

NTPC-SAIL POWER COMPANY PRIVATE LIMITED
(A Joint Venture of NTPC & SAIL)

CORPORATE CONTRACTS & MATERIALS DEPARTMENT

**DETAILED INVITATION FOR BIDS (IFB)
FOR**

**Procurement of Imported Coal for NSPCL Bhilai Power Plant-III (2x250 MW)
(International Competitive Bidding)**

IFB No: CC-C&M-C- 390

Date: 15.05.2015

1.0 NSPCL invites e-tenders/ on line bids in Single-Stage-Two-Envelope bidding basis (Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) **with Reverse Auction** from eligible bidders on 'FOR Destination' basis for Procurement of **0.78 MMT** Imported Coal for **NSPCL Bhilai Power Plant-III (2x250 MW)** located in District Durg in State of Chhattisgarh, India through various Indian Ports as per the scope of work mentioned herein after

2.0 SCOPE OF WORK

Bidders shall declare the coal mine(s) outside India from where they are intending to supply coal as per specification, as per format enclosed in the bidding documents along with their bids. The Successful Bidder shall supply imported Steam Coal sourced from identified mine(s) as declared by him to NSPCL Bhilai power station at Indian Ports, arranging vessels, stevedoring, handling, storage, port clearances, arranging Railway rakes, loading, transportation and delivery at NSPCL Bhilai power station. All other activities for clearing and forwarding of the consignments like Customs Clearance, coordination with Ports, Railways and any statutory authorities shall also be part of Scope of Work of the Successful Bidder. All liaison, coordination with coal mine (s) outside India, coordination at load port, discharge port, Railways handling agents etc. shall also be part of Scope of Work of the Successful Bidder. Unloading of Coal at NSPCL Bhilai power station end from Railway Wagons shall be arranged by NSPCL Bhilai.

The detailed Scope of Work shall be as per Volume-III of Bidding Documents.

3.0 NSPCL intends to finance the subject package through Own Resources.

4.0 Detailed specification, scope of work and terms & conditions are given in the bidding documents, which are available for examination at the address given below at Para 11.0 till the last date for requesting the bidding documents indicated herein. The salient details and schedule for the bidding is as under:

Bidding Document Sale/Download Period: From **22.05.15** 1000 Hrs to **12.06.15** 1700 Hrs.

Pre-bid Conference Date & Time : **13.06.15** from 1100 Hrs

- Last date for seeking clarifications : **13.06.15** upto 1700 Hrs
- Bid Receipt Date & Time for both Techno-Commercial and Price Bids including documents in physical form (Bid security, Integrity Pact etc.) of Techno-Commercial bids : Up to **22.06.15** by 1430 Hrs (IST)
- Techno-Commercial Bid Opening Date & Time : **22.06.15** at 1500 Hrs (IST)
- Cost of Bidding Document: **INR 2000** (Indian Rupees Two Thousand Only) per set for Indian Bidders and **US\$ 35** (US Dollar Thirty Five Only) per set for Foreign Bidders.

Date & Time for opening of Price Bids shall be intimated separately to the bidder who's Techno-Commercial Bid is found acceptable. Date of Reverse Auction shall be intimated separately to the technically and commercially acceptable bidders who's Price bids have been opened.

- 5.0 A complete set of Bidding Documents is to be downloaded **only** from NSPCL's e-tender website "<http://www.tenderwizard.com/NSPCL>" after registration on the website and after paying the cost of bidding documents(non-refundable) as mentioned at clause 4.0 above in the form of an Account Payee Demand Draft / Bankers' Pay Order in favour of NTPC-SAIL Power Company Private Limited or "**NSPCL**" payable at **New Delhi** or through Electronic Money Transfer into NSPCL's Account No. **0007 0500 2031** of ICICI Bank, Connaught Place Branch, New Delhi, (IFSC Code **ICIC 0000007**) and entering its details at the appropriate place on the website. The original of the Demand Draft / Bankers' Pay Order or printed copy of the transaction statement for the Electronic Money Transfer is to be submitted in original at the address indicated below along with the Earnest Money Deposit.
- 5.1 Bidder may please note that Bidding Documents **will not** be available on NSPCL web site (www.nspcl.co.in) and NTPC tender website (www.ntpctender.com)
- 5.2 Only the downloaded documents are to be used for bidding purposes. Bids shall be submitted and opened at the address given below in the presence of Bidder's representatives who choose to attend.
- 6.1 All bids must be accompanied by Bid Security for an amount of **Rs 45,454,000/- (Indian Rupees Forty Five Million Four Hundred Fifty Four Thousand only) for Indian Bidders and US \$ 708,100/- (US Dollar Seven Hundred Eight Thousand One Hundred only)** for Foreign Bidders in the form as stipulated in the Bidding Documents. The Bid Security and cost of bidding documents in Original shall be submitted in a separate sealed envelope before the

stipulated bid submission closing date and time

ANY BID FOR WHICH ACCEPTABLE BID SECURITY AND COST OF BIDDING DOCUMENTS IN A SEALED ENVELOPE IS NOT RECEIVED PHYSICALLY AT THE ADDRESS INDICATED BELOW SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED.

- 6.2 The Bidder may examine the bidding documents and may request for any modification or clarification or suggestions or deviation to the bidding documents prior to the specified last date for clarifications. The bidders are required to send his request to NSPCL at email rpahirwar@nspcl.co.in and rajendra.singh@nspcl.co.in for any modification or clarification or suggestions through email only on or before the specified last date for the same.
- 6.3 Subsequent to Pre-bid Conference and last date for receipt of clarifications and, NSPCL shall internally review the clarifications/ suggestions/deviations of the bidders and transmit the response (without identifying the source of query) to all prospective Bidders who have received the bidding documents. The response shall be sent through amendments/ clarifications to the bidding documents through email. While making his Techno-Commercial Bid & Price Bid; the bidder shall take into consideration all terms, conditions and specifications of the Bidding Documents, the amendment(s)/ clarification(s)/ addenda/errata (if any) issued by NSPCL prior to opening of Techno-Commercial Bids.
- 6.4 In case any modification (s) or clarification (s) or suggestion (s) of the bidders is/ are not accepted in the said amendments/ clarifications made to the bidding documents; the bidders shall suitably take in to account the implication of such modification or clarification or suggestions by the bidder into their bid prices, if any, and submit their bid without any further modification or clarification or suggestions or deviation.
- 6.5 During the submission of Techno-Commercial Bid, Bidders shall be required to furnish a 'No Deviation Certificate' confirming full compliance to the terms, conditions and Technical Specifications of Bidding Documents and Corrigendum(s) / Amendment(s)/ Clarification(s) (if any), failing which bids shall be rejected and will not be opened.

7.0 QUALIFYING REQUIREMENT FOR BIDDERS

The Bidder can be an individual firm meeting the qualifying requirements stipulated hereunder as per Clauses A and B;

OR

The Bidder can be a Consortium of maximum three (03) firms meeting the qualifying requirements stipulated hereunder as per Clauses A and B collectively.

Each partner of Consortium shall meet at least 25% of Technical Criteria Requirement mentioned at Clause A1 or Clause A2 or at least 25% of the Financial Criteria Requirement mentioned at Clause B except for the Net worth criteria mentioned at Clause B (ii).

The Consortium shall necessarily identify one of the Partners as lead Partner who shall meet on its own at least 51% of one of the Technical Criteria mentioned at clause A1 and Clause A2 and at least 51% of Financial Criteria mentioned at Clause B except for the Net worth criteria mentioned at clause B(ii).

In case, lead partner of Consortium meets on its own, at least 51% of only one of the Technical Criteria mentioned at clause A1 or A2, then one partner other than lead partner shall have to meet at least 51 % of the remaining Technical Criteria.

A. Technical Criteria for Bidder:

- A1.** The Bidder should have imported / exported and supplied a minimum of **0.31 MMT** of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. of origin other than India to any firm, in any continuous twelve (12) months in one or multiple contracts during the past three (3) years reckoned from the date of Techno Commercial bid opening.

In support of the aforesaid experience, the Bidder shall furnish:

- a) Supply Experience certificate from purchaser and;
- b) Certificate in original from Statutory Auditor(s) of the Bidder

AND

- A2.** The Bidder should have handled, including port operations and loading for dispatch through Indian Railways, a minimum of **0.31 MMT** of any dry bulk (solid) commodity, like Coal, Iron ore, Fertilizers, Chemicals, Cement etc. in India, in any continuous twelve (12) months in one or multiple contracts during the past three (3) years reckoned from the date of Techno Commercial bid opening.

In support of the aforesaid experience, the Bidder shall furnish:

- a) Handling Experience certificate from the purchaser and;
- b) Certificate in original from the Statutory Auditor(s) of the Bidder

B. Financial Criteria for Bidder:

- (i) 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 1428 Million** (Indian Rupees One Thousand Four Hundred Twenty Million Only) or in equivalent foreign currency.

- (ii) Net Worth of the Bidder as on the last date of the financial year immediately preceding the date of Techno-Commercial bid opening should not be less than 100% of its paid-up share capital.
- (iii) In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the un-audited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification:
 - a. Copies of the un-audited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company.
 - b. A certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.

In cases where audited results for the preceding financial year as on the date of bid opening are not available, certification of the financial statements from a practicing Chartered Accountant shall also be considered acceptable.

- (iv) In case a Bidder does not satisfy the financial criteria, stipulated at paras B(i) and/ or B(ii) above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Para B (i) 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 bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution of the Holding company, 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.
- (v) The un-utilized Line of Credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the date of bid opening, duly certified by its Bankers, should not be less than **INR 476 Million** (Indian Rupees Four Hundred Seventy Six Million Only) or in equivalent foreign currency.

In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.

- (vi) Where another Company of the group acting as the Treasury Centre is responsible for Treasury Management of the Bidder having combined credit/guarantee limit for the whole group, the Bidder would be required to provide a Banker's certificate regarding the un-utilized line of credit for fund based and non-fund based limits together with cash and bank balances including fixed deposits available to such Treasury Centre. Further, Treasury Centre should certify that out of the aforesaid limits certified by the Bankers, the

Bidder shall have access to the line of credit of a level not less than the amount specified at Para B (v) above. In proof of this, the Bidder would be required to furnish along with its bid, a Letter of Undertaking from the Treasury Centre, supported by a resolution passed by the Board of Directors of the Holding Company, 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.

- (vii) In case the Bidder's unutilized line of credit for fund based and non-fund based limits specified at Para B (v) above is not sufficient, a comfort letter from one of the Bankers specified in the bid documents unequivocally stating that in case the Bidder is awarded the Contract, the Bank would enhance the line of credit for fund based and non-fund based limits to a level not less than the specified amounts to the Bidder or to the Treasury Management Centre, as the case may be, shall be acceptable.
- (viii) In case of a bid submitted by a Consortium, the turnover and line of credit shall be considered on a combined manner for all the Consortium partners but the partners shall be required to meet the Net Worth criteria individually. However, in case of a Consortium of Holding Company and /or Subsidiary, the options at Para B (iii) and Para B (iv) are also available to the Bidder.

NOTES:

- 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) For unutilized line of credit for fund based and non-fund based limits and turnover indicated in foreign currency, the exchange rate as on seven days prior to the date of bid opening shall be used.
- iv) The term 'date of bid opening' would mean the date of Techno-Commercial bid opening.
- v) A firm can be a partner in only one Consortium; bids submitted by Consortium including the same firm as partner will be rejected.
- vi) The Consortium shall necessarily identify one of the partners as lead partner.
- vii) The Consortium Bidder shall provide, along with the bid, a Consortium Agreement, as per the format enclosed in the bid documents in which the partners of the Consortium are jointly and severally liable to the Owner to

perform all the contractual obligations. The Consortium Agreement shall be submitted along with the bid, failing which the Bidder shall be disqualified and his bid shall be rejected.

viii) In case of Consortium, the bid security, and in the event of award to Consortium the performance bank guarantee, shall be in the name of all the partners of the Consortium.

ix) Dry (bulk) solid commodity mentioned at Para **A.** above means dry solid bulk cargo covered in Appendix 4 (page 352 to 358) of International Maritime Solid Bulk Cargoes (IMSBC) code MSC 84/24/Add.3

C. Notwithstanding anything stated above, the Owner reserves the right to assess the capabilities and capacity of the Bidder/ its collaborators /associates/ subsidiaries/ group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Owner.

8.0 In case of Consortium, at least one of the Partners of the consortium must have purchased the bidding documents in his name.

9.0 NSPCL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.

10.0 Downloading of Bid Documents by any Bidder or payment/ acceptance of tender documents cost shall not construe that such Bidder is considered to be qualified.

11.0 Bids shall be uploaded on NSPCL e-tender web portal (www.tenderwizard.com/NSPCL). The bids shall be opened on the e-tender web portal at the address given below in the presence of Bidder's representatives who choose to attend the bid opening.

12.0 Address For Communication:

AGM(C&M)/ DGM(C&M)
NTPC-SAIL Power Company Private Limited
4th Floor, NBCC Tower,
15, Bhikaji Cama Place,
New Delhi-110 066

Phone: 011-26717376/ 26717377,
Fax: 011-26717365/ 26717363

E-mail: rpahirwar@nspcl.co.in and
rajendra.singh@nspcl.co.in