

INDUSTRIAL ENERGY LIMITED

INTERNATIONAL COMPETITIVE BIDDING (ICB)

INVITATION FOR BID (IFB)

PROJECT: 3 x 150 MW COAL CUM GAS BASED THERMAL POWER PLANT

LOCATION: KALINGANAGAR (ADJACENT TO STEEL PLANT OF TATA STEEL LIMITED), ODISHA STATE, INDIA

The Tata Power Company Limited (Tata Power), for and on behalf of Industrial Energy Limited (IEL) invites sealed bids from eligible bidders for supply, installation, testing, commissioning and carrying out performance guarantee tests of Boiler-Turbine-Generator Package (BTG Package) including associated control systems for coal cum gas (BFG, COG & LDG) based Power Plant of 3 x 150 MW capacity as detailed in the Tender Document No. "TCE.9545A-C-BTG-001" for the said Project.

IEL OVERVIEW

IEL is a joint venture company between Tata Power and Tata Steel Limited (TSL). IEL proposes to set up a 3 x 150 MW Coal cum Gas based Thermal Power Project adjacent to Steel Plant of TSL at Kalinganagar in the State of Odisha, India.

The project information for the proposed 3 x 150 MW project is given hereunder:

Project Information

OWNER : Industrial Energy Limited,
Registered office:
C/o- The Tata Power Company Limited
Corporate Center, A Block, 34,
Sant Tukaram Road, Carnac Bunder
Mumbai- 400 009.

PROJECT MANAGER : The Tata Power Company Limited,
Eastern Region Projects Office,
Plot No. C-43, Sector-62,
Noida-201307, Uttar Pradesh, India
Ph:- +91-120-6663000
Fax:- +91-120-6663029

CONSULTANT TO PROJECT
MANAGER : Tata Consulting Engineers Limited,
Pipeline Road, Sakchi,

PROJECT	:	Jamshedpur – 831 001 3 x 150 MW coal cum gas based Thermal Power Plant
LOCATION	:	Kalinganagar, Jajpur District, Odisha, India. Latitude : 20 ⁰ 57'15'' N to 20 ⁰ 58'13'' N Longitude : 85 ⁰ 01'58'' E to 86 ⁰ 02'34'' E
ELEVATION ABOVE MEAN SEA LEVEL	:	51 m above Mean Sea Level
ACCESS TO SITE	:	Nearest Railway station: Jakhapura Nearest town: Jajpur Nearest airport: Bhubaneswar

The brief scope of work, pre-qualification requirements, cost of bid documents, Bid Guarantee, validity of bids and schedule of Bid activities etc. are given below.

1.0 SCOPE OF WORK

Design, engineering, manufacturing, shop fabrication, assembly, testing and inspection at manufacturer's works, forwarding, packing, dispatch, shipping, delivery at Indian port/unloading at Indian port/delivery from Indian port to site in case of imported equipment and delivery/unloading at site for indigenous equipment, unloading and storing at site, insurance upto the time of handing over, handling at site, complete erection, start-up, testing & commissioning, successful performance testing and handing over of the complete BTG package and associated systems and auxiliaries to IEL/Tata Power as per the enquiry specification.

2.0 BID QUALIFICATION REQUIREMENTS

Bidders should meet the qualifying requirements stipulated hereunder:

- 2.1 a) The bidder (LICENSOR OR LICENSEE – Refer clause No: 3.2 for explanation for LICENSEE) should have designed, engineered, manufactured, installed, tested and commissioned, at least two (2) pulverized coal fired steam generators of capacity 350 t/hr or higher in the last five years. Of the above, at least one (1) set of steam generator should have been in successful commercial operation for the last two (2) years and logged not less than 14,000 operating hours as on the date of bid submission. In addition, the bidder should have designed, engineered, manufactured, installed, tested and commissioned, at least two (2) lean gas (BFG/COG/Corex gas) fired steam generators of capacity 100 t/hr or higher. Of the these two units, at least one (1) set of steam generator should have been in successful

commercial operation for the last two (2) years and logged not less than 14,000 operating hours as on the date of bid submission.

AND

The bidder (LICENSOR OR LICENSEE) should also have designed, engineered, manufactured, installed, tested and commissioned, at least two (2) steam turbine generators of 100 MW capacity or higher during last five years and at least one (1) set of steam turbine generator should have been in successful commercial operation for the last two (2) years and logged not less than 14,000 operating hours as on the date of bid submission. Turbine manufacturers, who meet the requirements stipulated above except that they do not manufacture electric generators OR the electric generators manufactured by them do not meet the above requirements fully OR if they intend to offer electric generator of another manufacturer would also qualify if they offer an electric generator with associated auxiliary systems from another manufacturer, provided at least two (2) nos. of similar combinations of the electric generators with the steam turbines are in successful commercial operation for period of not less than two (2) years and logged not less than 14,000 operating hours each, as on the date of bid submission.

AND

The bidder should also have designed, manufactured, supplied, tested and commissioned at least one (1) no. of Distributed Control System (DCS) of the type and version of DCS offered for pulverized coal fired power plant in the last five years and shall be in satisfactory commercial operation for a period of not less than two (2) years as on the date of bid submission.

OR

- 2.1 b) In case the bidder is manufacturer of only one of the above mentioned equipment namely steam generator or steam turbine generator set, then, he shall associate with the manufacturers of the other equipment, who shall in turn also meet the requirements stipulated at 2.1(a) above.

OR

- 2.1 c) The bidder should be an Engineering, Procurement and Construction (EPC) organization, regularly executing BTG package for pulverized coal based thermal power plants who has executed work of at least two (2) nos of BTG package for pulverized coal based thermal power project of 100 MW capacity or higher during last five years on a turnkey basis (with or without civil works) and of which at least one (1) unit is in successful commercial operation for a period of not less than two (2) years and logged not less than 14,000 operating hours as on the date of bid submission. In this case, the bidder shall associate with the steam

generator, steam turbine generator manufacturer, who in turn meet the respective requirements under 2.1 (a) above.

- 2.2 The prime bidder shall accept liability to The Project Manager / Owner for the successful performance of the contract & shall be overall responsible for performance guarantee defined in the Contract.
- 2.3 The prime bidder has to enter into the DJU with the steam generator and/ or steam turbine generator manufacturer, as the case may be, who in turn meets the respective requirements under 2.1(a) above. The DJU to be submitted by bidder shall be as per the format attached with the tender document.
- 2.4 The prime bidder shall offer the DCS from approved /well proven supplier (the make is subject to approval by Project Manager/Owner/Project Manager's consultant during contract stage) which meets the requirements stated under 2.1(a) above.
- 2.5 The equipment offered under this tender by the bidders who are qualified based on above mentioned conditions shall also be well established, of which at least one set of similar type / model / design is in successful and satisfactory operation for at least two years as on the date of bid submission.

3.0 SPECIFIC REQUIREMENTS - STEAM GENERATOR (SG) AND STEAM TURBINE GENERATOR (STG) MANUFACTURER

- 3.1 The manufacturer (LICENSOR OR LICENSEE) shall furnish satisfactory evidence to establish the following without any ambiguity that:
 - a) He is a qualified manufacturer of SG and/or STG who regularly manufactures the equipment and has adequate technical knowledge and practical experience.
 - b) He has adequate plant and manufacturing capacity available and possesses the required project management capability to perform the works properly and expeditiously within the time period specified.
 - c) He has adequate field service organization and resources to provide the necessary field supervision and management services required to successfully erect, test and commission the equipment as required by the contract.
 - d) He has established quality assurance & safety systems and organization designed to achieve high levels of equipment reliability & safety, both during his manufacturing and field activities.
- 3.2 The manufacturer, in case of SG and / or STG is a LICENSEE, shall meet the following requirements and furnish an undertaking for the same:

- a) Any design including engineering undertaken by the LICENSEE shall be approved by the LICENSOR.
- b) Manufacture by the LICENSEE shall be done with the approval of the LICENSOR under a quality assurance program approved and monitored by the LICENSOR.
- c) LICENSEE must furnish backup guarantee from the LICENSOR for individual and overall performance of the equipment supplied under the contract including conceptual engineering and system design.
- d) The LICENSEE agreement should be valid for a period of not less than five years from the date of successful commissioning of this project.
- e) LICENSOR's quality assurance standards to be followed by the LICENSEE shall be made available to the Owner or Owner's inspector or his authorized representative.
- f) LICENSOR technical support will be made available as required by the Owner in answering Owner's technical queries by way of correspondence and participation in coordination meetings, inspections, factory acceptance tests (FATs), site acceptance tests (SATs), site commissioning as deemed necessary by the Project Manager/Owner during the execution of the contract.
- g) Sub-vendors of the LICENSEE shall be approved by the LICENSOR.

4.0 FINANCIAL

The Bidder shall have adequate financial resources to execute the Contract concurrently with his other commitments and shall meet the following conditions.

- 4.1 The BIDDER shall have during the last three financial years an Average Annual Turn Over of not less than Rs. 12,000 million or its equivalent in any other currency.
- 4.2 The Net Worth of the Bidder as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital.
- 4.3 The Bidder should submit copies of their profit and loss account and audited Balance sheet for the last three preceding financial years along with the Bid Document. In cases, where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

Notes for Clause No. 4.0:

- (i) Net Worth means the sum total of the paid up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of the revaluation of assets, write back of depreciation provisions 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 & Surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.

5.0 Joint-Venture Company

In the case of Joint Venture Companies established for manufacture of main plant equipment (SG and/or TG), one of the Joint Venture (JV) Partners / Promoters, having a minimum equity participation of 26% in the JV Company, should fulfill the conditions stated Under Clauses 3.1, 3.2 and 4.0 above. The JV Company should have a valid technology transfer agreement with the JV Partner / Promoter Company, valid at least till 24 months from the scheduled completion period of the project, who meet the qualification requirement stated above, including license to manufacture and supply in India, the type, size and rating of Steam Generator and steam turbine generator specified. A copy of the JV agreement shall be submitted along with the Bid, failing which the Bid shall be liable for disqualification and may be rejected at the discretion of Owner / Project Manager.

6.0 BID DOCUMENT

One complete set of Bid Documents (Tender Specifications) may be collected by any eligible Bidder or his authorized representative on submission of a written request to **The Chief Manager - Contracts & Procurement (ERP)**, The Tata Power Company Limited, Eastern Region Projects Office, Plot No. C-43, Sector-62, Noida-201307, Uttar Pradesh, India. on payment of the cost of document (non-refundable) in the form of crossed Account Payee Demand Draft for Rs. 2,50,000 (Rupees Two Lakhs and fifty thousand only) or equivalent price in US Dollars drawn on any Indian Nationalized bank or its foreign branch or issued by a foreign bank and countersigned by an Indian Nationalized bank or its foreign branch in favour of Industrial Energy Limited, payable at Mumbai.

7.0 BID GUARANTEE AND VALIDITY OF BIDS

The Bids must be accompanied by Bid Guarantee for an amount of Rs. 140 million (Rupees One hundred and forty million only) or US \$ 3.0 million (US Dollar Three million only) in the form of Bank Guarantee. The Bid offer and Bid Guarantee shall be valid for a period of 180 days from the date of opening of techno-commercial Bids.

8.0 SCHEDULE

Sale of Bid Documents: ; From 20/05/2011 to 10/06/2011 on all working days from 10.00 hrs. to 18.00 hrs.(IST).

Pre-bid conference: : 17/06/2011 at 11.00 hrs. (IST)

Bid submission (latest by): : 11/07/2011 before 14.00 hrs (IST)

Bid opening (Bid Security, Qualification Bid : 11/07/2011 at 15.00 hrs (IST)
Technical and Un-priced commercial Bid)

Submission of price implication bid : To be notified later.

Bid opening (Price Bid & Price implication bid): To be notified later.

9.0 GENERAL

9.1 Bid Documents are not transferable. Bids received from those who have not purchased the Bid Documents will be rejected.

9.2 Purchase of Bid Document will not automatically mean that the Bidder is considered qualified.

9.3 Telegraphic, E mailed, telex Bid will not be accepted.

9.4 Part Bids are not acceptable.

9.5 The following information are to be provided by the Bidder along with the Bid:

a) Bidder does not anticipate change in his ownership during the proposed period of the Work. (If such a change is anticipated, the scope and effect thereof shall be defined).

b) Bidder shall furnish his audited profit and loss account and balance sheet for the last three (3) years. In case, where audited results for the last preceding financial year are not available, certification of the financial statements from practicing Chartered accountant can also be considered acceptable.

c) Bidder shall furnish documentation to establish that he has adequate financial stability and status to meet obligations pursuant to scope of the Contract.

d) Credit rating by reputed agencies, if any.

e) Contracts in hand/pending jobs and their status.

- f) Major legal cases and their statutory liabilities.
- g) Recent coal and gas fired power plant orders and their status.
- h) Bank solvency certificate.
- i) Documents related to safety standards & safety records on past projects executed by bidder.
- j) Documents related to internal manufacturing quality assurance and control system.
- k) Documents in proof of on-time payment to sub-contractors and sub-vendors.
- l) Documents related to quality of site activities, i.e. erection testing and commissioning activities.
- m) Documents related to project execution plan including project management and construction management experience.
- n) Documentary evidence to satisfy the qualifying requirement mentioned above. Bidder shall submit the necessary Deed of Joint Undertaking.

9.6 Bidders shall note that the above records will be evaluated and due consideration will be given to those bidders with proven track record.

9.7 Bids not meeting the requirements as stated above shall be rejected.

9.8 The Bidders shall bear all the costs incurred by them for the preparation of their Bid. Owner/Project Manager would not be responsible or liable for any such costs under any circumstances whatsoever.

9.9 In case of disputes of any items / sentences / interpretations, Owner's/Project Manager's view on the same shall be final and binding on the Bidders.

9.10 Further, notwithstanding the above, Owner/Project Manager reserves the right to accept or reject any Bid and to annul the process of submission of Bid, at any time without assigning any reason thereof.

10.0 ADDRESS FOR COMMUNICATION

All communication in respect of this bid shall be addressed to:

The Chief Manager - Contracts & Procurement (ERP),

The Tata Power Company Limited,

Eastern Region Projects Office,

Plot No. C-43, Sector-62,

Noida-201307, Uttar Pradesh , India

Ph:- +91-120-6663000

Fax:- +91-120-6663029

E-mail: anil.agarwal@tatapower.com