



TALWANDI SABO POWER LIMITED

Tender Specification No: TN/CM/TSPL/2018-19/FGD

BIDDING DOCUMENT AND TECHNICAL SPECIFICATIONS

For

IMPLEMENTING FLUE GAS DESULPHURISATION

For

**TALWANDI SABO POWER LIMITED (OWNER)
1980 MW SUPERCRITICAL THERMAL POWER PLANT
(3 X 660 MW)
AT VILLAGE BANWALA, DISTT. MANSA,
PUNJAB, INDIA**

16th Jun 2018

*This document can be amended at the discretion of TSPL (if needed).

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1. INTRODUCTION

- 1.1 Ministry of Environment Forest and Climate Change (MOEF& CC) Government of India has released new environmental regulations applicable to coal fired thermal power plants in the country on 7th December 2015. The new norms shall be complied by all operating Thermal Power Stations and new Thermal Power Projects within a period of 2 years from the date of the notification.
- 1.2 Vedanta Group is a global conglomerate having significant ventures in diversified business sectors of aluminum, copper, zinc, lead, iron-ore and commercial energy having thermal power production capacity of about 10,000 MW. Talwandi Sabo Power Corporation Limited (TSPL) is a wholly owned subsidiary of Vedanta Limited.
- 1.3 Talwandi Sabo Power Limited (TSPL) consists of 1980 MW super critical thermal power plant located at Village Banawala in the Mansa District of Punjab State, India. The power plant consists of three (3) super critical units of 660 MW presently. The units commissioned in the years 2014, 2015 and 2016 respectively. Talwandi Sabo Power Limited (TSPL) hereinafter referred to as "OWNER".
- 1.4 To meet the new MOEF & CC norms of SO₂ emission it is necessary to install Wet Flue Gas Desulfurization (WFGD).
- 1.5 Tata Consulting Engineers Limited (TCE)/ Owner's consultant hereinafter referred to as "CONSULTANT" are the Consulting Engineers for the project, appointed by the Owner.
- 1.6 The intent of the Owner is to install and operate this required facility of WFGD to meet up new emission norms in the shortest possible time frame.

2. SCOPE OF ENQUIRY

- 2.1 The scope of enquiry includes design, engineering, project management, procurement, manufacture, supply, transportation to site, handling & storage at site, construction, erection, testing & commissioning, initial operation, reliability & trial operation, performance guarantee, followed by successful acceptance & hand-over of the complete WFGD (Wet Flue Gas Desulphurisation) and related auxiliary systems ,spares , manuals etc. to the Owner.

- 2.2 The enquiry specification comprises of Seven Volumes:

Volume –I: Introduction and Scope of Enquiry, Instruction to Bidders (ITB), General Conditions of Contract (GCC), Special terms and conditions (SCC)

Volume - II: Project Information, General Technical Requirements comprising Minimum Inspection Requirements and various Schedules to be filled in by the Bidder.

Volume –III: Detailed Technical Specifications including Data Sheets for Mechanical Systems Section.

Volume –IV: Detailed Technical Specifications including Data Sheets for Electrical Systems Section.

Volume –V: Detailed Technical Specifications including Data Sheets for Instrumentation and Control System Section.

Volume -VI: Detailed Technical Specifications including Data Sheets for Civil & Structural Works Section.

Volume-VII: Bid Drawings for reference

- 2.3 All the volumes including drawings have to be considered together for a correct understanding and interpretation of the specification and scope of enquiry.

3. TECHNICAL ELIGIBILITY AND QUALIFICATION REQUIREMENTS

3.1 Wet Limestone FGD (WLFGD):

To be eligible for Award of Contract, Bidders shall provide evidence, satisfactory to Owner, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively. Bids submitted shall include the following information:

- a. The Bidder shall have experience of executing projects on Engineering, Procurement and Construction (EPC) basis of WLFGD system for coal based Power Plant units of each absorber having flue gas handling capacity of 2.0 million Nm³/hr or higher with de-sulphurisation absorption efficiency of at least 90 % and which are completed during last seven (7) years and in successful operation for a period of not less than two (2) years as on date of bid opening. Further, Bidder should be either manufacturer of WLFGD system or should have JV/ legal collaboration / consortium with WLFGD manufacturer / technology provider.

OR

- b. The Bidder shall be an Engineering, Procurement and Construction (EPC) organization, which has experience of execution of Coal based Thermal Power Plants and has engineered /got engineered, supplied, erected and commissioned 500 MW Unit capacity and above of Coal based Thermal Power Plant, completed during last Seven (7) years and in successful operation for a period of not less than two (2) year as on date of bid opening. Further, Bidder should have Joint Venture (JV) / legal collaboration / consortium / JDU agreement with WLFGD manufacturer / technology provider.

In the above clause 3.1 (a) & (b) where the JV/legal Collaboration/Consortium with the partner being the WLFGD manufacturer/Technology provider, “partner” shall also have

supplied/provided WLFGD system for coal based Power Plant units of with each absorber having flue gas handling capacity of 2.0 million Nm³/hr or higher with de-sulphurisation absorption efficiency of at least 90 % and which are completed in the last 7 years and in successful operation for a period of not less than 2 years as on date of bid opening.

In the above clause 3.1 (a) & (b), either bidder or partner where the JV/legal Collaboration/Consortium with the partner being the WLFGD manufacturer/Technology provider, shall also have designed, supplied and provided Limestone and Gypsum storage and handling system along with WLFGD, for a larger capacity of greater than 70% size required at Talwandi Sabo Power Limited for pulverized coal based Power Plant at single location.

In the above clause 3.1 (a) & (b), At least one Eligible WLFGD Project should have been executed in a country outside the country of incorporation/ origin / Head Quarters of the Bidder either by the Bidder himself or by its licensee in the last 7 years and in successful operation for a period of not less than 2 years as on date of bid opening.

- c. Bidder should also have a valid ongoing collaboration and technology transfer agreement with a WLFGD manufacturer/technology provider meeting requirements of clause 3.1 on its own, valid minimum up to the end of the defect liability period of the contract to be awarded in this bidding. Either in such a case Bidder can source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such WLFGD manufacturer/technology provider.
- d. In clause 3.1 (a) & (b) above, the Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it. The Partners should have 26% or higher equity participation in the Subsidiary Company / JV Company and all partners shall have jointly and severally liable to the Owner for successful performance of the FGD System including meeting the technical guarantees. The DJU shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.
- e. The WLFGD system package already executed shall include, Limestone/Gypsum unloading, crushing and handling, Limestone/Gypsum Storage, Limestone/Gypsum Forwarding system, complete WLFGD system including CFD modeling, wet stack, Electrical system, Instrumentation & Control system and civil & structural and any other works as required to complete installation & operation of the FGD system.
- f. Failure to meet the above Qualification Requirement, shall render the bid to be rejected and bids of only qualified bidders shall be considered for detailed techno-commercial evaluation. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Requirement as given above.

3.2 WET AMMONIA BASED FGD (WAFGD)

To be eligible for Award of Contract, Bidders shall provide evidence, satisfactory to Owner, of their eligibility and of their capability and adequacy of resources to carry out the subject contract effectively. Bids submitted shall include the following information:

- a. The Bidder shall have experience of executing projects on Engineering, Procurement and Construction (EPC) basis of WAFGD system for coal based Power Plant units of with each absorber having flue gas handling capacity of 2.0 million Nm³/hr or higher with de-sulphurisation absorption efficiency of at least 90 % and which are completed during last seven (7) years and in successful operation for a period of not less than two (2) years as on date of bid opening. Further, Bidder should be either manufacturer of WAFGD system or should have JV/ legal collaboration / consortium with WAFGD manufacturer / technology provider.

OR

- b. The Bidder shall be an Engineering, Procurement and Construction (EPC) organization, which has experience of execution of Coal based Thermal Power Plants and has engineered /got engineered, supplied, erected and commissioned 500 MW Unit capacity and above of Coal based Thermal Power Plant, completed during last Seven (7) years and in successful operation for a period of not less than two (2) year as on date of bid opening. Further, Bidder should have Joint Venture (JV) / legal collaboration / consortium / JDU agreement with WAFGD manufacturer / technology provider.

In the above clause 3.2 (a) & (b) where the JV/legal Collaboration/Consortium with the partner being the WAFGD manufacturer/Technology provider, "partner" shall also have supplied/provided WAFGD system for coal based Power Plant units of with each absorber having flue gas handling capacity of 2.0 million Nm³/hr or higher with de-sulphurisation absorption efficiency of at least 90 % and which are completed in the last 7 years and in successful operation for a period of not less than 2 years as on date of bid opening.

In the above clause 3.2 (a) & (b), either bidder or partner where the JV/legal Collaboration/Consortium with the partner being the WAFGD manufacturer/Technology provider, shall also have designed, supplied and provided Anhydrous Ammonia and Ammonium Sulphate storage and handling system along with WAFGD, for a larger capacity of greater than 70% size required at Talwandi Sabo Power Limited for pulverized coal based Power Plant at single location.

In the above clause 3.2 (a) & (b), At least one Eligible WAFGD Project should have been executed in a country outside the country of incorporation/ origin / Head Quarters of the Bidder either by the Bidder himself or by its licensee in the last 7 years and in successful operation for a period of not less than 2 years as on date of bid opening.

- c. Bidder should also have a valid ongoing collaboration and technology transfer agreement with a WAFGD manufacturer/technology provider meeting requirements of clause 3.2 on its own, valid minimum up to the end of the defect liability period of the

contract to be awarded in this bidding. Either in such a case Bidder can source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such WAFGD manufacturer/technology provider.

- d. In clause 3.1 (a) & (b) above, the Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it. The Partners should have 26% or higher equity participation in the Subsidiary Company / JV Company and all partners shall have jointly and severally liable to the Owner for successful performance of the FGD System including meeting the technical guarantees. The DJU shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.
- e. The WAFGD system package already executed shall include, Anhydrous Ammonia/Ammonium Sulphate unloading and handling, Storage, Forwarding system, complete WAFGD system, including CFD modeling, wet stack, Electrical system, Instrumentation & Control system and civil & structural and any other works as required to complete installation & operation of the FGD system.
- f. Failure to meet the above Qualification Requirement, shall render the bid to be rejected and bids of only qualified bidders shall be considered for detailed techno-commercial evaluation. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Requirement as given above.

4. FINANCIAL ELIGIBILITY AND QUALIFICATION REQUIREMENTS

- a. Bidder should have an annual turnover of not less than INR 5000 Million (Rupees Five Thousand Million only) or in equivalent foreign currency during the last three (3) financial years with positive net worth.
- b. In case of JV/ legal collaboration / consortium / MOU agreement, any member should meet the above financial qualifying requirement.
- c. Failure to meet the above Qualification Requirement, shall render the bid to be rejected and bids of only qualified bidders shall be considered for detailed techno-commercial evaluation. Therefore, the Bidder shall in their own interest furnish complete documentary evidence in the first instance itself, in support of their fulfilling the Qualification Requirement as given above.

5. DOCUMENTS TO BE SUBMITTED WITH EXPRESSION OF INTEREST

- 5.1 Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, or if a joint venture, of each party there to constituting the Bidder.
- 5.2 Authorization letter from all partners of bidder to nominate the single point personnel responsible for communication in bidding process.

- 5.3 Signed-off agreement between parties for JV/legal Collaboration/Consortium with the partner being the WLFGD manufacturer/Technology provider.
- 5.4 Deed of Joint Undertaking (DJU) executed by all partners whereas the Partners should have 26% or higher equity participation in the Subsidiary Company/ JV Company.
- 5.5 Details in the format prescribed in Schedules 1 to 8 attached and Bidder to fill up and send the schedules with all supporting documents along with expression of interest.
- a. Details of the experience and past performance of the different suppliers/ sub-contractors who are effecting the portions of works in the contract or the works of such nature apportioned to the respective supplier/sub-contractors. This information shall be in the format prescribed in Schedule-1 attached.
 - b. Qualifications and experience of the key personnel proposed for administration and execution of the Contract, both on and off Site, in the format prescribed in Schedule-2 attached.
 - c. Details of similar work done by the Bidder in last 7 years in the format prescribed in Schedule-3 with all supporting documents like successful commissioning Certificate from owner of plant etc.
 - d. Details of the current works in hand and other contractual commitments in the format prescribed in Schedule-4
 - e. Reports on the financial standing of the Bidders (or each party of the Joint Venture) including Profit and Loss Statements, Balance Sheets and Auditor's Reports for the past five years, Estimated Financial Projection for the next two years, and an authority from the Bidder/ the Leader of a Joint Venture to the Owner to seek reference from the Bidder's Bankers. Refer Schedule-5 attached.

In addition the Bidder shall furnish the following:

- i. Level of Working Capital
 - ii. Access to Bank Loans or Credit Facilities
 - iii. Up-to-date Income Tax Clearance Certificate
- f. Deviation(s) taken by the Bidder in any of the clauses of this ITB, in the format prescribed in Schedule-7
- g. Bidder Responsiveness check list duly filled and signed by the Bidder, in the format prescribed in Schedule-8
- h. Information regarding any current litigation in which the Bidder (or any party to a Joint Venture) is involved.
- 5.6 To be eligible for evaluation of the Bid and award of the contract the bidder shall satisfy the requirements of Clause 3, 4 and 5 of this ITB.

Note:

- The expression of interest shall be submitted along with above mentioned documents shall be sent to:
Tspl.eoi@vedanta.co.in

- Failure to produce any of the above documents along with expression of interest shall call for disqualification of bidder to be considered further for techno- commercial bidding process

6. COST BIDDING

The Bidder shall bear all costs or expenses incurred in relation to or incidental to the preparation and submission of his Bid and the Owner will in no case be responsible or liable for these costs or expenses incurred in relation to or incidental to the preparation and submission of his Bid, irrespective of the conduct or outcome of the bidding process.

7. SITE VISIT

7.1 The Bidder is advised to acquaint himself with the actual jobs and Retrofit jobs involved, visit the Site and examine the soil conditions, labour, power, water, material availability, transport and communication facilities, environmental regulations, laws and bye-laws of statutory bodies, and collect all information that will be necessary for preparing the bid and entering into a contract. The costs of visiting the Site shall be at the Bidder's own expense.

The bidder shall have the sole obligation to satisfy himself before submitting his bid as to the form and nature of the site, the quantities and the nature of the works and materials necessary for the completion of the works and the means of access to the Site, the accommodation he may require and to obtain all necessary information as to risks, contingencies, all applicable laws and regulations and other circumstances which may influence or affect his bid.

7.2 The Bidder and any of his personnel or agents will be granted permission by the Owner, to enter upon his premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, his personnel or agents, will release and indemnify the Owner, and his personnel and agents, from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen. Bidder shall submit the declaration of site visit as per Schedule-6, thereby amounting to consonance to such indemnification, as mentioned above

8. LANGUAGE OF BID

The bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Owner shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the English language with an affidavit. For the purpose of interpretation of the bid, the English language shall prevail.

9. CLARIFICATION OF BIDDING DOCUMENTS

Prospective Bidders requiring any further information or clarification on the Bid Documents may notify the Owner in writing or e-mail at the Owner's mailing address indicated in the Bid Documents. Copies of all such correspondence shall be sent to the Owner at his mailing address indicated in the Bid Documents. The Owner will respond in writing to any request for information or clarification on the Bid Documents received not later than the date indicated in this ITB. The Owner's response (including an explanation of the query) will be sent without identifying the source in writing or e-mail to all prospective Bidders. All clarifications issued by the Owner shall form part of Bid. Late queries shall not be entertained.

10. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of Bids, the Owner may amend the Bid documents, at his sole discretion, by issuing Addenda. Addenda shall cover the queries raised and the responses given. Addenda shall be uploaded on our website www.tsplindia.co/tender.htm . It shall be the responsibility of bidders to regularly visit the website for checking for amendments (if any).

11. DOCUMENTS COMPRISING THE BID

11.1 The Bid to be prepared by the Bidder shall comprise: the Bid and Appendix thereto; the Bid Security; and the Schedules; and any other materials required to be completed and submitted in accordance with the Instructions to Bidders embodied in these documents. The forms, and schedules provided in these bidding documents shall be used without exception (subject to extensions of the Schedules in the same format).

11.2 All documents/ Addenda issued for the purpose of bidding and any amendments issued shall be deemed incorporated in the bid.

11.3 The following documents shall also be submitted with the bid:

- a. The documents/information called for in Clauses 3, 4 and 5 above.
- b. An Undertaking to provide adequate after sales service.
- c. Detailed information on power / fuel consumption, manpower requirement for operation and maintenance and projected operation and maintenance cost for one year normal operation after commissioning, wherever applicable;
- d. Bid documents- all Volumes duly signed with company seal by the Bidder
- e. All schedules in Volume II of Bid Documents duly filled in and signed with company seal by the bidder.

11.4 Each Bidder shall submit only one Bid for specific equipment, either individually or as a partner in a joint venture and not as partner in other joint ventures.

- 11.5 Bids submitted by a Joint Venture of two or more firms as Partners shall also comply with the following requirements:
- i. In the event of becoming a successful Bidder, an Agreement shall be signed so as to be legally binding on all Partners.
 - ii. One of the Partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the Partners.
 - iii. The Partner in Charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the Partners of the Joint Venture and the entire execution of the contract, including payment shall be carried out exclusively through the Partner in Charge.
 - iv. All Partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the Contract Terms and a relevant statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the Bid and the Form of Agreement (in case of successful Bidder).
 - v. In the event of default by any Partner in the execution of his part of the contract, the Partner in Charge will have the authority to assign the work to any other party acceptable to the Owner to ensure the execution of that part of the contract.
 - vi. A copy of the agreement entered into by the Joint Venture Partners and the Collaborators shall be submitted with the Bid.

12. BID PRICES

- 12.1 Unless explicitly stated otherwise in the Bidding Documents, the contract shall be for the entire Scope of Work, described in all Volumes of Technical Specifications. Prices shall be submitted in the format prescribed in appropriate schedule of Volume-II.
- 12.2 Price shall be quoted in Indian Rupees only.
- 12.3 Spare parts for 3 years operation shall be quoted by the bidder and a detailed list of recommended spares shall be submitted as per schedule in Volume-II, supported by an undertaking that they will provide free of charge any spares that are found to be needed within two years, but which are not included in their list.
Bidder shall provide adequate commissioning spares for the equipment in the Bid. The Bid Price should include the cost of these commissioning spare parts. Any delay in commissioning arising out of non-arrangement or non-availability of spare parts shall be to the Bidder's account.
- 12.4 All duties, taxes, cess and other levies payable by the Bidder under the Contract or for any other cause, shall be included in the rates and prices and the total amount of the bid submitted by the Bidder and the evaluation and comparison of bidders by the Owner shall be made accordingly.

Owner shall deduct applicable taxes at source as per statutory requirements.

Alterations to the Form of Bid and associated document shall not be permitted. Any alteration other than the filling in of blanks intended for that purpose or failure to comply with these instructions may result in the rejection of the bid.

Bids must be submitted solely on the basis of the Bidding Documents and must be free of any qualifying statements.

Bidder shall submit offers that comply with the requirements of the Bid Document.

13. BID VALIDITY

The Bid shall remain valid and open for acceptance for a period of 180 days or as communicated by TSPL from the specified date of Bid opening.

14. COMPLETION PERIOD

The Contract completion period shall be 20 months (Commercial Operation Date) from the date of issue of Letter of Award by the Owner for the first unit with new chimney and with 2 months phase shift for subsequent units.

15. OFFER TO BE IN LINE WITH BID DOCUMENTS

The Bidder shall submit the offer, which complies with the requirements of the Bid Documents in general meeting the functional requirements in full. The specification in respect of materials shall be adhered to, unless there is sufficient justification to deviate, which shall be explained.

In addition, alternative proposals may be submitted highlighting the specific advantages of the alternative.

In case of any clarifications required in ITB/ Bid Document, please contact Mr. Rishabh Gupta (Tspl.eoi@vedanta.co.in, Landline- 01659-248133, Mobile No.-9555040051).

All clarifications shall be in mail or writings only.

16. SUBMISSION OF BIDS

16.1 The bid shall be submitted in two parts. The Bidder shall seal the original and each copy of each part of the bid separately in inner and outer envelopes duly marking the envelopes "Original", "First Copy", and "Second Copy". Bidder shall also submit the soft copy of bid in sealed envelope marking the envelope "Soft copy of Technical BID" and pass key shall be shared by the Bidder on Bid opening Date.

16.2 The inner and outer envelopes shall:

- a. Bear the following identification:
 - i. BID FOR WET FGD
 - ii. THE WORDS "DO NOT OPEN BEFORE DATE AND TIME OF OPENING"
- b. The first envelope containing the first part of the bid shall be superscribed "PART I - TECHNICAL BID".

Part –I Technical Bid (Original Hardcopy- 1 Set, First and Second Hard Copy – 1 Set and Soft copy -1 set) shall be addressed to and submitted to:

**Head –Commercial,
Talwandi Sabo Power Limited,
Village- Banawala,
Mansa- Talwandi Sabo Road,
Mansa, Punjab-151302**
Tspl.eoi@vedanta.co.in

(Landline- 01659-248133, Mobile No.-9555040051).

- c. The second envelope containing the second part of the bid shall be superscribed "PART II – TECHNICAL & FINANCIAL BID".

Part II – Technical and Financial Bid (Original Hardcopy- 1 Set, Second Hard Copy – 1 Set and Soft copy -1 set) shall be addressed to and submitted to:

**Head –Commercial,
Talwandi Sabo Power Limited,
Village- Banawala,
Mansa- Talwandi Sabo Road,
Mansa, Punjab-151302**
Tspl.eoi@vedanta.co.in

(Landline- 01659-248133, Mobile No.-9555040051).

16.3 Part I (Technical Bid) shall comprise the following:

- a. Power of Attorney of person duly authorized to sign the bid. In case the bid is submitted by a Joint Venture, each of the Partners of the Joint Venture shall authorize the Leader of the Joint Venture to sign the bid on their behalf and their Leader of the Joint Venture shall authorize the person signing the bid to do so on their behalf.
- b. Documents as indicated in Clause 11 of this ITB.
- c. Schedules 1 to 8 of this Instructions to Bidders duly filled in/completed.
- d. Detailed technical description, catalogues, drawings forming part of the Offer.
- e. Original Bid Documents (all Volumes) including amendments, if any, duly signed with company seal by the Bidder on all pages.
- f. Filled in, signed with company seal on all schedules of Bid documents.

16.4 Part II (Technical and Financial Bid) of the Bid shall comprise of the following:

- a. The price Bid duly filled and signed as per clause 12 of this ITB.
- b. Statement indicating the differential price of solicited alternatives for items/ components/assemblies, if any,
- c. Statement indicating financial liability to the Owner for withdrawing each item of deviation.

16.5 The inner cover shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late or is not in the required format.

16.6 If the outer envelope is not sealed and marked as instructed above, the Owner will assume no responsibility for the misplacement or premature opening of bid. A bid

opened prematurely for this cause will be rejected by the Owner and returned to the bidder.

17. DEADLINE FOR SUBMISSION OF BIDS

The completed bid shall be lodged at the office of Owner, no later than date and time indicated in the ITB.

Fax / e-mail offers will be treated as defective, invalid and rejected.

The Owner may, in exceptional circumstances and at its sole discretion, extend the deadline for submission of Clarification/Bids by issuing an Addendum, in which case all rights and obligations of the Owner and the Bidders subject to the original dead line will thereafter be subject to the deadline as extended.

18. LATE BIDS

Any bid received by the Owner after the prescribed or extended deadline for submission of bids will be returned unopened to the bidder.

19. MODIFICATION AND WITHDRAWAL OF BIDS

19.1 The bidder may modify or withdraw his bid after the bid submission, if the Owner receives written notice of the modification or withdrawal prior to the deadline prescribed for submission of bids.

19.2 The bidder's modification or withdrawal notice shall be prepared, sealed marked and dispatched. A withdrawal notice may also be sent by e-mail but shall be followed by a signed confirmation copy, post marked not later than one day than prior to the deadline for submission of bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 Subsequent to the expiration of the period of validity of bids prescribed by the Owner, a bidder who has not been notified by the Owner of the award of the contract may withdraw his bid without penalty.

20. BID EVALUATION

20.1 The Owner will examine the bids to determine whether they are complete, whether the documents have been properly signed, and whether bids are generally in order.

20.2 Fax / E - mail offers will be treated as defective, invalid and rejected. Only detailed complete offers received prior to the closing time and date of the bids will be considered as valid. Bids not complying with any of the Instructions contained herein may not be considered.

21. PROCESS TO BE CONFIDENTIAL

- 21.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 21.2 Any effort by a bidder to influence the Consultant/ Owner in the process of examination, clarification, evaluation and comparison of bids or in decisions concerning the award of contract may result in the rejection of the bidder's bid and may also lead to "black listing" of the bidder and all existing successful bids in hand, if any, shall be deemed to be cancelled.

22. CLARIFICATION OF BIDS SUBMITTED BY BIDDER

To assist in the examination, evaluation and comparison of bids, the Owner/Consultant may ask bidders individually for clarification of their bids, including breakdowns of prices. Requests for clarification and the response shall be in writing or e-mail.

23. DETERMINATION OF RESPONSIVENESS

Prior to the detailed evaluation of bids, Owner will determine whether each bid is responsive to the requirements of the bid Documents as set in Clause 11 & 12 of this ITB.

24. CORRECTION OF ERRORS

- 24.1 Bids determined to be responsive will be checked by the Owner for any arithmetical errors in computation and summation. Errors will be corrected by the Owner as follows:
- a. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - b. Where there is a discrepancy between the unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will normally govern unless in the opinion of the Owner there is an obviously gross misplacement of the decimal point in the unit price, in which event, the total amount as quoted will govern.
- 24.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

25. EVALUATION AND COMPARISON OF BIDS

- 25.1 The Owner will evaluate and compare only those bids determined to be substantially responsive to the requirements of the Bid Documents. Other non-responsive bids will be rejected.

25.2 Bidders shall note that no preference of any nature will be given to any bidder notwithstanding any custom, usage or instructions to the contrary.

25.3 The evaluation of bids by the Owner will take into account, in addition to the bid Documents, the following factors:

- a. arithmetical errors corrected by the Owner in accordance with Clause 24 above.
- b. such other factors of a technical, financial contractual or administrative nature as the Owner considers may have a potentially significant impact on contract execution, price and payments, including the effect of items or unit rates that are unbalanced or unrealistically priced.

25.4 After evaluation of bids, the Owner may call responsive bidders for negotiations.

26. AWARD CRITERIA

Subject to Clause 25 of these Instructions to Bidders, the Owner will award the contract to the bidder whose bid has been determined to be responsive to the bid Documents and who has offered the competitive price, provided further that the bidder has the capability and resources to carry out the contract effectively.

27. OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Notwithstanding Clause 24 of this ITB, the Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Owner's action.

28. NOTIFICATION OF AWARD

28.1 Prior to the expiration of the period of bid validity prescribed by the Owner, the Owner will notify the successful bidder by e-mail or fax confirmed in writing by registered letter/courier delivery that his bid has been accepted.

28.2 The notification of award will constitute the formation of the Contract.

28.3 Upon the furnishing by the successful bidder of a Performance Security in accordance with the provisions of Clause 26 of these Instructions to Bidders, the Owner will promptly notify the unsuccessful Bidders.

29. SIGNING OF AGREEMENT

The agreement shall be executed within four weeks from the date of issue of Letter of Intent.

30. PERFORMANCE SECURITY

30.1 Within 14 days of receipt of the notification of award from the Owner, the successful bidder shall furnish to the Owner a Security in the form of a bank guarantee for the amount stated in the Bid Documents. The format of the bank guarantee shall be in accordance with the sample form of performance security attached.

30.2 Failure of the successful Bidder to lodge the required Performance Security shall constitute sufficient grounds for the annulment of the award in which event the Owner may make the award to the next lowest evaluated Bidder or, if there are no other Bidders, call for new bids.

31. Critical Dates of Bidding Process:

- Last date of Expression of Interest from bidders with all documents as per ITB: 25 Jun'18
- Declaration of qualified Bidders: 30 Jun'18
- Bid document availability to Qualified Bidders: 30 Jun'18
- Queries submission by bidders: 30 Jun'18 to 7 Jul'18
- Pre-bid discussion at TSPL site, as required: 10 Jul'18 to 15 Jul'18
- Bid submission start- 16 Jul'18; End-29 Jul'18
- Technical Bid opening- 31 Jul'18
- Declaration of technically qualified Bidders- 14 Aug'18
- Price Bid opening for technically qualified Bidders- 16 Aug'18

Note1- Bidders qualifying the criteria may collect tender documents from TSPL by paying tender fee of Rs.50,000/- either by fund transfer or by Demand Draft in favor of Talwandi Sabo Power Limited.

Note2- All above dates are subject to change and shall be communicated accordingly.

Coordinator from owner for bidding process shall be: -

- Mr. Rishabh Gupta (Landline- 01659-248133, Mobile No.-9555040051)
- Tspl.eoi@vedanta.co.in

SCHEDULE 1

SUB-CONTRACTORS

The Bidders shall submit the name, address of persons, firms or companies, proposed by him as sub-contractors for carrying out the work under the Contract together with particulars of work to be carried out by each party. Written confirmation from such contractors shall be submitted along with the bid.

Particulars of Work to be carried out		Details of Earlier Working Experience	Names and addresses of proposed parties
Description	Design / Fabrication / Construction / Manufacturing / Installation		

SCHEDULE -2

ORGANISATION CHART

The Bidder to indicate the following:-

1. The organization he proposes to set up for execution of the work both at design/manufacturing stage as well as site execution stage. It is understood that this will be augmented from time to time depending on the requirements for timely completion of work, as directed by Owner or Owner's representative.

Bidders shall confirm that working area indicated in the enclosed drawing is adequate for contract execution and shall submit his plan for the utilisation of the area along with the bid.

Designation of	Name and Short Resume of
Key Personnel	Experience

2. Estimated labour force at site:

a. Peak :

b. Average :

SCHEDULE-3

DETAILS OF SIMILAR WORK DONE DURING THE PAST 7 YEARS

1 Sl. No.	2 Full Postal Address of Client	3 Description of the Work	4 Value of Contract	5 Completion Time as stated in the Bid (weeks)	6 Date of Commencement of Work	7 Actual Completion Time (weeks)	8 Year of Completion	9 Unit size in MW for which bidder executed WFGD	10 Total Plant Size in MW for which bidder executed WFGD	11 Absorber Flue Gas volume in Nm ³ /hr	12 Size of Reagent handling system (TPH) & size of Reagent storage system (MT)	13 Size of By-Product handling system (TPH) & size of Byproduct storage system (MT)	14 Owner contact details & attachments of commissioning certificates

Bidder to submit Work order copy of the contract meeting up the eligibility criteria and also to submit the certificate received from the owner of the plant on successful completion of plant and its successful operations

Note:-

1. *Bidders are specifically requested to furnish all the details about the last assignment done for the Client.*

2. *Completion date should be that mentioned in the Completion Certificate given by the Client.*

3. *Only a format in which the information is to be given is indicated above. The Contractor shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.*

SCHEDULE-4

CONCURRENT WORKS AND COMMITMENTS

The Bidder(s) shall furnish in the format given below, details of the current works in hand and other contractual commitments:

Sl. No.	Client with Address	Description of the Work	Value of Contract	Completion Time as stated in the Contract	Percentage Completion	Remarks
1	2	3	4	5	6	7
I. Current Works in Hand						
II. Immediate Commitments						

Only a format in which the information is to be given is indicated above. The Bidder shall attach additional sheets of bigger sizes to accommodate the necessary information, if required.

SCHEDULE-5

FINANCIAL TURNOVER

The Bidder shall furnish in the format given below details of its financial turnover during the last five years.

Year:	2017-18	2016-17	2015-16	2014-15	2013-14
Home					
Abroad					
Total:					

SCHEDULE -6

DECLARATION OF SITE VISIT BY THE BIDDERS

We hereby declare that we have visited the said Site of Work and have acquainted and satisfied thoroughly with the existing Site Condition.

Signature

Designation

.....

(COMPANY SEAL)

Company

.....

Date

SCHEDULE -7

SCHEDULE OF DEVIATIONS

The bidder clause by clause in this schedule shall fill in all deviations from the above Instructions to Bidders.

<i>S.No</i>	<i>Clause No</i>	<i>Deviation taken</i>

The bidder hereby certifies that the above mentioned are the only deviations from the Owner's Instructions to Bidders.

SIGNATURE -----

COMPANY SEAL

NAME -----

COMPANY -----

DESIGNATION -----

DATE -----

SCHEDULE -8

BIDDER RESPONSIVENESS CHECK LIST

Specific response to be given against each of the following questions by Bidder :

S.No	Particulars	State
1	Is the bidder a manufacturer of the complete equipment as per specification?	YES / NO
2	If the answer to the item no. 1 is 'NO', whether the bidder is having collaboration/ Joint venture with any other manufacturer?	YES / NO
3	If the answer to the item no. 2 is 'YES', whether the collaboration/ Joint venture agreement has been attached?	YES / NO
4	Whether bidder is the authorised representative of the manufacturer?	YES / NO
5	If the answer to the item no. 4 is 'YES', whether he has attached the power of attorney from the manufacturer ?	YES / NO
6	Whether the experience list of the manufacturer has been attached in the format of Schedule-3?	YES / NO
7	If the answer to the item no. 6 is 'YES', whether he has attached the certificate received from the Owner for successful commissioning & operations	YES / NO
8	If the answer to the item no. 6 is 'YES', whether he has attached the contact details of the Owner for checking credentials	YES / NO
9	Whether details of the current works in hand and other contractual commitments has been attached as in format of Schedule-4	YES / NO
10	Whether details of financial turnover furnished by Bidder in the format of schedule-5	YES / NO

11	If the answer to the item no. 10 is 'YES', whether he has attached the Profit and Loss Statements, Balance Sheets and Auditor's Reports for the past five years, Estimated Financial Projection for the next two years, and an authority from the Bidder/ the Leader of a Joint Venture to the Owner to seek reference from the Bidder's Bankers	YES / NO
12	Whether the bidder has any Indian Agent in India?	YES / NO
13	If the answer to item no. 12 is 'YES', furnish the following details?	To fill up details
a)	The name & address of agent.	
b)	What services that agent will render?	
14	Whether there is any deviation from the clauses of ITB?	YES / NO
15	If the answer to Item No. 14 is 'YES', whether BIDDER has entered the deviations in the Schedule of Deviations clause wise in the format given in Schedule-7	YES / NO

SIGNATURE -----
COMPANY SEAL
NAME -----
COMPANY -----
DESIGNATION -----
DATE -----