

**NOTICE INVITING TENDER (NIT)**

**for**

**DOMESTIC COMPETITIVE BIDDING (DCB) as**

**TENDER**

**cum**

**REVERSE AUCTION**

**FLUE GAS DE-SULPHURISATION PACKAGE**

**2 UNITS OF**

**[SANTALDIH THERMAL POWER STATION (2x250 MW)]**

**THROUGH**

**TURNKEY TENDERING PACKAGE**

**SPECIFICATION NO.: ST-FGD-02**

**DOCUMENT NO. : 2021-FGD-A-001**

**NIT no.: WBDCL/CORP/NIT/E1477/21-22**

**Publication date: 30.09. 2021**

**The West Bengal Power Development Corporation Limited**

**(A Government of West Bengal Enterprise)**

**Registered & Corporate Office:**

Bidyut Unnayan Bhawan,  
Plot No. - 3/C, Block - LA,  
Sector – III, Salt Lake City,  
Kolkata – 700 106



INVITATION FOR BIDS FOR FLUE GAS DESULPHURISATION TURNKEY PACKAGE AT  
SANTALDIH THERMAL POWER PROJECT (2x250 MW)  
THROUGH EPC DOMESTIC TENDERING

**DOMESTIC COMPETITIVE BIDDING**

Tender Notice No.: WBPDC/CORP/NIT/E1477/21-22

Published on: 30<sup>th</sup> September, 2021

**1.0** The West Bengal Power Development Corporation Limited (WBPDC) invites Electronically secured tenders in **2 Stage (i.e Stage-I: Techno-commercial Bid and Stage-II: Price Bid opening followed by reverse auction)** from reputed eligible bidders having sound technical and financial capability for the following work at 2 Units of SANTALDIH THERMAL POWER STATION-STPS (2x250 MW).

**2.0 SCOPE OF WORK FOR THE TURNKEY PACKAGE:**

Design, engineering, manufacture, fabrication, shop testing, supply, transport, storage, insurance, erection, testing & commissioning works for the EPC Package, on the basis of single point responsibility, completely covering the areas for Flue Gas Desulphurization Plant Viz. Flue Gas Handling System, Limestone Handling and Crushing System , Limestone Slurry Preparation & transportation, Absorber / Oxidation System, Secondary Dewatering System & Gypsum Handling System and Waste Water Treatment System complete with Civil, Structural and Architectural works, Electrical and Control & Instrumentation System as specified in the Technical Specifications, and putting into satisfactory operation all the equipment.

Scope shall be inclusive of logistic studies, customs clearance & port clearance, port charges, if any, Performance and guarantee tests after successful completion of initial operation; Supply of Mandatory spares ,Reconciliation with Customs Authorities and Satisfactory conclusion of the Contract.

Detailed scope of work has been specified in the bidding documents.

### 3.0 TIME OF COMPLETION:

Completion of all Facilities within 30 months from the date of issue of Letter of Award.

### 4.0 DETAILS OF TENDER:

a)	<b>Publication of the tender document</b>	:	<b>30.09.2021 AT 15:30 Hours.(IST)</b>
b)	Start date of download	:	<b>30.09.2021 AT 17:00 Hours.(IST)</b>
c)	<b>Pre-bid queries submission end date</b>	:	<b>22.10.2021 within 15:00 Hours.(IST).</b> For details refer ITB 4.0 of Volume –I , Section-II of the Tender Document.
d)	<b>Pre-Bid meeting ( Online through Microsoft Teams app)</b>	:	<b>28.10.2021 ;Time : 11:00 Hours (IST) .</b> The bidders need to provide their email and contact number for attending the same. The link shall be shared with the bidders accordingly.
e)	<b>Demonstration of Bid submission ( Online through Microsoft Teams app)</b>	:	<b>To be notified later</b> The bidders need to contact Ms. Rinku Ghosh , Senior Officer, mjunction services limited Contact no. : 08584008162
f)	<b>Demonstration of Reverse Auction procedure ( Online through Microsoft Teams app)</b>	:	<b>To be notified later</b> The bidders need to contact Ms. Rinku Ghosh , Senior Officer, mjunction services limited Contact no. : 08584008162
g)	<b>Last Date and Time for Submission of Complete Tender (1st Stage)</b>		<b>12.11.21 at 15.00 hrs (IST)</b>
h)	<b>Place, Date &amp; Time for Opening of Tender (1st stage)</b>		<b>WBPDCCL Corporate Office, Kolkata, India on 12.11.2021 at 15:30 Hours (IST)</b>
<i>Date of Submission of Price Bid (Stage-II) shall be intimated separately after opening of 1<sup>st</sup> Stage Bid( Techno –commercial) bids.</i>			
<i>Reverse Auction shall be carried out on the evaluated price as per methodology defined in the ITB Sub Clause 29.0 details of which to be notified later.</i>			
	<b>Bid Security</b>	:	Each Bidder has to submit Deposit/ Bid Security (EMD) for an amount as specified below issued by an Indian Branch of any scheduled bank or any other reputed bank possessing valid license from Reserve Bank of India (RBI) to do business in India. The Bank Guarantee shall remain valid for a period of <b>270</b> days from the date of opening of the tender. in the form as stipulated below :

			<b>FGD Project</b>	<b>Earnest Money Deposit/ Bid Security (in INR) of the subject Project</b>
			STPS (2X250MW)	<b>Rs 12.40 crores</b>
Any bid not accompanied by an acceptable Bid Security shall be treated by the employer as non-responsive and shall not be opened.				

## 5.0 QUALIFICATION REQUIREMENT AND ELIGIBILITY CRITERIA FOR BIDDERS

The Bidder should be an Indian Company registered in India under the Companies Act of India meeting any of the qualifying routes stipulated under clause 5.1, 5.2, 5.3 and 5.4 alongside the requirements stipulated under clause 6.0 under the section.

Documentary evidence (Appropriately authorized end user certified completion certificate) in support of criteria fulfillment for each of the clauses mentioned in the Qualification requirement need to be submitted for owner's satisfaction by the bidder and/or his Collaborator as the case may be .

### 5.1 Wet Flue Gas Desulphurization (FGD) System Manufacturer (FGDM)

- 5.1.1 The bidder should have designed, engineered, manufactured / got manufactured, erected/supervised erection and commissioned in a pulverized Coal fired Power Plant, at least one (1) no. of Wet Limestone based flue gas treatment capacity of not less than 5,00,000 Nm<sup>3</sup>/hr, with desulphurization efficiency of at least 90% . The above wet limestone based FGD system should have been in successful operation for a period not less than one (1) year during the preceding 7 years as on the date of bid opening (Stage-I).
- 5.1.2 Bidders who meet the criteria as above in Sl. No. 5.1.1 except for designing and/or engineering of the Wet Limestone based flue gas desulphurization system and are not owning the technology but authorized to use the technology should have a valid ongoing collaboration/technology transfer/licensing agreement(s) with the Qualified Wet Flue Gas Desulphurization System Manufacturer (**QFGDM**) as on the date of techno-commercial bid opening (Stage-I) which shall be valid till the end of the defect liability period of the contract.
- 5.1.3 The Bidder shall furnish DJU executed by him and the Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) in which the executants of DJU shall be jointly and severally liable to the Employer for all contractual obligations including successful performance of the FGD System as per the formats enclosed in bidding documents. The Deeds of Joint Undertaking shall be submitted along with techno-commercial bid (Stage-I), failing which the Bidder shall be disqualified and its bid shall be rejected.

In case of award, the Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) will be required to furnish an on demand bank guarantee for an amount of 2% of the contract price in addition to the contract performance security to be furnished by the Bidder.

**Note:** Technology ownership shall necessarily mean to have the know-how for **Wet Flue Gas Desulphurization (FGD) System** in the form of complete design dossier, design software's, drawings and documentation, quality system manuals etc.

## **5.2 Indian Subsidiary of Qualified Wet Flue Gas Desulphurization (FGD) System Manufacturer (QFGDM)**

- 5.2.1 The Bidder shall be an Indian Subsidiary Company having an equity participation of minimum 51% of the Qualified Wet Flue Gas Desulphurization (QFGDM) System Manufacturer, registered in India under the Companies Act of India, as on the date of bid opening (Stage-I) , for manufacturing supercritical steam generator and/or FGD Systems. If the Subsidiary Company is registered as a public limited company then it should have obtained certificate for Commencement of Business in India as on the date of techno-commercial bid opening (Stage-I).
- 5.2.2 The Subsidiary Company shall remain a subsidiary Company of the Qualified Wet Flue Gas Desulphurization (FGD) System Manufacturer for a minimum period of 7 years from the date of incorporation of such Subsidiary Company or up to the end of the defect liability period of the contract whichever is later.
- 5.2.3 The Subsidiary Company should have executed at least one large industrial project (with or without civil works) , of work order value INR 2100 Million (excluding Taxes & duties) during last 7 years ending last day of month previous to one in which applications are invited.
- 5.2.4 Such Indian Subsidiary Company for Wet Flue Gas Desulphurization System Manufacturing should have valid ongoing collaboration / technology transfer/licensing agreement(s) with the **QFGDM** as on the date of techno-commercial bid opening (Stage-I) .
- 5.2.5 The Bidder shall furnish DJU executed by him and the Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) in which the executants of DJU shall be jointly and severally liable to the Employer for all contractual obligations including successful performance of the FGD System as per the formats enclosed in bidding documents. The Deeds of Joint Undertaking shall be submitted along with techno-commercial bid (Stage-I), failing which the Bidder shall be disqualified and its bid shall be rejected.

In case of award, the Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) will be required to furnish an on demand bank guarantee for an amount of 2% of the contract price in addition to the contract performance security to be furnished by the Bidder.

## **5.3 Steam Generator Manufacturer with an ongoing collaboration / technology licensing agreement with Qualified Wet Flue Gas Desulphurisation (FGD) System Manufacturer (QFGDM)**

- 5.3.1 The bidder should have designed, engineered, manufactured /got manufactured, erected/supervised erection and commissioned at least in two (2) nos. of different contracts of different project owners, Steam Generator for Fossil fuel Fired Power Plant capacity of 200MW unit or above. The above Steam Generator (s) should have been in successful operation for a period not less than two (2) years during the preceding 7 years as on the date of bid opening (Stage-I).
- 5.3.2 Bidder should have valid ongoing collaboration / technology transfer/ technology licensing agreement(s) with the **QFGDM** as on the date of techno-commercial bid opening (Stage-I) which shall be valid till the end of the defect liability period of the contract.
- 5.3.3 The Bidder shall furnish DJU executed by him and the Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) in which the executants of DJU shall be jointly and severally liable to the Employer for all contractual obligations including successful performance of the FGD System as per the formats enclosed in bidding documents. The Deeds of Joint Undertaking shall be submitted along with techno-commercial bid (Stage-I), failing which the Bidder shall be disqualified and its bid shall be rejected.

In case of award, the Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) will be required to furnish an on demand bank guarantee for an amount of 2% of the contract price in addition to the contract performance security to be furnished by the Bidder.

**5.4 EPC Organization with Project Management Experience with Collaboration /technology licensing agreement with Qualified Wet Flue Gas Desulphurization (FGD) System Manufacturer (QFGDM)**

- 5.4.1 The Bidder should substantiate to have executed on Engineering, Procurement and Construction (EPC) basis, large industrial projects in the area of Power or any other similar process industry, at different Project sites, during last 7 years ending last day of month previous to one in which applications are invited, with order values (excluding Taxes & duties) as follows:

Three Completed works costing not less than the amount of Rs. 2100.00 Million.

OR

Two Completed works costing not less than the amount of Rs. 2625.00 Million.

OR

One Completed works costing not less than the amount of Rs. 4200.00 Million.

- 5.4.2 Bidder shall ensure Collaboration / technology transfer/licensing agreement(s) with the **QFGDM** which shall remain valid till the end of the defect liability period of the contract.

5.4.3 The Bidder shall furnish DJU executed by him and the Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) in which the executants of DJU shall be jointly and severally liable to the Employer for all contractual obligations including successful performance of the FGD System as per the formats enclosed in bidding documents. The Deeds of Joint Undertaking shall be submitted along with techno-commercial bid (Stage-I), failing which the Bidder shall be disqualified and its bid shall be rejected.

In case of award, the Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) will be required to furnish an on demand bank guarantee for an amount of 2% of the contract price in addition to the contract performance security to be furnished by the Bidder.

#### **Notes for clause 5.0**

- (i) “Qualified Wet Flue Gas Desulphurization System Manufacturer” (QFGDM) means a manufacturer who has executed/ owner of technology for Wet Limestone based flue gas treatment unit (capacity not less than 5,00,000 Nm<sup>3</sup>/hr), with desulphurization efficiency of at least 90% in at least one (1) no. thermal power generating unit which is in operation for a period not less than one (1) year during the preceding 10 years as on the date of bid opening (Stage-I).
- (ii) Wherever the term 'coal fired' is appearing above, "coal" shall be deemed to also include bituminous coal/sub-bituminous coal/brown coal/lignite.
- (iii) Erection/Commissioning: Where erection/supervision of erection and commissioning/supervision of commissioning has not been in the scope of the bidder as mentioned in 5.1.1 and 5.3.1, bidder should have acted as an advisor for erection and commissioning. Necessary documents/certificates from the end user (client), in support of above shall be furnished along with the bid proposal (Stage-I).
- (iv) 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 the owner of Plant or any intermediary organization/subsidiary company/holding company. However a certificate from such owner of plant shall be required to be furnished by the bidder along with its bid proposal (Stage-I) in support of the Bidder's/QFGDM claim of meeting the qualification requirement as per clause 5.0 above.
- (v) Technology transfer agreement between the bidder and the QFGDM shall necessarily cover transfer of technological knowhow for Wet Flue Gas Desulphurization (FGD) System in the form of complete design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the bidder's company.

## **6.0 FINANCIAL CRITERIA:**

Bidder and its Collaborator (if any) shall submit its audited financial statements for the last 3 financial years from the date of 1st Stage Bid submission for verification and in support of their compliance of the financial criteria.

### **6.1 Financial Criteria of Bidder**

- 6.1.1 The average annual turnover , in the preceding three (3) financial years as on the date of techno-commercial bid opening (Stage-I), should not be less than **INR 1575 Million (Rupees One Thousand Five Hundred Seventy Five Million)**.-
- 6.1.2 The Net Worth, as on the last day of the preceding financial year as on the date of techno commercial bid opening (Stage-I) should not be less than 100% of the paid-up share capital.

### **6.2 Financial Criteria of Collaborator**

- 6.2.1 The average annual turnover, in the preceding three (3) financial years as on the date of techno-commercial bid opening (Stage-I), should not be less than **INR 105 Million (Rupees One Hundred Five Million)**
- 6.2.2 The Net Worth, as on the last day of the preceding financial year as on the date of techno commercial bid opening (Stage-I) should be positive.

### **Notes for clause 6.0**

- (i) In case of Foreign currency(ies) conversion factor shall be the TT Buying exchange rate of SBI as on the date bid opening (Stage-I).
- (ii) 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 and 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.

**7.0** WBPDCCL 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.

**7.1** WBPDCCL reserves the right not to accept Qualified Wet Flue Gas Desulphurization System Manufacturer (QFGDM) in such cases where the participating enterprise has origin or carries out business from a “Prior reference” country as indicated by order no. 25-11/6/2018-PG dated 02.07.2020 of Ministry of Power, Govt. of India.



- 7.2 Downloading and submission of bidding documents will not be construed to mean that such Bidders are automatically considered qualified.
- 7.3 Bids are to be submitted online through the E-tender portal link: <https://eps.buyjunction.in> All the documents uploaded by the Tender Inviting Authority, form an integral part of the bid. Bidders are to keep track of all the Addendum / Corrigendum issued against the particular NIT and download copies of the above documents and merge the Addendum / Corrigendum with respective NIT.
- 7.4 Reverse Auction shall be carried out through E Auction portal of mj unction through the link <https://eprocurement.mjunction.in>
- 7.5 Permanent Address of WBPDCCL Corporate Office for future correspondences and all other forthcoming related activities pertaining to subsequent processing of tender, award of contract etc. shall be as below.

## **8.0 ADDRESS OF COMMUNICATION:**

**The General Manager (M & C),  
The West Bengal Power Development Corporation Limited,  
Bidyut Unnayan Bhawan, Plot No. - 3/C, Block - LA,  
Sector - III, Salt Lake City, Kolkata - 700 106 ,  
WEST BENGAL ,INDIA**

- (a) Contact person for correspondence: Siladitya Chakroborty, Sr.Manager (M&C), Corporate Office  
E-mail: [schakraborty01@wbpdcl.co.in](mailto:schakraborty01@wbpdcl.co.in)  
M-9433430567.
- (b) Contact person for techno-commercial queries : Mrinmoy Chakroborty, Sr.Manager(P&P),  
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