



नॉर्थ ईस्टर्न इलैक्ट्रिक पावर कॉरपोरेशन लि.
(भारत सरकार का उपक्रम)

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A GOVT. OF INDIA ENTERPRISE)

O/o EXECUTIVE DIRECTOR, RENEWABLE ENERGY,
Website: www.neepco.gov.in Email: neepcorenewables@gmail.com

NOTICE INVITING TENDER
(INTERNATIONAL COMPETITIVE BIDDING)
(THROUGH E-TENDERING)

NIT NO. 06 DATED 23-02-2016

1.1 NEEPCO Limited, a leading Public Sector Enterprise of Govt. of India, hereinafter referred to as 'the Employer', responsible for Planning, Design, Construction, Operation and Maintenance of Hydroelectric Power Projects as well Gas Based Thermal Power Projects has recently diversified into Wind & Solar power projects. It intends to implement - **50 MW solar power project anywhere in India, with its O & M for five years** referred to as 'the Project' by International Competitive Bidding.

1.2 **Brief Scope of Work:** Engineering, Procurement and Construction (EPC) contract for development of 50 MW capacity Solar PV Power Project (including land, evacuation arrangements and arranging Power Purchase Agreement) with its comprehensive Operation & Maintenance for 5 years.

1.3 The bidder must satisfy the following qualifying criteria / requirements in Solar Power PV Projects:

(A) Technical Criteria:

(i) The bidder should have designed, supplied, erected and commissioned SPV based grid connected / interactive Solar PV power plant(s) of cumulative installed capacity not less than 20MW in India and abroad during the last 5 years ending date of NIT.

(ii) Out of which at least one Solar PV plant of not less than 5 MW capacity must have been in successful operation for at least Six (6) months as on the date of NIT.

(B) Financial Criteria:

(i) Annual turnover of the bidder should be minimum of Rs.120 crores in any one of the last three preceding financial years ending 31st March i.e., FY 2014-15, FY 2013-14, & FY 2012-13

(ii) The Net worth of the bidder should be positive for the last financial year as per audited Annual accounts i.e. for FY 2014 – 2015.

(C) Nature of Bidders

1) A Bidder can be a company or a consortium of companies

2) In case of a company, the intending Bidders should be a cell/module manufacturer or a reputed EPC player in the global solar market operating for the past 3 years.

In case of a Foreign Company, the Foreign Company should have an Indian Arm. In case the Bidder is an Indian Arm (JV with an Indian Company, Subsidiary, Authorized Agent, Branch Office or Affiliate) of a foreign principal, then the foreign principal shall have to fulfill each eligibility criteria. If such foreign principal desires that the contract be entered into with the Indian arm, then a proper bank to back continuing guarantee shall be provided by the foreign principal, clearly stating that in case of

failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/guarantees that may have been given, then the foreign principal shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by owner. The guarantees shall cover inter alia the commitment of the foreign principal to complete the entire work (land, design, Engineering, Manufacturing, Supply, Erection, Testing & Commissioning and O&M) in all respects and in a timely fashion, being bound by all obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian Arm. The foreign principal would ensure completion of the contract in the event of any failure of Indian Arm and also undertake not to withdraw from the contract till completion of the work.

- 3) In case of a consortium, which can be formed between (a) Manufacturer of cell/module with other manufacturers of cell/module (b) Manufacturer of cell/module and EPC Player (c) Manufacturer of cell/module with manufacturer of Inverter or Transformer or (d) any combination of above four under the following conditions:-
- (a) Parties in the consortium would have binding agreement for joint/several responsibilities and shall submit copies of such agreements.
 - (b) In no cases the consortium would have more than 3 partners.
 - (c) One of the partners shall be submitted as a lead partner, and the lead partner should have a share of at least 51% in the Consortium and his authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatory(s) of other Partner.
 - (d) The lead partner shall be authorized by the consortium to incur liabilities and receive instructions for and on behalf of consortium and the entire execution of the contract including payments shall be done exclusively to the partner authorized by the consortium.
 - (e) In case a Bid submitted by a consortium the experience of 100% subsidiary or parent company shall also be considered for establishing compliance to the Qualifying requirements and evaluation thereof.
 - (f) In case of an Bidder Company, formed after merger and / or acquisition of other companies, past experience and other antecedents of the merged/acquired companies will be considered for qualification of such Bidder Company provided such Bidder Company continues to own the requisite assets and resources of the merged/ acquired companies needed for execution and successful implementation of the work package put to tender.

(D) Land Arrangement including land for evacuation of Power

The bidder has to arrange the land required and shall have any of the following arrangement for having land with clear title and free from all encumbrances, charges, liens, encroachments or litigation and not subject matter of acquisition for any other purpose:-

- a) The bidder already having possession of land in record of rights in his own name. The land may be under lease or under ownership.
- b) The bidder already having agreement duly notarized with a third party (an individual or company) who is / are already having possession of land in his / their own name. The land may be under lease or under ownership.



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- c) In case of Government land, bidder already having allotment letter of the land for setting up of Solar Power project thereon, in bidder's own name or in the name of third party (an individual or company) by the competent authority. The land may be under lease or under ownership.
- d) In case of Forest land, the bidder already having in principle approval of MoEF, Govt. of India either in his favour or in favour of third party for diversion of offered Forest land for use in implementation of Solar power projects under provisions of Forest (conservation) Act, 1980.
- e) The bidder shall submit a documentary evidence from transmission utility for availability of Power potential in the nearby substation for evacuation of Power from the Solar Plant to the grid.

(E) Power Purchase Agreement:

The bidder, on behalf of the Employer, has to arrange the Power Purchase Agreement (PPA) with the State/Central Agency and the Employer for a period of 25 (Twenty Five) years for sale of power generated from the 50 MW Plant.

'The PPA (already existing in the name of the bidder)' or else 'Formal Commitment Letter from the respective State/Central Agency for signing of the PPA at a specified rate' or 'an undertaking by the Bidder specifying the PPA rate' shall be submitted along with the Bid.

1.4 Time for Completion:

- a) Completion Period of Engineering, Procurement and Construction (EPC) contract for 50 MW capacity Solar Power Project at suitable site is 9 (Nine) months from the date of issue of Letter of Award including Commissioning Period.
- b) Duration of Comprehensive Operation & Maintenance is 5 (Five) years from the date of completion of the project.

1.5 EARNEST MONEY DEPOSIT:

Earnest Money Deposit (EMD) in the form of Bank Guarantee issued by an Indian Nationalized / Scheduled Bank or a Foreign Bank notified as a Scheduled Bank under the provisions of the 'Reserve Bank of India Act' through any of its Branches in India, for an amount of INR. 40,000,000 (Indian Rupees Forty Million or in equivalent USD only) with a validity of 180 days needs to be submitted at the time of Bid Submission by the Bidder.

1.6 BID SUBMISSION:

- a) Online Bid Submission – Technical Bid (Part-I) in pdf and Price Bid (Part-II) electronic format, complete in all respect must be submitted on the portal <https://neepco.abcpurchase.com> by **29-03-2016** (up to 11:00 Hrs.).
- b) Offline supporting Bid Documents complete in all respect must be delivered in sealed envelopes to the below mentioned office by **01-04-2016** (up to 11:00 Hrs.).



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The Address for submission of Hard Copies and Opening of the Bid is as under:

Executive Director (Renewable Energy)
NEEPCO Ltd., BROOKLAND COMPOUND,
LOWER NEW COLONY, SHILLONG – 793003,
MEGHALAYA, INDIA.

E-MAIL: neepcorenewables@gmail.com

WEBSITE: www.neepco.gov.in

PHONE/FAX: 0364-2222934

The envelope(s) containing documents must be clearly marked - **(EPC) contract for 50 MW anywhere in India, with its O&M for five years.**

In the event of the specified date for the submission of offline bids or opening of on line bids being declared a holiday for the Employer, the same shall be carried out at the specified time on the next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amendment notified in this regard. The name, mailing address and tele-fax/mobile number of the Bidder should be clearly indicated on the envelope.

1.7 The online bids whose requisite hard copies are not received by the due date and time will be considered as late submissions and rejected.

1.8 The Techno-commercial Bid shall be opened online on **29-03-2016** (15:00 Hrs) at the address stated under Para 1.6.

1.9 The currency for the bid shall be Indian Rupee (INR) or Equivalent United States Dollar (USD) only.

1.10 Bids shall be valid for a period of 180 days after the deadline for bid submission. If any bidder withdraws his bid before the said period or makes any modification in his bid, the bid security shall stand forfeited.

1.11 Bids shall be furnished on firm price basis.

1.12 Bids shall be submitted under Single Stage Two Envelope (Envelope-I: Technical Commercial Bid & Envelope-II: Price Bid) process through e-tendering as per the procedure as detailed below :

i) Techno-commercial Bid

The Envelope-I i.e. Techno-commercial Bid shall be opened first in presence of bidders designated representatives who chose to attend at the scheduled time & date and at the location stipulated in Para 1.6. The bidder's representatives who are present shall sign a register evidencing their attendance.

ii) Price Bid

The Envelope-II i.e. Price bid of only those bidders, who are found to be techno-commercially responsive for the subject works shall be opened thereafter. The date of opening of the Price Bids shall be notified separately to all the bidders whose bids are found technically responsive. The price bid shall be opened online in presence of bidders representatives who wish to be present at the designated time and at the location stipulated in Para 1.6.

Also Bidders may view the tender opening results of Techno-commercial and Price Bid in <https://neepco.abcprocure.com> by marking their presence.

1.13 Participation in Bids

1.13.1 Portal Registration:

The bidders intending to participate in the e-tendering and to download the detailed bid document have to register themselves in the portal <https://neepco.abcprocure.com>

1.13.2 The procedures for registration in the e-tendering portal are as under:

Step-1: Visit the e-tendering portal <https://neepco.abcprocure.com>

Step-2: Click on new vendor registration and submit the online Form for company/vendor details required. If a vendor is already registered in the e-tendering portal (<https://neepco.abcprocure.com>) of NEEPCO, then no further registration is required and the vendor may directly log-in the e-tendering portal.

Step-3: To make the payment for vendor registration in the e-tendering portal in the account mentioned below (at clause no.1.13.4). The fees for Vendor Registration in the portal is INR 3000.00 (Indian Rupees Three Thousand or equivalent USD) only per year (Non-refundable). If a vendor is already registered in the portal and registration is valid, no further payment for registration is required. However, vendor going to participate in the relevant e-tender is to ensure that his registration in the e-tendering system is valid till the completion of the entire bidding process of the relevant NIB.

Step-4: After payment of vendor registration fee, the scanned copy of payment receipt should be sent along with the bidder's details at email id: neepcorenewables@gmail.com to advice the service provider for approval of the Vendor. Vendors may contact Phone No. (0364) 2221467, to get confirmation regarding receipt of vendor registration fee.

Step-5: After successful payment, the vendor has to map the digital certificate (Class-II or Class-III Signing & Encryption Certificate) with his login-id as per the name of the registered company for approval process. For Registration & Digital Certificate, the vendor may contact the Service Provider at:

Mr. Himalaya Vaishnav

Phone No. +91 7940016866/38/21/18

Mobile No. 09099090830

Email: info@abcprocure.com

Step-6: On approval of the vendor in the system, e-mail will be sent by the Service Provider to the Company / vendor regarding their vendor profile activation. The registration is valid for one year once vendor profile is activated.

1.13.3 Vendor registration fee:

The fee for Vendor Registration in the portal is INR. 3000.00 (Indian Rupees Three Thousand) only per year (Non-refundable).

1.13.4 Procedure for payment of registration fee and bid fee

Bidders shall make payment of non-refundable vendor registration fee of **INR 3000.00** (Indian Rupees Three thousand only) and non-refundable bid fee of **INR 10, 000** (Indian Rupees Ten thousand only) at the following Account:

Name of account : E Procurement Account, NEEPCO Ltd.,
Account No : 913020005982636, Axis Bank, Shillong.
IFS Code : UTIB0000270

During payment of bid fee in the above account, Bidders shall clearly indicate the **NIB No.** against which the bid fee is paid. A copy of the detailed payment made should be sent to us by Email @ neepcorenewables@gmail.com

1.13.5 For any clarification related to terms and conditions of Bid document, bidders are requested to forward mail clearly stating their queries to the tendering authority at e-mail id: neepcorenewables@gmail.com. Bidder may contact the Phone No. 0364-22221467 in regard to this NIB.

1.13.6 For any clarification related to procedure for bid submission, online furnishing of clarification in e-procurement portal etc, bidders may contact:

e-Procurement Technologies Ltd

A - 201-208, Wall Street - II / Opp.OrientClub
Nr.GujaratCollege / Ellisbridge
Ahmedabad - 380015.
Gujarat, India
Tel : +91-79-40016802 - 77
Cell:+91-9374519754 | 9377988119

1.13.7 All the bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for the delay in on-line Vendor Registration, if any.

1.14 All the Bidders shall enter into an Integrity Pact with the Employer at the time of submission of Bids executed on Non-Judicial Stamp Paper of appropriate value. For this Bid, the Employer has appointed *Shri. S. Manoharan (IAS, Retd)* who shall act as an independent External Monitor (IEM) for overseeing the compliance of obligations by the parties under the Integrity Pact.

1.15 Complete Bid Document can be downloaded from the portal <https://neepco.abcpurchase.com> from **23-02-2016 (of 17:00 Hrs) to 22-03-2016 (upto17:00 Hrs)**.

1.16 Pre-bid Meeting

- a) A Pre-bid meeting open to all the prospective bidders will tentatively be held on **09-03-2016** in NEEPCO's Corporate Office, Brookland Compound, Lower New Colony, Shillong wherein the



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bidders shall be given an opportunity to obtain clarifications, if any, regarding the work and bid conditions. Confirmation on the pre-bid meeting shall be notified in the portal.

- b) For any clarification related to Terms and Conditions of Bid Document, prospective bidders are requested to forward mail stating clearly their queries at least 5 (five) days before the pre-bid meeting to the following email ID, so that the same can be replied during the meeting.

Email ID: neepcorenewables@gmail.com

1.17 Any corrigendum, subsequent amendments and / or extension of date, if any, for submission of bids shall be posted only on the portal <https://neepco.abcpocure.com>. Bidders are advised to visit the portal regularly before the deadline for submission of bids.

1.18 Submission of bids shall not automatically construe qualification for evaluation. The Employer reserves the right to reject any or all bids or to annul the bidding process and reject all the bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders, nor does it have any obligation to inform the bidders of the ground for such action.

For and on behalf of NEEPCO Ltd.

Sd/-

General Manager (RE),
O/o Executive Director,
Renewable Energy, NEEPCO Ltd.,
Brookland Compound, Lower New Colony
Shillong-793003, Meghalaya, India