

**CHHATTISGARH STATE POWER GENERATION COMPANY LIMITED
{A GOVERNMENT OF CHHATTISGARH UNDERTAKING}
{A SUCCESSOR COMPANY OF CSEB}**

TENDER SPECIFICATION

FOR

“EPC Package for Supply & Installation of Wet Limestone-Gypsum based Flue Gas Desulphurisation (FGD) and Auxiliary System, for 2X250 MW DSPM Thermal Power Station CSPGCL Korba East”

VOLUME I

SECTION I

NOTICE INVITING TENDER

TENDER No. -MSTC/CSPGCL RENOVATION FGD/T-06/21-22/ET/44

REVERSE AUCTION NO. -MSTC/CSPGCL RENOVATION FGD/T-06/21-22/RA/34

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VOLUME-I, SECTION- I
NOTICE INVITING TENDER (NIT)

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1.0 NOTICE INVITING TENDER (NIT) - ON DOMESTIC COMPETITIVE BIDDING (DCB) BASIS

1.1 INTRODUCTION

In order to comply with the regulations of Ministry of Environment, Forest and Climate Change (MoEF & CC) for gaseous emissions from thermal power projects. CSPGCL intends to award a contract on EPC basis for the implementation of Wet Limestone-Gypsum based Flue Gas Desulphurization System & its Auxiliaries to control Sulphur dioxide emission from the chimney at 2 X 250 MW, Dr. Shyama Prasad Mukharjee Thermal Power Station at Korba East, District, Korba (C.G.). Brief scope of work is as under:

Design, engineering, manufacture, supply, inspection and testing at supplier's works, packing, forwarding to site, transportation, unloading, storage, insurance, handling at site, all mechanical & C&I systems, electrical equipment & systems, steel structures, civil works including painting, erection & commissioning, start up, trial operation/ Initial operation, testing and performance guarantee testing, guarantee and warranty of the complete FGD & all associated auxiliaries including Three years O&M with spares.

Bidding for the subjected package is open to bidders from within the **Employer's country only**, subject to fulfillment of conditions specified in ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India".

1.2 INVITATION

Chhattisgarh State Power Generating Co. Ltd. [CSPGCL] (herein after referred to as the "Employer/Owner"), with its registered office at Vidyut Sewa Bhawan Parisar, Dangania, Raipur - 492013, Chhattisgarh State, India invites electronically secured tender (e-Tender) with provision for reverse bidding (reverse auction) on MSTC e-commerce portal from eligible and qualified Bidders from within the employer's country only, to bid for supply & installation of Wet Limestone-Gypsum based Flue Gas Desulphurization (FGD) and Auxiliary System consist of Mechanical Systems, Electrical Systems, Control & Instrumentation and Civil, Structural & Architectural works on single turnkey EPC basis for 2 X 250 MW Dr. Shyama Prasad Mukharjee Thermal Power Station at Korba East, District, Korba, Chhattisgarh State, India, along with Three (3) years operation and maintenance of the FGD plant including spares in accordance with the scope of work and the terms and conditions set down in the Tender Documents (includes Technical Specifications). The successful Bidder

shall be required to enter into a Contract (herein after referred to as “the Contract”) Agreement, in accordance with the ‘Form of Agreement’.

1.3 BIDDING DETAILS/TENDERING PROCEDURE

The bidding process shall be online and Terms & Conditions for Participation in the Tender shall be as under:

It is mandatory for prospective bidders to get themselves registered on **MSTC website** <www.mstcecommerce.com/eprochome/mstc> for Participation in the Tender.

A. INSTRUCTIONS TO BIDDERS FOR ONLINE REGISTRATION ON MSTC PORTAL:-

Bidders are requested to read these instructions and terms & conditions before registration on MSTC portal.

The Bidder may note that the following configurations will be required to be undertaken in their Internet Explorer browsers for smooth functioning of the website and the e-auction portal.

The system requirements are as follows:

- Operating System- Windows XP Service Pack 3 or above
- Web Browser- IE 11 and above.
- Active-X Controls Should be enabled as follows:

Tools =>Internet Options =>Security =>Custom Level => Enable all Active-X Controls =>Disable “Use Pop-up Blocker”

- Java (JRE7 and above)

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e., Remove the tick from the tick box mentioning “Enable Protected Mode”.

- Other Settings:

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

(a) Registration

All intending Bidders are required to register their firms/ companies as Vendors with the above mentioned website of MSTC. For online registration, the Bidder is required to click on the link “Register as Vendor” provided on the above webpage. The Bidder needs to fill up the online form with appropriate details and submit. The Bidder should note that it is required to create its own “User ID” and “Password” during the process of filling up this form and no separate communication will be sent for User ID and Password. The Bidder shall itself remain responsible for maintaining the secrecy of its User ID and Password.

Upon successful submission of the online registration form, the Bidder shall receive an e-mail in its registered e-mail address confirming the registration. The Bidder can then login to the same website as mentioned above through the Vendor “Login” section. The Bidder shall need a valid Digital Signature Certificate (DSC) along with User ID and Password to login. The DSC which shall be used during the first login shall get mapped with the User ID and the same DSC shall have to be used for all subsequent logins and bidding.

A Bidder needs to register only once with the above website. The same registration can be used for bidding in various tenders being processed in the above website. If the Bidder is already registered as per the above mentioned process, then no new registration is required and Bidder can use the old registration details.

(b) Payment of Cost of Tender Documents

The Tender Documents can be viewed and downloaded from the website of MSTC Ltd, only against payment of the cost of Tender Document of Rs. 25,000/- + Rs. 4,500 (18% GST) (Total Rs. 29,500/-). No hard copy of tender Documents shall be issued. The Cost of Tender documents shall be paid online. The cost of tender Document, once submitted, shall not be refunded in any case. The bank A/c details for payment of cost of Tender Document are as below:

Name of Bank	IndusInd Bank
Branch Name	Raipur, Raipur – 492001
Branch Address	Krishna Complex, Lal Bahadur Shastri Square, Jail Road, Raipur – 492001, Chhattisgarh
RTGS/NEFT/IFSC Code	INDB0000027

Account Type	Current Account
Account No.	201001334242
MICR Code	492234002
Name of the Company	MSTC Limited
PAN	AACCM0021E
GST No.	22AACCM0021E1ZH
Address of the Office	Hall No. 6 & 7, Third floor, Udyog Bhawan, Telibandha, Raipur – 492001, Chhattisgarh
Contact Person	Mr. Ravi Shekhar
Email ID	rshekhar@mstcindia.co.in
Mobile	+919662052481

After remittance of the payment of cost of tender document, the Bidder should send the details of payment like remitting bank, date of payment, UTR number, amount, name of the remitter and name of the Bidder as registered in MSTC's website through e-mail to unneti@mstcindia.co.in and rrkhalkho@mstcindia.co.in

It may be noted that viewing & downloading of tender documents against this tender shall be allowed only to those Bidders who have paid the requisite cost of tender documents.

For any type of clarifications regarding e-tendering process, bidder may contact to following person(s)

Contact person (MSTC Ltd):

Sl. No.	Name of Contact Person	Email	Land Line No	Mobile No

1	Ms Unneti Saini	unneti@mstcindia.co.in	0771- 2432481	+917471118456
2	Mr Raj Rohit Khalkho	rkhalkho@mstcindia.co.in		+919127754867

B. INSTRUCTIONS TO BIDDERS FOR BID SUBMISSION ON MSTC PORTAL:-

Bidders are requested to read these instructions and terms & conditions before submitting their Bids in online e-tender.

CSPGCL shall be floating an e-tender to carry out the entire tendering process for awarding the contract for Flue Gas Desulphurization (FGD) and Auxiliary System consist of Mechanical system, Electrical Systems, Control & Instrumentation and Civil, Structural & Architectural works and three year O&M of FGD & Auxiliary system on single turnkey EPC basis for 2 X 250 MW Dr. Shyama Prasad Mukharjee Thermal Power Station at Korba East, District, Korba Chhattisgarh State, India. This tender shall comprise of two stages. The details of tendering procedure & its two stages are described hereunder.

(a) Stage-I Bid Submission (e-tender):-

This stage will comprise of Three Envelope Bidding system whereby

- (i) **“Envelope-1 (EMD/Bid Security)”** shall contain Bid Security (EMD) in the form of Bank Guarantee/Demand Draft, Power of Attorney, Deeds of Joint Undertaking (if applicable) and Pre Contract Integrity Pact.
- (ii) **“Envelope-2 (Techno-commercial Bid)”** shall contain “PQR supporting document and Techno-commercial Bid”.
- (iii) **“Cover-3 (Price Bid)”** shall contain “Price Bid”.

Further details about contents of each of Envelope-1 (EMD/Bid Security), Envelope-2 (Techno-commercial Bid) & Cover-3 (Price Bid) and the methodology for submission of Envelopes and Cover have been described in ITB Section of bidding documents.

This stage shall be open to all Bidders from within the employer’s country only, subject to fulfillment of conditions specified in ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”, who have purchased the Tender Document. In this process, the Bidder, after logging in

to the above stated website, will have to click on the link “AUC Floor Manager.” Thereafter the Bidder has to click on Live Events and then on the e-tender number. The Bidder will be directed to a screen where it can “Save” the Envelope-1 and Envelope-2. After saving Envelope-1 and Envelope-2, the link/button for Price Bid (button named “COVER 3”) shall get activated.

(b) Upload documents:-

The Bidder shall have to upload the supporting documents with respect to the Envelope-1 (EMD/Bid Security), Envelope-2 (Technical & Commercial bid) & Cover-3 (Price Bid) as required under the Bidding Document. These supporting documents will need to be uploaded in **pdf** format only (the file size should be limited to 4 MB; in case of larger files, they may be split into multiple files with suitable nomenclature). Files in formats other than pdf shall not be accepted. For this, the Bidder shall first have to click on the link “**Upload Docs**” and upload the files in support of its Envelope-1 (EMD/Bid Security), Envelope-2 (Technical & Commercial bid) & Cover 3 (Price Bid) as follows:

- (i) “**QP Part-I**” for uploading Envelope-1 (EMD/Bid Security) documents [No documents need to be uploaded as the documents in support of Envelope-1 (EMD/Bid Security) are to be submitted in physical form at CSPGCL corporate office in Raipur on or before the Closing date & time for submission of physical Envelope-1 as given in the bidding schedule in NIT, as per requirement of Bidding document].
- (ii) “**Techno Commercial Part-II**” for uploading Envelope-2 (Techno-commercial Bid) documents. Under this option, all Technical ,Commercial and PQR Documents ,along with supporting documents as per requirement of bidding documents need to be uploaded.
- (iii) “**Price Bid Part-III**” for uploading documents in support of Cover-3 (Price Bid). Under this option, all supporting documents in support of its Price Bid i.e. Price related attachments/documents/information, as per requirement of bidding documents need to be uploaded.

(c) Cover-3 Price Bid:-

For uploading the price bid, the links “Download” and “Upload Price” are to be used to download/upload the excel file. Bidders need to first download the excel file and fill the applicable cells. For uploading, the “Browse” link is to be used to select the excel file and “Upload And Save Encrypt File” link is to be used to save the Price.

Note: No change in the excel format/file name is to be made while uploading the file.

The Bidder can edit such data as many times as it wishes till the final submission is made by clicking the “Final Submission” button.

The final submission of Envelope-1 (EMD/Bid Security), Envelope-2 (Technical & Commercial bid) and Cover-3 (Price Bid) shall be digitally signed by the Bidder using the digital signature, which was used at the time of registration. Any Digital Signature Certificate (DSC) other than the above shall not be acceptable for Bid submission by the system.

The Bidder may note that the “Final Submission” button for Envelope-1 (EMD/Bid Security), Envelope-2 (Technical & Commercial bid) and Cover-3 (Price Bid) is common and will be activated only after Envelope-1 (EMD/Bid Security), Envelope-2 (Technical & Commercial bid) and Cover-3 (Price Bid) have been saved.

The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has clicked on the “Final Submission” button. It may be noted that the bids of such bidders who have not clicked on the “Final Submission” button after saving of Envelope-1 (EMD/Bid Security), Envelope-2 (Technical & Commercial bid) and Cover-3 (Price Bid) will not come up on MSTC’s portal for opening/further processing. Only such Bids will come up on MSTC’s portal for opening/further processing which have been finally submitted.

Upon successful final submission, the Bidder shall receive a Bid acknowledgement from the system automatically.

The Bidders may note that the Envelope-1 (EMD/Bid Security), Envelope-2 (Technical & Commercial bid) and Cover-3 (Price Bid) submitted online as above will be encrypted by the MSTC’s own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.

About Digital Signature Certificate (DSC)

A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the electronic reverse auction on MSTC’s website. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a class III DSC of signing type from any Certifying authority or their authorized agencies in India.

The Bidder may note that only one User ID will be mapped with a given DSC for the Authorized Representative. DSC once mapped with a particular User ID of a Bidder will normally not be changed and therefore Bidders are advised to carefully select

the DSC before forwarding the same to MSTC Limited for mapping.

The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder will submit online.

It will be the sole responsibility of the Bidder and its respective Authorized Representative to maintain the secrecy of the password for the Digital Signature Certificate. The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain / representation in this regard shall be entertained at any stage by MSTC Limited / Nominated Authority.

Delete / Modification/ Withdrawal of Bid

If after final submission of Bid and before the scheduled closing time for Bid submission a Bidder wishes to make changes in its Bid, it can do so by clicking the "Delete Bid" option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the Bidder acknowledging the deletion. The Bidder will be able to save and submit its new Bid again. If a Bidder deletes its Bid and does not submit its new Bid in the same manner as stated above, its Bid will not come up for opening or further processing.

If after final submission of Bid and before the scheduled closing time for Bid submission a Bidder wishes to withdraw its Bid, it can do so by clicking the "Withdraw Bid" option. By withdrawing a Bid, a Bidder will lose the opportunity to re-submit its Bid.

The Bidders shall also note that online submission of Envelope-1 (EMD/Bid Security), Envelope-2 (Technical & Commercial bid) and Cover-3 (Price Bid) with supporting documents and offline submission of EMD/ Bid security in the form of Bank Guarantee/Demand Draft, Power of Attorney, Deeds of Joint Undertaking (if applicable) and Pre Contract Integrity Pact, all in original, at Corporate office, shall be allowed only up to Closing date & time, as specified in the bidding schedule in NIT. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last minute hiccup / technical problems. No complaints shall be entertained in this regard at any stage.

(d) Stage-II Bid Submission (Reverse Bidding/Reverse Auction)

After opening of Cover-3 (Price Bids) of qualified bidders whose Techno-commercial bids are found responsive as per Owner's requirement, Online Reverse bidding/Reverse Auction shall be conducted by the owner under Stage-II. Online Reverse bidding procedure shall be as described below:-

➤ Procedure of Reverse Bidding/Reverse Auction

- All Bidders have to submit their Price bid in Cover-3 on the website of MSTC during the stage-I of tender process.
- The lowest quotation of “Price bid” received during the stage-I of tender process will serve as the opening price (ceiling price) for Reverse Bidding/Reverse Auction round of the tender process.
- Bid decrement value shall be approximately 0.1% of the L1 cost or its integral multiple.
- Bidders, by offering a price equal to or lower than the “Next Valid Bid can become “L1” Bidder and this continues as an iterative process.
- If two or more than two bidders are eligible than Reverse auction process shall be carried out. However, if more than three bidders are eligible than Reverse auction process shall be carried out after removing the one (1) highest bidder (i.e. H1 bidder) based on evaluated price. Bidders are expected to take note of the same while quoting their prices.

➤ **Schedule for Reverse Bidding/Reverse Auction**

The Reverse Bidding shall be as per the following timings; however the schedule will be communicated later:

Online Reverse Bidding/Reverse Auction

- Start Time: To be intimated to shortlisted bidders
- End Time: To be intimated to shortlisted bidders

Bidding extension time: If a valid Bid is placed within 10 minutes of End Time of the Reverse Bidding, then Reverse Bidding duration shall get automatically extended for another 10 minutes from the existing end time. It may be noted that the auto-extension will take place only if a valid Bid comes in those last 10 minutes. If a Bid does not get accepted as the lowest bid, the auto-extension will not take place even if that Bid might have come in the last 10 minutes. The above process will continue till no Bid is received in last 10 minutes which shall mark the completion of Reverse Bidding. However, Bidders are advised not to wait till the last moment to enter their Bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.

- C. CSPGCL shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the MSTC website for any reason whatsoever.
- D. Bidders are requested to visit MSTC e-tendering website regularly for any

clarifications and /or due date extension updates.

- E. Bidders must positively complete online tendering procedure at <https://www.mstcecommerce.com/eprochome/mstc> within time.
- F. Bidder is required to upload the signed/digitally signed copy of requisite credential, questionnaire, Attachment. Annexures etc. as specified in the tender documents. Bidder is not required to upload the signed copy of complete tender documents.

1.4 BIDDING SCHEDULE

The bidding schedule is as follows:-

Sl. No.	Description	Details
1.	Cost of Bidding Documents	Rs. 25,000/- + Rs. 4,500 (18% GST) (Total Rs. 29,500/-) payable online at MSTC portal.
2.	Earnest Money Deposit / Bid Security	Rs. 5,00,00,000/- (Indian Rupee Five Crores only)
3.	Date of Issue of NIT	03.09.2021
4.	Start Date for sale of Tender documents on MSTC website against payment of cost of Tender documents	04.09.2021
5.	Closing date & Time for sale of Tender documents	20.09.2021
6.	Last date for submission of Pre-Bid queries from Bidders	22.09.2021
7.	Pre-Bid Conference	29.09.2021
8.	Responses to Pre-bid queries of Bidders	11.10.2021
9.	Bid Submission start date	12.10.2021
10.	Bid Submission end date & Time	22.10.2021, Time: 14:30Hrs (IST)
11.	Closing date & time for submission of physical Envelope-1 (EMD/Bid Security) containing EMD/ Bid security in the form of Bank Guarantee/Demand Draft, Power of Attorney(s), Deeds of Joint Undertaking (if applicable) and Pre Contract Integrity Pact	22.10.2021, Time: 14:30Hrs (IST)
12.	EMD/Bid Security and Technical & Commercial Bid opening date & Time	22.10.2021, Time: 15:00Hrs (IST)

13.	Price Bid opening	Shall be intimated separately by CSPGCL.
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Note:

1. Earnest Money Deposit / Bid Security : Earnest Money Deposit / Bid Security is to be furnished only in the form of “Demand Draft” or “Bank Guarantee”.
2. Demand Draft should be in favor of “Central Accounting Unit, CSPGCL, Raipur” and must be Payable at Raipur.
3. Only the Tenderer who purchases the tender can seek pre-bid clarification and participate in pre-bid conference.
4. In case, due date for submission & opening of tender happens to be a holiday, the same shall be shifted to the next working day for which no prior intimation will be given.
5. Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.
6. Any change/modifications/alteration in the tender documents is not allowed and such tender shall be liable for rejection.
7. Amendment/any further information related to these bids shall be available only on the website www.mstcecommerce.com/eprochome/mstc. For amendment and further information, if any, please visit above web site regularly. In case of any bid amendment and clarification, the responsibility lies with the bidders to collect the same from above web site prior to the deadline of submission of Bid. CSPGCL shall have no responsibility for any delay/omission on part of the bidder.
8. The Tender Documents are meant for the exclusive purpose of bidding against the subject scope of works and shall not be transferred, reproduced or otherwise used for purposes other than for which these are specifically issued.
9. Downloading of bid documents by any Bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted online and opened at the address given here under clause no.1.7. The bidders or their authorized representatives may witness tender opening. Bidder shall also furnish EMD/Bid Security, Deed of Joint Undertaking (if applicable) ,Power of Attorney or any other document as detailed in Bidding documents, separately in offline mode, by the stipulated bid submission end date and time at the address given here under clause no.1.7.

10. Corrigendum/Amendments, if any, issued for the tender shall form part and parcel of the tender documents and will be hosted/uploaded on the website www.mstcecommerce.com/eprhome/mstc > numbered consecutively. Bidders are requested to visit this website and take note of the Corrigendum's/Amendments, if any, before the submission of offer. CSPGCL shall not be responsible if any bidder fails to notice any Corrigendum/Amendment.
11. All other terms and conditions along with the Technical specifications, Time schedule, bid security, validity of bid and Instructions to Bidders, etc. are contained in the tender documents.
12. The Bidder shall submit the completed bid documents accompanied by the Bid Security amount on or before the scheduled date and time as specified. Any documents, which the bidders are required to submit in physical form as per the relevant clauses of the tender documents but received after the expiry of the time specified for receiving such documents, may make the bid liable for rejection.
13. CSPGCL takes no responsibility for delay, loss or non-receipt of Tender documents, bid documents or any letter sent either way.
14. For more details on Bid submission aspects and tender conditions refer to 'Instruction to Bidders', Section-III, Volume-I.
15. The offer must accompany the EMD/ Bid Security as indicated above failing which it will be summarily rejected.
16. No bid submission is possible / acceptable after completion of the bid submission date & time as stated in the Bidding Schedule of e-tendering.
17. The CSPGCL is not necessarily bound to accept the lowest offer.
18. All Bids are required to be submitted electronically through MSTC e-portal only. Bids submitted by E-mail, Fax, will not be considered. If the prices are revealed in Envelope-1 or Envelope-2, the bid shall not be considered.
19. "CSPGCL shall allow purchase preference, as indicated in the bidding documents, to bids from class-I local suppliers as defined in the bidding documents. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."
20. CSPGCL reserves the right to reject any or all bids or cancel / withdraw this tender without assigning any reason whatsoever and in such case no Bidder / intending Bidder shall have any claim arising out of such action.

21. QFGDM can participate either as a Bidder or as a Collaborator. However, in case QFGDM has Two Types of Wet Lime Stone based FGD Technologies then only QFGDM is allowed to participate in maximum two bids as under:

- (i) As a Bidder offering one type of Technology and as a Collaborator with another Bidder offering other type of Technology.
- (ii) As Collaborator with two different Bidders offering two different types of Technologies.

In such cases, Bidder would be required to provide documents/details including Patents in support of having two different types of Technologies offered separately in Two Different Bids.

- (iii) Any Bids not complying to conditions as specified above shall be rejected.
- (iv) Bidders may take into account the above mentioned provisions while making tie-ups with Associates/Collaborators for submitting their bids.

22. A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner will be rejected.

23. Notwithstanding anything stated above, the Employer reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder/ his Collaborator (s)/ Associate (s)/Subsidiary (ies)/ Group Company(ies) to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

The physical assessment shall include but not be limited to the assessment of the office/facilities/banker's/reference works by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.

1.5 PRE QUALIFYING REQUIREMENT (PQR)

1.0.0 Technical Criteria

The Bidder should meet the qualifying requirements stipulated in any one of the qualifying routes i.e Route-1 (clause 1.1.0) or Route-2 (clause 1.2.0) or Route-3 (clause 1.3.0) or Route-4 (clause 1.4.0) including requirements stipulated in sub clauses of respective Route. In addition, the Bidder should also meet the requirements stipulated under clause 2.0.0 together with the requirements stipulated under section ITB.

1.1.0 Route-1: Qualified Wet Limestone based Flue Gas Desulphurisation (FGD) System Manufacturer (QFGDM)

1.1.1 The Bidder should have designed, engineered, manufactured, supplied, erected /supervised erection and commissioned/ supervised commissioning of at least one (1) no. of wet limestone based Flue Gas Desulphurisation System, having flue gas treatment capacity of not less than 11,00,000 Nm³/hr., with desulphurisation efficiency of at least 85 %, operating in a pulverised coal fired power plant. The above wet limestone based Flue Gas Desulphurisation System should have been in successful operation for a period not less than one (1) year prior to the date of Techno- Commercial bid opening.

1.2.0 Route-2: Wet Limestone based Flue Gas Desulphurisation System Manufacturer with Collaboration and Technology Transfer Agreement with QFGDM

1.2.1 The Bidder should have designed, engineered, manufactured, supplied, erected/supervised erection and commissioned/ supervised commissioning of at least one(1) no. of wet limestone based Flue Gas Desulphurisation system having flue gas treatment capacity of not less than 6,00,000 Nm³/hr., with desulphurisation efficiency of at least 85%, operating in a pulverised coal fired power plant. The above wet limestone based Flue Gas Desulphurisation System should have been in successful operation for a period not less than one (1) year prior to the date of Techno- Commercial bid opening.

1.2.2 Bidder should also have a valid on going collaboration and technology transfer agreement with a QFGDM meeting requirements of clause 1.1.1 on its own, valid minimum up to the end of the defect liability period of the contract against instant tender. In such a case Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM

1.2.3 The Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it and the QFGDM, in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System as per format enclosed with the bidding documents. The DJU shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

- 1.2.4** In case of award of a project, the QFGDM will be required to furnish bank guarantee for an amount of 2% of the total contract price of the Flue Gas Desulphurisation System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.
- 1.3.0** **Route-3: Steam Generator Manufacturer / Indian JV company of Steam Generator manufacturer or QFGDM/ Indian Subsidiary company of Steam Generator manufacturer or QFGDM with Collaboration and Technology Transfer Agreement with QFGDM**
- 1.3.1 (a)** Bidder should have designed, engineered, manufactured / got manufactured, supplied, erected/ supervised erection and commissioned / supervised commissioning of at least one (1) no. of pulverised coal fired steam generator for 200 MW or higher capacity unit or having minimum 600T/hr. steaming capacity. Further, such Steam Generator should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid opening.

Alternatively

- (b)** The Bidder shall be a Joint Venture (JV) Company incorporated in India under the Companies Act of India, as on the date of techno-commercial bid opening, promoted by (i) an Indian Company registered in India under the Companies Act of India and (ii) a Steam Generator Manufacturer meeting requirements of clause 1.3.1(a) or a QFGDM meeting requirements of clause 1.1.1, created for the purpose of manufacturing / supplying in India steam generator sets/Flue Gas Desulphurisation System. The Steam Generator Manufacturer/QFGDM shall maintain a minimum equity participation of 26% in the JV Company for a lock-in period of 7 years from the date of incorporation of JV Company and one of the promoters shall be a majority stakeholder who shall maintain a minimum equity participation of 51% in the JV Company for a lock in period of 7 years from the date of incorporation of JV Company or up to the end of defect liability period of the contract against instant tender, whichever is later. Further, Bidder should have executed project(s)/order(s), during the last 5 years, with the total value of such project(s) /order(s) being INR 5,000 million or more as on the date of Techno- commercial bid opening.

Alternatively

- (c)** The Bidder shall be an Indian Subsidiary Company of a Steam Generator Manufacturer meeting requirements of clause 1.3.1(a) or an Indian Subsidiary Company of a QFGDM meeting requirements of clause 1.1.1, registered in India under the Companies Act of India, as on the date of techno-commercial bid opening,

for manufacturing/supply of Steam Generator sets/Flue Gas Desulphurisation System. The subsidiary Company shall remain a subsidiary company of the Steam Generator Manufacturer/QFGDM for a minimum period of 7 years from the date of incorporation of such Subsidiary Company or up to the end of defect liability period of the contract against instant tender, whichever is later. Further, Bidder should have executed project(s)/order(s), during the last 5 years, with the total value of such project(s)/order(s) being INR 5,000 million or more as on the date of Techno-commercial bid opening.

1.3.2 Bidder should also have a valid on going collaboration and technology transfer agreement with a QFGDM meeting requirements of clause 1.1.1, valid minimum up to the end of the defect liability period of the contract against instant tender. In such a case, Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.

1.3.3 The Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it, the promoter(s) having 25% or higher equity participation in the Subsidiary Company/ JV Company (as the case may be) and the QFGDM, in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System as per format enclosed with the bidding documents. The DJU shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

1.3.4 In case of award of a project, the QFGDM will be required to furnish bank guarantee for an amount of 2 % of the total contract price of the Flue Gas Desulphurisation System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.

1.4.0 Route-4: EPC Organization with Collaboration and Technology Transfer Agreement with QFGDM

1.4.1 The Bidder should be an Engineering, Procurement and Construction (EPC) organization and should have executed, in the last 10 years, projects on EPC basis (with or without civil works) in the area of power, steel, oil & gas, petro-chemical, fertilizer, Flue Gas Desulphurisation and / or any other process industry with the total value of such projects being INR 2,000 million or more. At least one of such projects (in single or multiple contracts) should have a total contract value of INR 800 million or more. These projects should have been in successful operation for a period of

not less than one (1) year prior to the date of Techno-Commercial bid opening.

- 1.4.2** Bidder should also have a valid on going collaboration and technology transfer agreement with QFGDM meeting requirements of clause 1.1.1, valid minimum up to the end of the defect liability period of the contract against instant tender. In such a case, Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings released by such QFGDM.
- 1.4.3** The Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it and the QFGDM, in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System as per format enclosed with the bidding documents. The DJU shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.
- 1.4.4** In case of award of a project, the QFGDM will be required to furnish bank guarantee for an amount of 2 % of the total contract price of the Flue Gas Desulphurisation System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.

Notes for clause 1.0.0

1. Definitions

- (i) "QFGDM" (Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer) means a manufacturer meeting requirements stipulated at 1.1.1.
- (ii) Whenever the term 'coal fired' is appearing above, "Coal" shall be deemed to also include bituminous coal/brown coal/ anthracite coal/lignite.
- (iii) "Flue Gas Desulphurisation System" or "FGD System" wherever appearing above shall mean consisting of at least Absorber System.
- (iv) The word "executed" in Clause 1.3.1 (b)/ Clause 1.3.1 (c) means the Bidder should have:

- In case of Project(s), commissioned the project(s) specified in the Clause 1.3.1 (b)/ Clause 1.3.1 (c) even if the contract has been started earlier and / or is not completed / closed.
- In case of Order(s), completed the scope of work under the order(s) specified in the Clause 1.3.1 (b)/ Clause 1.3.1 (c) even if the contract has been started earlier and / or is not closed.

2. Erection/Commissioning

Where erection / supervision of erection and commissioning / supervision of commissioning has not been in the scope of the Bidder as mentioned in clause 1.1.1, 1.2.1 & 1.3.1 (a), the Bidder should have acted as an advisor for erection and commissioning. Necessary documents / certificates from the client, in support of above shall be furnished along with the Techno-Commercial bid.

3. Direct / Indirect order

The Bidder/ QFGDM shall also be considered qualified, in case the award for executing the reference works has been received by the Bidder/ QFGDM either directly from owner of plant or any other intermediary organization. However, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the Bidder along with its Techno- Commercial bid in support of the Bidder's/ QFGDM's claim of meeting the qualification requirement as per clause 1.1.1, 1.2.1, 1.3.1(a) & 1.4.1 above. Further, certificate from owner of the plant shall also be furnished by the Bidder along with the Techno-Commercial bid for the successful operation as specified at clause 1.1.1, 1.2.1, 1.3.1(a) & 1.4.1 above.

4. Holding Company and Subsidiary (ies), of such Holding Company (held either directly or indirectly), collectively meeting the requirements for QFGDM [Applicable for Clause 1.2.0, 1.3.0 and 1.4.0]

- (i) A Holding Company along with its Subsidiary(ies), (held either directly or indirectly), collectively meeting the requirements of clause 1.1.1 and clause 2.2.0, shall also be collectively considered as QFGDM
- (ii) In such cases, Technical criteria specified at clause 1.1.1 shall be met either by the Holding Company or any one of the Subsidiaries of the Holding company. Technology Transfer Agreement, pursuant to Note 5, shall be signed by the Bidder

and the entity meeting the Technical criteria. Similarly, Financial criteria specified at clause 2.2.0 shall also be met either by the Holding Company or any one of the Subsidiaries of the Holding company.

- (iii) All such entities [Holding company and its Subsidiary(ies)] collectively meeting the requirements of QFGDM as per Note (4) (i) & (ii) above, shall necessarily be part of the DJU being submitted by the Bidder for successful performance of the FGD System as per format enclosed with the bidding documents, failing which the bidder shall be disqualified and its bid shall be rejected.

Further, all such entities [Holding company and its Subsidiary(ies)] collectively meeting the requirements of QFGDM as per Note (4) (i) & (ii) above, shall each be required to furnish separate bank guarantees as per the format enclosed with the bidding documents. Such Bank Guarantee shall be for an amount aggregating 2% of the total contract price of the Flue Gas Desulphurisation System Package for the awarded project divided equally among them, in addition to the contract performance security to be furnished by the Bidder. This bank guarantee requirement shall supersede bank guarantee requirement stipulated at clause 1.2.4, 1.3.4 & 1.4.4 for the QFGDM.

5. Technology Transfer Agreement(Applicable for Clause 1.2.0, 1.3.0 & 1.4.0)

The bidder shall have a technology transfer agreement as on the date of Techno-commercial bid opening between the Bidder & QFGDM which shall necessarily cover transfer of technological know how for Wet Limestone based Flue Gas Desulphurisation System, in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the Bidder.

6. Equity Lock in period

Wherever equity lock in period requirement or subsidiary status requirement is indicated, the Bidder would be required to furnish along with its techno-commercial bid, a Letter of Undertaking from the promoter(s), supported by Board Resolution as per the format enclosed in the bid documents, for maintaining the required minimum equity for the specified lock in period.

2.0.0 FINANCIAL CRITERIA

2.1.0 Financial Criteria of Bidder:

- 2.1.1. The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of Techno-Commercial bid opening, should not be less than INR 175

Crores (Rupees One hundred seventy-five Crore).

In case a Bidder does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

- 2.1.2** Net worth of the bidder should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-commercial bid opening. In case the Bidder does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding company wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy-five percent) of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

Where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share capitals.

- 2.1.3** In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification:

- (i) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.

- (ii) A Certificate from the CEO / CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.

In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

2.2.0 Financial criteria of Collaborator/Associate (Applicable for clause 1.2.0, 1.3.0 & 1.4.0)

- 2.2.1** The average annual turnover of the Collaborator/ Associate, in the preceding three (3) financial years as on the date of Techno-Commercial bid opening, should not be less than INR 18 Cr (Rupees Eighteen Crore).

In case a Collaborator/Associate does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Collaborator/Associate would be required to furnish along with bidder's Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support to the Collaborator/Associate to honour the terms and conditions of the Deed of Joint Undertaking in case of award of the Contract to the Bidder with whom Collaborator/ Associate is associated.

- 2.2.2** Net worth of the Collaborator/Associate should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-commercial bid opening. In case the Collaborator/ Associate

does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding company wherever applicable. In such a case, however the Net worth of the Collaborator/ Associate and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy-five percent) of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

Where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1,Y2,Y3 are individual paid up share capitals

2.2.3 In case the Collaborator/Associate is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Collaborator / Associate can be considered acceptable provided the Collaborator / Associate further furnishes the following documents for substantiation of its qualification:

- (i) Copies of the unaudited unconsolidated financial statements of the Collaborator/ Associate along with copies of the audited consolidated financial statements of its Holding Company.
- (ii) A Certificate from the CEO/ CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.

In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Collaborator/ Associate is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant

certifying the financial parameters is not available.

Notes for Clause 2.1.0 & 2.2.0

- (i) Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- (iv) For annual Turnover indicated in foreign currency, exchange rate of RBI bulletin as on seven (7) days prior to the date of Techno- Commercial bid opening shall be used.
- (v) Bidder/Collaborator shall be required to meet the average annual turnover criteria specified in clause 2.1.1 & 2.2.1 respectively.
- (vi) In case the bidder / collaborator(s) / associate(s) participating under Clause 1.2.0/1.3.0/1.4.0 do not meet the turnover requirement, then, the Turnover of any of the Promoters individually or all the promoters (in a combined manner) (each having Equity Stake more than 25%) of the Subsidiary Company / JV Company would be considered. Each such promoter of the Subsidiary Company / JV Company shall have to meet the Net Worth criteria individually as per clause 2.1.2 and/or 2.2.2. In such an event the Bidder would be required to furnish along with its techno- commercial bid, a Letter of Undertaking from such promoter(s), supported by Board Resolution as per the format enclosed in the bidding documents, pledging unconditional and irrevocable financial support for execution of the Contract by the Bidder in case of award.

3.0.0 OTHER REQUIREMENTS

- 3.1.0 False statement-** All the documents /statements /attachments/ information's submitted by the bidder in proof of the qualifying requirements must be authentic

/genuine /correct. In case, any of the said documents /statements /attachments /information is found to be false /fake /forged /misleading, the bidder will be disqualified, and action will be taken against the bidder, as per relevant provisions of the tender.

Duly signed Declaration in this regard shall be submitted by the bidder along with its techno-commercial bid under Envelope-2.

3.2.0 Debar / Black listed statement- The bidder should not be debarred / black-listed by Bank/ State Govt. / Central Govt./ State PSU/ CPSU / SEB/ Public utility as on the date of issue of NIT.

Duly signed Declaration in this regard shall be submitted by the bidder along with its techno-commercial bid under Envelope-2.

3.3.0 GST- The bidder should have registration in GST.

Self-attested copy of GST registration certificate shall be submitted by the bidder along with its techno- commercial bid under Envelope-2.

Note- Self attestation should be done by the authorized signatory of the company.

1.6 TENDER DOCUMENTS

The scope of contract, bidding procedures and contract terms are prescribed in the Tender Documents, which comprise, inter alia, the following Parts:

Volume	Title / Description
Volume-I	Commercial Specification
Volume- II	Technical Specification
Volume- III	Bid Proposal Sheets (Technical Part)
Volume- IV	Bid Proposal Sheets (Price Part)

The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Documents including clarifications/corrigendum/amendments/Addendum for completeness and obtain clarifications, if any, from the Owner. Any bids submitted by the bidders against this tender shall be deemed to be based on this clause No.1.6 of Tender Documents and shall be deemed to be in conformity of the scope, Terms & Conditions, specified therein including its amendments, if any.

1.7 ADDRESS FOR COMMUNICATIONS

For further clarifications, interested bidders may contact

Chief Engineer (Renovation)
Chhattisgarh State Power Generation Company Limited
Shed No. 1, Vidyut Seva Bhawan Parisar, Dangania,
Raipur, Chhattisgarh India – 492013
Email: cerenovation.fgd.991@gmail.com
PH.NO. 0771-2574481

Notice Inviting Tender is in brief. For further details, the interested parties shall refer the Tender Documents.