNUPUR,BISHNUPUR - 722122	1
3	Birbhum	SURI COURT COMPLEX Address : Suri District & Session Judges Court Complex, Birbhum, Pin Code -731101	4
4		RAMPURHAT COURT COMPLEX Address : Rampurhat Court Complex, Rampurhat, Birbhum,Pin Code - 731224	2
5		BOLPUR COURT COMPLEX Address : Bolpur Court Complex,Bolpur, Birbhum,Pin Code - 731204	2
6		DUBRAJPUR COURT COMPLEX Address : Dubrajpur Court Complex, Dubrajpur,Birbhum,Pin Code -731123	2
7	Cooch Behar	Tufanganj Court Complex Address : Tufanganj Court Complex, P.O & P.S - Tufanganj, Dist- Cooch Behar, Pin- 736160	1
8		Dinhata Court Complex Address : Dinhata Court Complex, P.O & P.S-Dinhata, Dist-Cooch Behar, Pin - 736135	2
9		Mathabhanga Court Complex Address : Mathabhanga Court Complex, P.O & P.S-Mathabhanga, Dist-Cooch Behar - 736146	0
10		Mekhliganj Court Complex Address : Mekhliganj Court Complex , P.O & P.S- Mekhliganj, Dist-Cooch Behar, Pin - 735304	1
11	Purba	Tamluk sadar Court Complex Address : Tamluk Court Complex, Tamluk PIN- 721636	1

WEBEL TECHNOLOGY LIMITED

12	Medinipur	Contai Sub-Divisional Court Address : Contai Court Complex, Contai PIN- 721401	1
13	Hooghly	Chandannagar Court Complex Address : Chandernagore Sub Divisional Court, Pin – 712136, Dist – Hooghly	0
14	Howrah	Howrah Civil Court Complex Address : Howrah Civil court Complex, 1 M.G. Road, Howrah, Pin-711101	3
15		Howrah Criminal Court Complex Address : Howrah Criminal court Complex, 1 M.G. Road, Howrah, Pin-711101	2
16		Uluberia Court Complex Address : ULUBERIA COURT COMPLEX, O.T. Road, Vill+PO- Uluberia, Pin-711315	1
17		Amta Court Complex Address : AMTA Court Complex Vill+PS+PO- Amta, Pin-711401	1
18	Jalpaiguri	NAWAB BARI COURT COMPLEX, MERCHANT ROAD, JALPAIGURI Address : Nawabbari Court Complex, Marchent Road, Pin-735101, District- Jalpaiguri	3
19	Kalimpong	Kalimpong Court Complex Address : Kalimpong Court Complex, Near SDO Office, Kalimpong, Dist. Darjeeling,	1
20		Gorubathan Court Complex Address : Gorubathan Court Complex, Mal Busty, PO- Fagu, Gorubathan Dist- Darjeeling. Pin- 735231	1
21	Kolkata	City Sessions Court Complex, Calcutta (Bankshall Court Complex) Address : City Sessions Court, Calcutta , 2&3 Bankshall Street Kolkata - 700001	1
22	Malda	Chanchal Court Complex Address : Chanchal Subdivision Court, PS+PO - Chanchal, PIN - 732123	1
23	Murshidabad	BERHAMPORE CIVIL COURT COMPLEX Address : Berhampore Civil and Criminal Court Complex, Pin - 742101, District- Murdhidabad	6

WEBEL TECHNOLOGY LIMITED

24		<p style="text-align: center;">BERHAMPORE CRIMINAL COURT COMPLEX</p> <p style="text-align: center;">Address : Berhampore Civil and Criminal Court Complex, Pin - 742101, District-Murdhidabad</p>	1
25		<p style="text-align: center;">LALBAGH CIVIL COURT COMPLEX</p> <p style="text-align: center;">Address : Lalbagh Civil and Criminal Court Complex, Pin - 742149, District-Murdhidabad</p>	1
26		<p style="text-align: center;">KANDI COURT COMPLEX</p> <p style="text-align: center;">Address : Kandi Court Complex, Pin - 742137, District- Murdhidabad</p>	2
27		<p style="text-align: center;">JANGIPUR COURT COMPLEX</p> <p style="text-align: center;">Address : Jangipur Court Complex, Pin - 742213, District- Murdhidabad</p>	4
28	Nadia	<p style="text-align: center;">Kalyani Sub-Divisional Court Address : Kalyani court complex, Post - Kalyani ,Dist-Nadia, pin: 741235</p>	1
29		<p style="text-align: center;">Tehatta Sub-Divisional Court Address : Tehatta Court complex . Dist-Nadia , Pin-741160</p>	1
30		<p style="text-align: center;">Nabadwip Sub-Divisional Court Address : Nabadwip court complex, Dist-Nadia, Pin- 741316</p>	1
31	North Parganas 24	<p style="text-align: center;">Barasat Sadar Court Address : District Judge's Court, Post & PS - Barasat, North 24 Parganas, Kol - 700124</p>	2
32		<p style="text-align: center;">Basirhat Sub-divisional court complex Address : Basirhat Sub-divisional court complex, Basirhat, North 24 Parganas, PIN - 743411</p>	4
33		<p style="text-align: center;">Barrackpore Sub-Divisional Court Address : Barrackpore Subdivisional court complex, Barrackpore, North 24 Parganas, Kol -700120</p>	1
34		<p style="text-align: center;">Bongaon Sub-divisional court complex Address : Bongaon Sub-divisional court complex, Bongaon, North 24 Parganas, PIN - 743235</p>	2
35	Uttar Dinajpur	<p style="text-align: center;">Islampur Sub-divisional Court Address : Islampur Subdivisional Court, New Town, Islampur, Pin-733202</p>	2

WEBEL TECHNOLOGY LIMITED

36	Dakshin Dinajpur	Gangarampur Sub-divisional Court at Buniadpur Address : Buniadpur Taluka Court Complex, Pin - 733121	1
37	Paschim Bardhaman	Durgapur Sub-Divisional Court Complex Address : City Center ADDA Building, Durgapur Court Complex, Pin-713216	1
38	Purba Bardhaman	Katwa Court Complex Address : Katwa Court Complex,Katwa, Pin-713130	2
39		Kalna Court Complex Address : Kalna ShyamGunj para court Compound, Pin-713409	1
40	Purulia	Raghunathpur Sub-Divisional Court Address : Raghunathpur Sub-Division Court, P.O and P.S Raghunathpur,Dist Purulia - 723133	1
41	South Parganas 24	Diamond Harbour Court Complex Address : DIAMOND HARBOUR COURT, P.O.+P.S.: DIAMOND HARBOUR, SOUTH 24 PGS, PIN - 743331	1
42	Alipurduar	Alipurduar District Court Complex Address : ALIPURDUAR COURT COMPPLEX, Pin - 736121, District- Alipurduar	1
43	Darjeeling	Darjeeling Sadar Court Complex Address : Darjeeling District Court Complex, Kutchury Compound, Darjeeling, Pin- 734101.	1
44		Kurseong Sub-Divisional Court Complex Address : Kurseong Court Complex, Camp Site, Ward No. 19, Krseong, Dist.- Darjeeling, Pin- 734203	1
45		Siliguri Sub-Divisional Court Complex Address : Siliguri Court Complex, PO & PS- Siliguri, Dist- Darjeeling, Pin- 734001	2
46	Paschim Medinipur	Khargapur Court Complex Address : Railway Magistrate Court, Kharagpur, Paschim medinipur, Pin - 721301.	1
		Total No. of sites	75

WEBEL TECHNOLOGY LIMITED

Annexure 2

CONSORTIUM AGREEMENT FORMAT

(Tender No. WTL/HC-CPC/SOLAR/23-24/075 dated 05.03.2024))

(TO be given on Rs.100 stamp paper)

This Consortium Agreement ("Agreement") is executed on this ___ day of _____, 2022 by and between [SEP], ("Lead Member"), a Company incorporated under the laws of [SEP] having its Registered Office at _____ (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns) of the First Part; [SEP]

And [SEP]

_____, a Company incorporated under the laws of [SEP] having its Office Registered [SEP] at _____ (hereinafter called the "Consortium Partner", which expression shall include its successors, executors and permitted assigns) of the Second Part. [SEP]

(Each Member individually shall be referred to as the "Member" or "Party" and both the Members shall be collectively referred to as the "Members" or "Parties" in this Agreement).

WHEREAS, WTL has issued Tender No XXXXXXXXXXXXXXXXXXXX (hereinafter "The Tender") for Request for Proposal (RFP) Document for **Revamping, Re-Design and Development of MPI&GC Grievance Management Portal, Govt. of West Bengal** and invited bids for this purpose.

AND WHEREAS, the Tender stipulates that the Lead Member may enter into a Consortium Agreement with another Company/ Corporate entity to fulfil the Technical Eligibility Criteria stipulated in Tender

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER

In consideration of the above premises and agreements all the Members in this Consortium agreement do hereby mutually agree as follows: ·

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that _____ shall act as the Lead Member for the Consortium.

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2. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations envisaged in this Agreement.

3. Subject to the terms of this Agreement, the Consortium Partner shall be responsible for providing technical knowledge required for the Tender to the Lead Member. Furthermore, Lead member and Consortium Partner shall enter into a separate definitive agreement (hereinafter referred to as "Definitive Agreement") with each other defining respective rights, duties, obligations, liabilities, etc. of both the parties for the performance of the obligations as per the Tender.

4. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Kolkata alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

5. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the Tender.

6. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the bid submitted to WTL and shall remain in full force and effect until the date of occurrence of any of the following events or conditions. whichever shall first occur: -

- a) Termination of the Tender; [SEP]
- b) Rejection of Bid submitted by the Parties in consortium with each other; [SEP]
- c) Contract/Bid is awarded to a third party; [SEP]
- d) The Lead Member decides not to submit the Bid. [SEP]

6. 1 Consequences of Termination/ expiry [SEP]

(a) Each Party shall handover all information, documents, materials, Confidential Information of the other Party as may be provided by such other Party in accordance with the terms of this Consortium Agreement within 15 (fifteen) days of termination of this Consortium Agreement.

(b) The Consortium Partner shall maintain all data, all necessary and required records, registers and accounts in respect of the services provided and shall furnish the same to Lead Partner on request.

7. In case the Consortium is declared as successful bidder and Contract is awarded to the Consortium, then Lead Member and Consortium Partner shall enter into Definitive Agreement defining respective rights, duties, obligations, liabilities etc. of both the parties for the performance of the obligations as per Tender. Further, the Consortium Members shall continue to be members of the Consortium and continue to fulfil their respective obligations/scope of work under this Consortium Agreement post award of the Bid/Contract, for the duration specified in the Tender.

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8. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of WTL.

9. Each Party to this Consortium Agreement shall bear its respective costs, expenses and liabilities as a result of its obligations and efforts under this Agreement. Neither Party shall have any right to any reimbursement, payment or compensation of any kind from each other during the period prior to the award of the contract by WTL nor, any other contract executed in consequence of this Consortium Agreement. However, it is clarified that this clause shall not apply over the Definitive Agreement entered into between both the parties as per this agreement.

10. This Agreement^[SEP](a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member; b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof: and^[SEP](c) May not be amended or modified except in writing signed by each of the Members and with prior written consent of WTL.

11. If at any time any dispute, differences or question arises between the Parties concerning the meaning, construction, interpretation, effect and scope of this Consortium Agreement regarding the respective rights and liabilities of the Parties under this Consortium Agreement, then such disputes, differences or question shall be amicably resolved through mutual discussions and negotiations ; if the Parties fail to resolve such dispute within 30 days of commencement of amicable settlement process such dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). The Arbitration procedure shall be conducted in English language at Kolkata. The arbitration award passed by the sole arbitrator (mutually appointed by the parties) shall be final and binding on the Parties.

12 Legal Relationship

12.1 Relationship between the Parties is on principal to principal basis. This Consortium Agreement does not in any respect make Consortium Partner an agent or a partner of the Lead Member nor does it establish any joint venture between the Parties or authorize the Consortium Partner to transact any business in the name of the Lead Member or to incur any obligation or liability for or on behalf of the Lead Member except as otherwise specifically set forth herein or as may be agreed upon specifically in writing.

12.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other Party.

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13. Indemnity

Each Party (the Indemnifying Party") shall indemnify, defend and hold harmless the other Party (the Indemnified Party") from any and all direct costs, losses, liabilities or expenses (including reasonable attorneys' fees) incurred by the Indemnified Party to the extent arising from the breach by the Indemnifying Party of any of its obligations under this Consortium Agreement.

Each Party acknowledges that monetary damages would not be a sufficient remedy for any breach of this Consortium Agreement by such Party and that the other Party would suffer irreparable harm as a result of any such breach. Accordingly, each Party will be entitled to equitable remedies, including but not limited to injunctive relief and specific performance for any breach or threatened breach of this Consortium Agreement by the other Party, in addition to any other rights or remedies available to such Party.

14. Limitation of Liability

No Party shall be liable towards the other Party for consequential, indirect, incidental, or special (including multiple or punitive) damages of any kind, including, but not limited to, lost orders, sales or profits.

15. Assignment

Neither party shall have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Consortium Agreement without obtaining prior written consent from the other party.

16. Severable Terms

The provisions of this Consortium Agreement are severable. If any provision is determined by a court of competent jurisdiction to be in valid, void or unenforceable under the existing law, that provision shall be modified to the extent necessary to make it enforceable. The remaining provisions of this Consortium Agreement or validity of this Consortium Agreement shall not be affected or impaired thereby.

17. Waiver and Amendment

No provision of this Consortium Agreement shall be modified or waived, except by a writing signed by an authorized person from each party in presence of two witnesses .Any failure or delay in asserting any provision or breach does not waive that or any other provision or breach. A waiver does not act as a waiver of any provision or breach on any other occasion.

Entire Agreement

This Consortium Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations, arrangements and understanding.

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Counterparts

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For ____

Witnesses:

1.

2.

For ____
[L]
[SEP]

1.

2.

This Agreement shall be executed in two counterparts that together shall constitute one and the same instrument. Each Party shall retain one counterpart.