

REQUEST FOR SELECTION DOCUMENT

FOR

**PURCHASE OF POWER THROUGH DG SETS
TO DELIVER 5 MW POWER CONTINUOUSLY
TO THE 33 KV GRID OF ELECTRICITY
DEPARTMENT AT CHATHAM POWER HOUSE,
ANDMAN & NICOBAR ISLANDS**

(RfS No.: NVVN-RE-CM-2017-010)

ISSUED BY

NVVN Limited

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NOTES:

1. Though adequate care has been taken while preparing the Request for Selection (RfS) document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately within five days from the date of issue of the RfS documents on the website of **www.nvvn.co.in**.
2. NVVN Limited (NVVN) reserves the right to modify, amend or supplement this RfS document.
3. Though this RfS document has been prepared in good faith, neither NVVN nor its employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfS document, even if any loss or damage is caused by any act or omission on their part.

Authorised Person

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Section 1

Introduction

INTRODUCTION

- 1.0 NTPC Vidyut Vyapar Nigam Limited (hereinafter called NVVN) intends to procure power from DG sets based power plant to deliver 5 MW power continuously to the 33 KV grid of Electricity Department of Andaman & Nicobar (A&N) Administration at Chatham Power House in A&N through Competitive Bidding Process. After conclusion of bidding process and signing of Power supply agreement (PSA) with Electricity Department, Administration of Andaman & Nicobar (ED, A&N), NVVN shall issue a letter of award to the selected bidder and enter into Power Purchase Agreement (PPA), based on this RfS for purchase of power from DG power plant for a period of three (03) years extendable by one (1) year from the Commercial Operation Date of the DG power plant up to the rated capacity based on the terms, conditions and provisions of the RfS and PPA.
- 1.1 This document is for selection of Power Generator for setting up DG sets based power plant of capacity of **5 MW** on the land to be provided by Andaman & Nicobar Administration at Chatham Power House in A&N Islands. The power produced by the selected Power Generator from its DG sets based power plant will be purchased by NVVN and would be sold to the Electricity Department of Andaman & Nicobar Administration. NVVN shall receive a trading margin of 7 paise per KWh from the Electricity Department of Andaman & Nicobar Administration.
- 1.2 The bidder will be selected by the process of competitive bidding (**Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid**). The offline bids in the formats provided in this RfS shall be submitted by the bidders on a date, time and place mentioned in this RfS.

Section 2

Definitions

Definitions

2.0 Definitions

"Act" or **"Electricity Act, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;

"Affiliate" shall mean a Company that, directly or indirectly, Controls, or is controlled by, or is under common control with, a Company developing a Project and control means ownership by one Company of at least 26% (twenty six percent) of the paid up share capital of the other Company;

"Agency" or "Contractor" or "Power Generator" shall mean the successful bidder to whom the award is placed and with whom the Power Purchase Agreement is signed.

"Applicable Tariff" shall be the quoted Tariff by the selected bidder.

"Bidder" shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium/ Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;

"Bidding Company" shall refer to such single company that has submitted the response in accordance with the provisions of this RfS;

"Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949;

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013 as applicable;

"Control" The control shall mean holding more than 50% of paid-up share capital;

"End Procurer" shall mean the Electricity Department of Andaman and Nicobar Administration

"Group Company" of a Company shall mean:

- (i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the paid up share capital of the Company or;
- (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the paid up share capital of such Company or;

- (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the paid up share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided that a financial institution, scheduled bank, foreign institutional investor, non-banking financial Company, and any mutual fund shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project..

“Lead Member of the Bidding Consortium” or “Lead Member”: There shall be only one Lead Member, having the shareholding more than 50% in the Bidding Consortium and cannot be changed till 1 year of the Commercial Operation Date (COD) of the Plant;

“Letter of Award” or “LOA” shall mean the letter issued by NVVN Ltd to the Selected Bidder for award of the Project.

“Parent” shall mean a Company, which holds at least 26% equity either directly or indirectly in the Project Company developing the Project;

“Project” or “Plant” shall mean the DG Sets based power generation facility of rated Installed Capacity. Plant is defined by separate point of injection into the grid at substation.;

“Scheduled Commissioning Date” shall be 30 days from the issue of Letter of Award

“Selected Bidder or Successful Bidder” shall mean the Bidder selected pursuant to this RfS to set up the DG Sets based power plant and supply electrical output as per the terms of PPA;

“Site” shall mean Chatham Power House, Andaman & Nicobar Islands where the DG sets will be installed

“Ultimate Parent” shall mean a company, which owns at least twenty six percent (26%) of paid up share capital either directly or indirectly in the Parent and Affiliates.

Section 3

Information and Instructions to Bidders

Section 3

3.0 INFORMATION AND INSTRUCTIONS TO BIDDERS

RfS document is available for download, free of cost from the web-site of NVVN at www.nvvn.co.in.

3.1 Total Capacity Offered

DG Sets based power plant of aggregate capacity of 5 MW. Selection of Agency will be carried out through competitive bidding process. The Electricity Department of Andaman & Nicobar Administration shall provide land at Chatham Power House in A&N Islands to install DG sets and supply power therefrom.

The interested bidders are required to participate in the Request for Selection (RfS) for installation of DG sets based power plant and supply of power therefrom on Build-Own-Operate (B-O-O) basis.

3.2 Technical Specifications, Requirements and Terms and Conditions

The detailed Technical Specifications, Requirements, Scope of Supplies and Terms and Conditions are mentioned in Section-5 of this RfS.

3.3 Critical Date Sheet for activities involved in the RfS:

Start of Downloading of RfS document Date	11-02-2018
Last date for receipt of queries on RfS from the prospective bidders	15-02-2018
Last date and Time for submission of bids	20-02-2018 up to 10:30 Hrs
Technical Bid Opening Date & Time	20-02-2018 at 11:00 Hrs
Financial Bid Opening	To be intimated to all qualified bidders separately.

3.4 Bidding for DG Sets based power plants

Bidders may submit offline response to Request for Selection (RfS) of Power Generator for setting up of Grid-connected DG sets based power plant as per the terms & conditions of this RfS. The offline bids shall be submitted at the address of NVVN mentioned at clause no. 3.12.

3.5 Location of DG Sets based power plant and End Procurer

3.5.1 The DG sets based power plant of 5 MW capacity selected through this RfS shall be set up at Chatham Power House in Andaman & Nicobar Islands. The land for setting up the DG sets based power plant of 5 MW capacity shall be provided by the End Procurer which is the Electricity Department of Andaman & Nicobar Administration.

The Bidder will have to approach the End Procurer for allotment of land, timelines for availability, possession and connectivity for the plant. The contact details of the End Procurer are as follows:

I. Name & Address of the End Procurer:

The Electricity Department of Andaman & Nicobar Administration

Office of the Superintending Engineer,
Electricity Department, Vidyut Bhawan,
Port Blair – 744 101.

II. Name of Contact Person: Mr. U K Paul, Superintending Engineer

III. Contact Details:

a. Telephone No.: 03192-232404 , 234718

b. E-mail ID: seelectricity@yahoo.co.in

3.6 Layout of Chatham Power House

Layout and Single Line Diagram of Chatham Power House where DG set based power plant of 5 MW capacity is to be installed are enclosed at **Annexure-3** to this RfS.

All other information related to Chatham Power House may be obtained from the End Procurer directly.

Further Bidders, in their own interest, are advised to visit and examine the plant Site as mentioned above where the DG set based Power Plant is to be set up and its surroundings and obtain for himself on its own responsibility all information that may be necessary for preparing the bid and entering into Power Purchase Agreement (PPA) with NVVN for supply of power. The costs of visiting the site shall be borne by the bidder himself. NVVN will not assume any responsibility in this regard.

3.7 Number of Response to RfS by a Company

3.7.1 Company, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit one single application in the prescribed format detailing project for which the bidder is submitting the application. Statement for the same is to be submitted as per Format for Disclosure (**Format – 6.4**).

3.8 Qualification Requirements

The Bidder should be a Company as per Companies Act 1956. Bidder must meet the eligibility criteria independently as Bidding Company or as a Bidding Consortium with one of the members acting as the Lead Member of the Bidding Consortium.

Companies Eligible for Participation:

- (i) Companies incorporated in India under the Companies Act, 1956 or Companies Act, 2013 as applicable;
- (ii) A Bidding Consortium can participate at RfS stage;

Short-listing of Bidder for opening of Financial Bid will be based on meeting the Qualification Requirements specified below:

A Technical Qualifying Requirements

The bidder shall provide Experience certificate for having been successfully completed grid connected operation/delivery of power to the Electricity Grid of States/UT's with MW size DG Set/DG Power Plant for at least 18 months.

B Financial Qualifying Requirement

The Annual turnover of the bidder shall be at least **Rs. 4.09 Crore (Rupees Four Crore Nine Lakh only)** during any of the three preceding financial year. For meeting the Qualifying Requirement, the bidder shall furnish copy of Profit & Loss Account and Balance sheet for the last three consecutive financial years duly certified by the Chartered Accountants (Statutory Auditors in case of Limited/Pvt. Ltd Company), Partnership Deed/Affidavit/Certificate of incorporation, to ascertain that the Bidder meets the qualifying requirement along with the technical bid.

The bid of the bidder who does not meet Qualifying Requirements as above shall be rejected and its financial bid shall not be opened.

Note:

- i. Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.

- ii. In case of a Bidding Consortium, the Financial Eligibility criteria like Annual turnover as indicated in Clause 3.8 (B) shall be fulfilled by the Lead Member or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be fulfilled by either of the consortium members.
- iii. In case bidder is a consortium, a Consortium Agreement as per the Format – 6.3C shall be furnished along with the bid.
- iv. Financial Consortium is not allowed in this Bidding Process. Consortium is only permitted for Technical Partnership as per Format – 6.3C.
- v. Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that no change in the controlling equity of the Bidding Company is done before one years from COD of the project. It requires prior approval of NVVN.
- vi. All members of the consortium should be registered as a Company only. However, Members of the Consortium shall form the Project Company as specified in Clause 3.8. Bidder including its member of the consortium can submit one bid only under this Tender.
- vii. Bidder can however use the technical and financial strength of its Parent Company/Affiliate's to fulfill the Technical and/or Financial Eligibility criteria mentioned as above. In such case, Bidders shall submit an Undertaking from the Parent Company as per Format – 6.3B and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format – 6.3A, Company Secretary Certificate Towards shareholding pattern of the Parent Company and the Bidding Company along with a Board Resolution from the Parent Company.
- viii. If the bidder's submitted information is found to be false declaration or misrepresentation, the bidder(s) shall be out rightly rejected or debarred or blacklisted from NVVN's future tenders.

For Bidding Consortium:

Any Consortium, if selected, shall for the purpose of sale of power to NVVN, incorporate a Project Company with controlling shareholding of Lead member in line with Consortium Agreement (to be submitted along with RfS) before signing the PPA with NVVN i.e. the Lead member shall have more than 50 % shareholding in Project Company. This shall not change till one year from the COD of the Project.

3.9 Short-listing of Bidders for Opening of Financial Bids

NVVN shall evaluate only those responses to RfS, which are submitted by the due date and time and at the address mentioned at clause 3.12. The responses will be evaluated based on the Qualification Requirements and all the responses meeting the Qualification Requirements shall be considered for opening of their Financial Bid.

3.10 Selection of Power Generator

3.10.1 The bidders will have to submit bids quoting a fixed tariff for entire project duration of 3 years extendable up to one (1) year.

3.10.2 The bidder quoting the lowest tariff shall be selected for award of the contract.

3.10.3 Benefit to MSEs:

Micro & small Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises as MSMED Act 2006 for goods produced & services rendered, shall be issued the bid documents free of cost & shall be exempted from paying Earnest Money Deposit.

MSEs quoting price within price band of L1 + 15 percent shall also be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made follows:

Award shall be given to L1 bidder if L1 bidder is MSE.

In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted with the range of L1 + 15% shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder as so on) to bring down its price to match with L1 bidder. Award shall be placed on the MES vendor who matches the price quoted by L1 bidder.

If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder, then the award shall be made to the L1 bidder.

The benefit as above to MSEs shall available only for goods / services produces & provided by MSEs.

MSEs seeking exemption and benefits should enclose an attested / self-certified copy of registration certificate, giving details such as stores / services, validity (if applicable) etc. Falling which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

3.11 Methodology for Selection of Power Generator

The methodology to be adopted for selection of Power Generator is mentioned below:

- 3.11.1 All the bidders will be required to submit bids on 'Single Stage – Two Envelope' bidding basis.

First Envelope (Technical Bid)

In the first envelope the bidders will be required to submit the documents related to Qualifying Requirements and other required documents.

Further First Envelope containing Technical Bid must not contain any information relating to Financial Bid to be submitted in Second Envelope.

Second Envelope (Financial Bid)

In the second envelope bidders will be required to submit price bid (i.e. tariff per kWh) as per the **format 6.5** provided.

Second Envelope (financial bid) of only those bidders shall be opened who are found to be technically qualified.

In addition to above Earnest Money Deposit (EMD) of **Rs.23,34,000/- (Rupees Twenty Three Lakh Thirty Four Thousand only)** in the form of Bank Guarantee from any of the Bank (as per list given in **Annexure-I**) in favour of the NVVN Ltd. shall be submitted by the bidder in a **separate sealed envelope**. In case requisite EMD (as per Clause 3.23) is not submitted in a **separate sealed envelope** before the end date and time of bid submission then bid shall be rejected and shall be returned unopened. NVVN shall first open the envelope containing the EMD and only after the EMD is found to be acceptable meeting all the requirements as per Clause 3.23, the Technical Bid shall be opened. If the EMD is not found to be acceptable then bid shall be rejected and shall be returned unopened.

3.12 Submission of Response to RfS by the Bidder

The bidder is requested to submit the bids in originals to the under mentioned address in Sealed Envelope before end date and time of submission of Bid.

AGM (C&M)
NVVN Limited
Core-3, 7th Floor,
Scope Complex, Lodhi Road,
New Delhi -110003

3.12.1 Sealing of Bids

The Envelope-I (Technical bid) shall be sealed in one envelope and shall bear “**Envelope-I (Technical) Bid**”, the RfS No. and the words ‘**DO NOT OPEN BEFORE**’ (due date & time). The Envelope-II (Financial Bid) shall be sealed in another envelope and shall bear “**Envelope-II (Financial Bid)**”.

In addition to above Earnest Money Deposit (EMD) of **Rs.23,34,000/- (Rupees Twenty Three Lakh Thirty Four Thousand only)** in the form of Bank Guarantee from any of the Bank (as per list given in **Annexure-I**) in favour of the NVVN Ltd. shall be submitted by the bidder in a **separate sealed envelope**.

In case requisite EMD (as per Clause 3.23) is not submitted in a **separate sealed envelope** before the end date and time of bid submission then bid shall be rejected and shall be returned unopened. NVVN shall first open the envelope containing the EMD and only after the EMD is found to be acceptable meeting all the requirements as per Clause 3.23, the Technical Bid shall be opened. If the EMD is not found to be acceptable then bid shall be rejected and shall be returned unopened.

All envelopes shall clearly mention the name of bidders also.

3.12.2 The response to RfS shall be submitted before due date and time and at the address mentioned above and which should contain the following:

- A. First Envelope (Technical Bid):** - Bidders shall submit technical bid containing the following documents in SEQUENCE as mentioned below with index and page number duly mentioned on each page and in index: -
1. Covering Letter as per **Format 6.1**;
 2. A duly notarized Power of Attorney in favour of the person signing the bid clearly indicating the person is authorised to sign the bid on behalf of the bidding company and bid is binding upon the bidding company.
 3. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by all the other Members of the Consortium shall be provided as per **Format 6.1A**.
 4. Details pertaining to Qualifying Requirements as per **Format 6.3** ;
 5. A disclosure statement as per **Format 6.4** regarding participation of any related companies in this bidding process;

6. Certificate of Compliance to all provisions of RfS Documents as per **Format 6.6**
7. Declaration on Fraud Prevention Policy as per **Format 6.7**
8. Checklist for Bank Guarantee as per **Appendix – A**;

B. Second Envelope (Financial Bid): -

Bidders shall submit the financial bid as per **Format 6.5** containing the tariff (in Rs/kWh). The tariff (in Rs/kWh) shall be quoted upto two places of decimal only. If tariff is offered with more than two digits after decimal, it shall be truncated and considered upto two places of decimal (in Rs/kWh). The Goods & Services Tax (GST) on quoted Tariff (Rs/kWh), if applicable shall be paid extra on submission of documentary evidence.

3.12.3 **Signing of Bids:** Each page of the bid shall be dully signed and stamped by the authorised signatory of the bidder in whose favour Power of Attorney has been given by the bidding company.

3.13 Wherever information has been sought in specified formats, the Bidders shall fill-in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format. Any document submitted in format other than that specified in this RfS document may call for rejection of bid.

3.14 **Selection of Successful Bidder**

The bidder quoting the lowest tariff shall be selected for award. A Letter of Award shall be placed by NVVN to the successful bidder.

3.15 In all cases, NVVN decision regarding selection of bidder or annulment of tender process shall be final and binding on all participating bidders.

3.16 **Power Purchase Agreement (PPA)**

Power Purchase Agreement shall be signed between NVVN and successful bidder to whom the Letter of Award has been issued. A copy of Power Purchase Agreement to be executed between NVVN and the Successful bidder is enclosed at **Annexure - 2**. The PPA shall be executed within 15 days of the date of issue of Letter of Award. The PPA shall be for a period of three (03) years from the Commercial Operation Date of the DG sets based power plant. The PPA may be extended on the same terms and conditions for another one (1) year subject to acceptance by the End Procurer.

3.16.1 The Effective Date of PPA shall be the date of Letter of Award.

3.17 The Bidder should note that:

- a. The bidder may be shortlisted based on the declarations made by them in relevant schedules/formats of RfS.
- b. If the Bidder conceals any material information or makes a wrong/misleading statement or misrepresents facts in its response to RfS, in any manner whatsoever, NVVN reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the response to RfS.
- c. Response submitted by the Bidder shall become the property of NVVN and NVVN shall have no obligation to return the same to the Bidder.
- d. All documents of the response to RfS submitted by bidders must be signed and stamped on each page by the person authorised vide Power of Attorney on behalf of the Bidder.
- e. The response to RfS shall be submitted as mentioned in **Clause 3.12** above. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However NVVN reserves the right to seek additional information or clarifications from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- f. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- g. Response to RfS that are incomplete or do not substantially meet the requirements prescribed in this RfS, will be liable to rejection by NVVN.**
- h. Response to RfS not submitted in the specified formats will be liable to rejection by NVVN.**
- i. Bidders delaying in submission of additional information or clarifications sought by NVVN will be liable to rejection.
- j. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of NVVN of the obligation of the Bidder to furnish the said data/information unless the waiver is given in writing.
- k. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to RfS.
- l. All the information should be submitted in English language only.

3.18 Due Date

Bidders should submit the response to RfS at the address mentioned at clause 3.12 as per the schedule specified at **Clause 3.3** above.

3.19 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to One Hundred Eighty (180) days from the technical bid opening date (“Bid Validity”). NVVN reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. In exceptional circumstances, NVVN may solicit the Bidder's consent to an extension of the initial bid validity period. The request and responses thereto shall be made in writing by email or post or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request to extend the period of bid validity. In such case NVVN will not forfeit its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

3.20 Preparation cost

The Bidder shall be responsible for all the costs associated with preparation and submission of the response to RfS, attending training program and participation in discussions and attending pre-bid meeting(s), etc. NVVN shall not be responsible, in any way, for such costs, regardless of the conduct or outcome of the bid process.

3.21 Enquiries/Clarifications

a. Queries on RfS Documents

- i. Clarifications/ Doubts, if any, on RfS document may be sent in the format and e-mail address mentioned below on or before the last date of receipt of queries as mentioned in the **Clause 3.3** above.

Sl. no.	Clause no. of RfS	Provision of RfS	Query of bidder

Bidders shall send their queries on e-mail ID : nvvncontracts@ntpc.co.in. The bidders are required to submit the queries in MS Word file also.

- ii. A compiled list of such questionnaire and NVVN’s response will be uploaded in the website www.nvvn.co.in. Bidders are required to remain updated with the website. No separate reply/intimation will be given elsewhere. Verbal clarifications & information given by NVVN or their employees(s) or their representative(s) shall not be in any way binding on NVVN.

3.21.1 Amendment to RfS Documents

At any time prior to the deadline for submission of bids, NVVN may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the RfS documents. The amendment will be uploaded on the website www.nvvn.co.in. Bidders are required to remain updated with the website. No separate intimation will be given elsewhere. The amendment will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

3.21.2 Clarification on Bids

During bid evaluation, NVVN may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.

3.22 Right of NVVN to reject a Bid

NVVN reserves the right to reject all or any of the response to RfS or cancel the tender or annul the bidding process at any stage without assigning any reasons whatsoever and 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 NVVN's action.

3.23 Bank Guarantees

The Bidder shall provide the following Bank Guarantees to NVVN from any of the Banks listed at Annexure - 1 as detailed hereunder:

- i) Earnest Money Deposit (EMD) of **Rs.23,34,000/- (Rupees Twenty Three Lakh Thirty Four Thousand only)** in the form of Bank Guarantee (valid for a period of 60 days beyond the Bid Validity period mentioned at clause 3.19 of RfS i.e. 240 days from technical bid opening date) as per **Format 6.2A**. The original Bank Guarantee towards EMD is to be submitted in a separate sealed envelope before the bid submission date and time mentioned at clause 3.3 and at the address mentioned at clause 3.12. In case BG towards EMD is not submitted in a **separate sealed envelope** before the end date and time of bid submission then bid shall be rejected and shall be returned unopened. NVVN shall first open the envelope containing the EMD and only after the EMD is found to be acceptable, the Technical Bid shall be opened. If the EMD is of less value or of shorter validity or not in the format given in the RfS or from any bank not listed in Annexure-I, then BG towards EMD shall not be acceptable and the bid shall be rejected and shall be returned unopened.

If a bidder extends the period of bid validity pursuant to clause 3.19 of RfS, the validity of EMD shall also be extended so that it remains valid for a period of 60 days beyond the extended Bid Validity.

- ii) Performance Bank Guarantee:** Performance Bank Guarantee (PBG) of Rs. **1,36,00,000/- (Rupees One Crore Thirty Six Lakh only)** is to be submitted to NVVN **within 7 banking days from the date of issue of Letter of Award** and before signing of PPA as per Format 6.2 B. The PBG should be valid for a period of 60 days beyond the expiry period of PPA.

On receipt and after verification of the Performance Bank Guarantee in acceptable form and after signing of PPA, the earlier Bank Guarantee towards EMD would be returned to the Bidder.

Note: *In case any extension is given to the PPA, the corresponding extension needs to be made in the validity of PBG.*

The EMD of unsuccessful bidders shall be released within fifteen days from issue of Letter of Award.

The Bank Guarantees have to be executed on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act. The Bank Guarantees have to be in the name of the Bidding Company /Lead Member of Bidding Consortium.

In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, check-list at **Appendix – A** has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees. Bidders have to submit the above check list duly filled in along with Bank Guarantee.

3.24 Forfeiture of EMD

The EMD shall be forfeited in following cases:

- a) If the bidder / his representatives commit any fraud while competing for this contract pursuant to "Fraud Prevention Policy" of NTPC mentioned at its website www.ntpctender.com.
- b) If the bidder withdraws or varies the bid during the validity of the bid;
- c) In case, NVVN has issued the Letter of Award and offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite PBG or does not execute the PPA within the stipulated time period.
- d) If the bidder refuses to withdraw, without any cost to NVVN, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of the RfS Document;
- e) If the bidder fails to furnish required Performance Bank Guarantee in accordance with **Clause 3.23**; and

3.25 Liquidated Damages

The DG based power plant shall be commissioned to the rated capacity and COD shall be achieved **in 30 days** or 01.04.2018 whichever is later from the date of issue of Letter of Award. In case of failure to achieve this milestone, NVVN shall deduct the Liquidated Damages as detailed in the PPA.

3.26 Corrupt or Fraudulent Practices:

NVVN requires that Bidders to observe the highest standard of ethics during the development and operation of DG sets based power plant. In pursuance of this policy, NVVN:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the development and operation of DG sets based power plant; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence the bidding process or in the development and operation of DG sets based power plant to the detriment of NVVN, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive NVVN of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question and the bid security of the bidder shall be forfeited;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the development and operation of DG sets based power plant.

3.27 Fraud Prevention Policy:

The Bidder along with its Affiliate/Group Company/associate/collaborators/sub-contractors/sub-vendors/ consultants/service providers shall strictly adhere to the Fraud Prevention Policy of NTPC displayed on its website www.ntpctender.com and shall immediately apprise NVVN about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his Technical bid as per **Format 6.7** enclosed with the RfS document. If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this tender then the bid security of the bidder shall be forfeited.

3.28 Contacting NVVN

- a. Except for when NVVN has sought some clarification or additional information in writing from the bidder, no Bidder or his representative shall contact NVVN on any matter relating to its bid, from the time of the opening of bids to the time the LOA is issued.
- b. Any effort by a Bidder to influence NVVN decision during the evaluation process before LOA is issued to successful bidder(s) may result in rejection of the Bidder's bid.

3.29 Billing and Payment for Energy

Billing and payment for Energy shall be as per terms and conditions of the PPA.

Section 4

EVALUATION CRITERIA

Section 4

4.0 EVALUATION CRITERIA

The evaluation process comprises of the following three steps:

1. Step I – Responsiveness check
2. Step II – Bid evaluation

4.1 Step I - Responsiveness check

The response to RfS submitted by the Bidder shall be scrutinized to establish “Responsiveness”. Each Bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be “Non-responsive”:

- i) Response to RfS not submitted by the due date and time.
- ii) Response to RfS submitted by a Bidding Consortium not including the requisite Consortium Agreement signed by all members
- iii) Response to RfS having Conflict of Interest
- iv) Non submission or incomplete submission of any or all of the requisite documents mentioned at **Clause 3.12.**
- v) In addition to above, any relevant document required as per RfS not submitted in prescribed format

The determination of a bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by NVVN and may not subsequently be made responsive by the Bidder by correction of the non-conformity or rectifying the cause for Non-responsive, However NVVN may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any bidder, Non-responsive bids will be liable for rejection by NVVN. The EMD submitted against such Non-responsive bids shall be returned to the bidders.

4.2 Step II - Bid evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as prescribed under Section 6 - Formats. This step would involve evaluation of the response to RfS of the Bidding Company as per the provisions specified in Section 3 of this RfS. First the evaluation of technical bid will be done. Then the financial bid of all the qualified bidders will be opened.

Section 5

TECHNICAL SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Section 5

5.1 Scope of Work

- 5.1.1 The complete design, manufacture, supply, installation, testing & commissioning of DG sets/DG plants shall be carried out by the selected Agency/Contractor. The agency shall have option to take the DG sets or associated equipment on rent subject to meeting the technical requirements set out in this RfS. The transportation of DG Sets & its allied equipments upto the site at Chatham Power House Complex and vice – versa including insurance, Port Charges, transportation charges, seaworthy packing & safety precautions etc. during transit shall be the responsibility of the contractor on its own cost.
- 5.1.2 The contractor is required to supply, install and commission all weather proof DG Sets of suitable capacity so as to provide continuous 5 MW power on round the clock basis to the 33 KV Grid/Bus Bar of Electricity Department of A&N Administration at Chatham Power House, initially for a period of three years. The total operation & maintenance shall be the responsibility of the contractor. The bidders may visit the site before quoting their rate. The capacity, type and number of DG Sets, transformers, switch gears and allied auxiliaries may be decided / designed based on the available space, load pattern, grid characteristic, climatic condition etc. **However, rating of each DG set should not be less than 1000 KW (1250 KVA).**
- 5.1.3 The 33 KV cable from the 33 KV delivery circuit breaker panel (DCBP) of the contractor to the Indoor bus bar will be provided and connected by the contractor. The end termination at both the ends of the cable shall be done by the contractor.
- 5.1.4 All required earthing works of all the equipment and associated accessories of DG power plant including NGR/NIS panels, earthing of alternator/transformer neutral and body etc. shall be carried out.
- 5.1.5 The 33 KV delivery Circuit Breaker panel shall be supplied and commissioned by the contractor.
- 5.1.6 Power transformers, auxiliary transformers, LT/MV switchboards with associated equipments and accessories, power, control, instrumentation cables, cabling, battery bank and charger, etc. shall also be supplied and installed by the Bidder.
- 5.1.7 All standard control and protections (along with relay coordination) shall be provided by the Bidder for Switchgear, Transformer and associated equipments of the DG power plant.
- 5.1.8 Requisite lightning and fire protection complying all statutory requirements shall also be provided by the Bidder.
- 5.1.9 The Bidder shall provide adequate illumination/lighting required for indoor/outdoor areas of DG power plant .Fencing of DG power plant area, if required, shall be carried out by the Bidder.

- 5.1.10 The DG Set shall be with all weather proof canopy/acoustic/containerized enclosure type suitable to meet the sound pollution norms.
- 5.1.11 All the DG Sets shall be installed with generator control panel with all standard control and protection. The DG Sets shall be capable of running in parallel among themselves as well as with the existing 33 KV Grid/Bus Bar of the Electricity Department, South Andaman.
- 5.1.12 The synchronizing arrangement/synchronizing panel etc. shall also be incorporated. The generator control panel shall also have certified / calibrated 0.2 accuracy static energy meters duly tested in any of the NABL approved lab to record the energy generation of the individual DG Sets.
- 5.1.13 All the DG Sets will be connected to a common Bus Bar and power evacuation will be through 2 nos. suitable 33 KV circuit breaker panels, designated as Delivery Circuit Breaker Panel 33 KV (DCBP). Both the DCBP shall be provided with 2 Nos. Each 0.2 accuracy certified/ calibrated sealed static energy meters to record the energy sent out/sold to the Electricity Department of A&N Administration designated as main & check energy meters.
- 5.1.14 The all weather proof DG Sets shall be of radiator/remote radiator (air cooled fluid cooler) type engine, coupled to suitable alternator and mounted on common rigid base frame. The all weather proof D.G. Sets should be supplied with all standard accessories for installation & commissioning i.e. fuel tanks, pipe lines, Resilient/Anti-Vibration Mounting Pads (AVM), exhaust silencer with exhaust insulated piping for proper discharge of exhaust gasses. The all weather proof DG Sets should be with acoustic enclosure for meeting sound pollution norms also.
- 5.1.15 The bidder / contractor has to deliver power at 33 KV level for which suitable capacity of Power Transformers to step-up the generation voltage to 33 KV for delivery in to the 33 KV indoor bus / switchgear at Chatham Power House need to be supplied by the firm.
- The diesel service tank shall be correctly calibrated in order to record consumption of diesel and the fuel line to engine shall have suitable calibrated & sealed flow meters to ascertain fuel consumption/SFC of the engine. One flow meter along with strainer, air eliminator & any other standard accessories will be located close to main fuel tank, whereas 2nd flow meter will be installed at the end of the line just before the engine service tank. Both the flow meter will be calibrated and certified. In the event of defect in flow meters the consumption of HSD will be calculated based on main tank readings which shall be recorded by dipstick/tape sounding method. The HSD flow meter installed shall be tested and calibrated from authorised testing organization.
- 5.1.16 HSD will be supplied by the department from one of the existing 1x203 KL HSD Storage Tanks located in the vicinity of the site. The required HSD Pipe line, Strainer, Filter, Flow meter, transfer pump motor set fulfilling explosive norms etc. shall be supplied and connected by the contractor to take delivery of HSD from the 203 KL tanks to their

service tank. The fees of explosive license renewal for the contract period shall be paid by the firm on demand by department. HSD will be supplied by truck tanker of IOCL. Taking delivery of HSD in the 203 KL Storage Tanks shall be the responsibility of the contractor. A HSD receipt register shall be maintained by the contractor and shall get it countersigned by Departmental representative for every trip of HSD received.

- 5.1.17 **Special design Requirement:** The control and protection scheme shall be designed in such a manner so that the DG Sets should not trip and get isolated from the grid in the event of momentary grid disturbance i.e. voltage and frequency fluctuation resulting out of external feeder faults. The droop setting of the 5 MW DG Sets shall match with the existing DG Sets of the Department (4%) so that proper load sharing is achieved. The under / over voltage/frequency setting of the DG Sets shall be in such a manner so that the DG Set sustain the momentary grid fluctuation condition due to feeder fault. This is required to avoid grid failure due to cascading tripping of DG Sets.
- 5.1.18 The DG Sets shall meet the statutory pollution norms in terms of Carbon emission, sound pollution etc including all other statutory requirements.
- 5.1.19 All the civil works, site development, structure and foundation for DG Set, chimney, fuel tank, switchgears, transformers, cable trenching, drainage, fuel piping etc. as required including cutting & removal of 15-20 Coconut/Non-commercial trees standing on the proposed site shall be done by the contractor. Statutory clearance for cutting the trees existing on the proposed site shall be arranged by A&N Administration.
- 5.1.20 The Diesel Engine including stack height and air emission shall meet the requirement given by Ministry of Environment and forest guidelines, all statutory requirements of Govt. of India and state/ UT pollution Board guidelines and as updated from time to time.
- 5.1.21 The bidder / contractor will provide the required operating staff on round the clock basis. The contractor shall arrange for the accommodation, transportation, insurance, medical facilities etc. for the maintenance and operation staff on its own cost. NVVN or the End Procurer in no way shall be responsible or liable for any expenditure arising thereof.

5.2 Technical Requirements

- 5.2.1 The contractor is required to supply, install and commission all weather proof DG Sets of suitable capacity so as to provide continuous 5 MW power on round the clock basis to the 33 KV Grid/Bus Bar of Electricity Department of A&N Administration at Chatham and hence the contractor should incorporate suitable protection scheme like Reverse Power, Under Voltage, Over voltage, Under frequency, Over frequency, Protection against lightning & switching surge etc. including all other standard protections in their design to protect their machineries and allied switchgear and ancillary equipments from damage. NVVN or Electricity Department of A&N Administration will not be responsible for any damage to the contractor's machinery & equipments due to line fault, sudden isolation and charging of load, reverse power of DG Set, lightning stroke etc. for which requisite

safety and protection shall be provided by the contractor in the engine control panel as well as generator control panel.

- 5.2.2 The selected bidder / contractor shall furnish the Test Certificates/Calibration Certificate of the Energy Meters, Flow Meters etc. from any recognized testing house at the time of installation.
- 5.2.3 Suitable power transformer for delivery of power at 33 KV as desired by the Electricity Department of A&N is to be installed & commissioned by the contractor.
- 5.2.4 The design of the plant shall be such that the plant should be capable of starting on its own without any grid reference and energize the 33 KV grid of the A&N Electricity department.
- 5.2.5 All the interface requirements for cabling / termination from 33KV DCBP to 33KV switchboard panel of A&N Electricity department shall be in the scope of the contractor. Any other augmentation, modification required shall be in the scope of the Bidder.
- 5.2.6 Requisite fire protection complying all statutory requirements shall also be provided by the Bidder.
- 5.3 Inspection:** The Inspection will be carried out by the Superintending Engineer, Electricity Department, Port Blair or his authorized representative at site.

5.4 Scheduled Commissioning Date and Commercial Operation Date

The installation & commissioning of all-weather proof DG Set shall be in such a manner, (including transportation, shipment, erection, commissioning, testing etc.) so that power is made available within 30 days from the date of Letter of Award. The commissioning of the DG Set shall be done in such a manner so that delivery of full 5 MW power is achieved within 30 days from the date of Letter of Award or 1st April 2018, whichever is later. The date on which full 5 MW Power is delivered to the Grid continuously at least for 8 hours will be considered as Commercial Operation Date (COD) and the period of Power Purchase Agreement will be valid for three (03) years from COD which can be extended for one year at the same tariff and terms and conditions of PPA subject to acceptance by the End Procurer. Unit delivered during testing & commissioning period will be paid on per unit cost basis. No penalty on the account of less unit generation, peak load shortage shall be imposed during testing period. However, penalty will be imposed on account of excess HSD consumption of 0.270 Ltr/kWh (below 3.7 kWh/Ltr) during the testing and commissioning period. The monthly invoice for the month in which COD will be achieved shall be allowed on pro-rata basis if the date of COD falls on any date other than 1st day of the month. In such case the minimum guaranteed unit to be delivered will be calculated on pro-rata basis.

5.5 Minimum Guaranteed Generation and Plant Availability

(a) Power Generation: The Contractor shall guarantee daily average generation of 0.096 MU from 5 MW power plant accounted on monthly basis. Further, the

Contractor shall guarantee minimum yearly generation of 35.04 MU from 5 MW Power Plant.

(b) Plant Availability during peak hour: During peak hours i.e. 1700 hrs to 2200 hrs, the Contractor shall guarantee daily availability of 5 MW capacity.

5.6 Penalty for shortfall in generation and Plant Availability

(a) Penalty for shortfall in guaranteed generation: For shortfall in daily average generation below 0.096 MU from 5 MW power plant, penalty at the rate twice per unit awarded price to the contractor, shall be deducted for such shortfall, accounted on monthly basis.

[Illustration: Minimum Guaranteed Generation for a month = $0.096 \times 30 = 2.88$ MU
Assumed unit delivered during a month = 2.0 MU.
Shortage in unit delivery = $2.88 - 2 = 0.88$ MU = 880,000 Unit.
Penalty to be imposed = Rs. $\{(awarded\ tariff \times 2) \times 880000\}$

(b) Penalty for shortfall in plant capacity during peak hours: For shortfall in peak supply below 5 MW capacity, penalty shall be deducted at the rate of Rs 200 per 50 KW shortage or part thereof for every hour. The peak hours shall be from 1700 hrs to 2200 hrs.

[Illustration: Determination of MW shortage & penalty Calculation.

Determination of peak load MW shortage will be based on average MW supplied from 1700hrs to 2200 hrs and average MW will be calculated as follows:

- Let **DCBMEMR** at 5PM be - 'A' units.
- Let **DCBMEMR** at 10PM be - 'B' units..
- Energy delivered from 5PM to 10 PM energy-'B'-'A" units. (B minus A Unit=say C Unit)
- Average MW delivered during peak hours i.e. between 5-10 PM is = 'C' Unit/ (1000x5 hours) = say "D" MW
- MW shortfall = 5 MW - 'D' MW, if D < 5MW (D less than 5 MW)
- Penalty to be imposed = $(5 - D)/0.05 \times 200 \times 5 =$ Rs.]

(DCBMEMR - Delivery Circuit Breaker Main Energy Meter Reading, Multiplication factor if any to be applied)

5.7 Fuel Supply and Operating Conditions

(a) HSD supply- HSD will be supplied free of cost by A&N Electricity Department through IOCL oil tankers (available grade BS IV) at power plant site and to the HSD storage tank established by the contractor as per clause 5.1.16 above. However, for inefficient operation of DG sets i.e. less than 3.7 kWhr/Ltr (equivalent to 0.270Ltr/kWhr), 100% cost of excess fuel (HSD) along with transportation charges (based on actuals), if any shall be recovered. However, if the SFC is better than 0.270 Ltr./Unit the HSD will be accounted as per actual and no incentive will be paid on the account of HSD saved as the HSD will be supplied by the A&N Electricity Department.

- (b) **HSD Storage system-** One no. 203 KL HSD main storage tank located at CPH Plant site will be made available for the storage of HSD.
- (c) HSD will be supplied on daily basis except on holidays, Sunday and IOCL no supply days.
- (d) The A&N Electricity Department will carry out periodical check to ascertain SFC of HSD consumption from time to time.
- (e) The Power Generator on daily basis shall declare the daily availability of power during peak hours & non peak hours before 9.00 AM to the A&N Electricity Department.

5.8 Shortfall in demand/ system fault

For shortfall in demand/system fault in the line/network attributable to A&N Administration for which the contractor is not responsible thereby not able to deliver the contracted power, no penalty shall be imposed for non-delivery of power for such period of non-supply. The energy that could have been generated during such period shall be calculated based on 80% load during non-peak hours and 100% load during peak hours for the period of non-supply. However, such period of non-delivery of power due to fault on the part of the Electricity Department of A&N Administration shall be recorded in the log book and log sheets which shall be maintained by the contractor and shall be authenticated by obtaining countersign of the representative of the Electricity Department of A&N Administration.

5.9 Incentive for excess generation

For daily generation beyond 0.108 MU up to 0.132 MU from 5 MW power plant, **accounted on monthly basis**, incentive at the rate of 50% of per unit award price (i.e. 50 % of the tariff) to the Contractor shall be paid, i.e. unit price payable for generation in this range as per demand shall be at the rate of 1.5 times of the tariff to the Power Generator.

For plant utilisation beyond 110% on monthly basis as per demand, unit price payable shall be at the rate of award price to successful bidder.

5.10 Operation & Maintenance:

The contractor will be responsible for:

- (a) Total Operation & Maintenance of the DG Sets, its associated equipments and the electrical panels, transformers, power cables and all electrical & mechanical auxiliaries.
- (b) All the major & minor repair including recommended routine checks and seasonal checks, sump oil (Lub Oil) replacement etc. as per manufacture guidelines.
- (c) Supply of all electrical & mechanical parts whatsoever required including lubricating oil for smooth operation of the DG Sets.

- (d) Any electrical/mechanical accident occurs to the staff engaged by the contractor also payment of compensation to workers/staff engaged at site during the period of contract.
- (e) Responsible for obtaining necessary approval and clearance from Electrical Inspector for energization of the installations/systems.
- (f) Responsible for all the liabilities including timely payment of wages in respect of the staff hired/engaged by them for the Operation & maintenance of the Plant.
- (g) Any damages or losses of equipment's / machinery of the contractor during transportation/ installation/operation.
- (h) The contractor shall setup his own office in the premises of the Power Plant and appoint a officer and designate him as a Plant Manager, who shall in turn responsible for coordination with Electricity Department in dispatch & delivery of load. The Plant Manager should have sound knowledge and relevant experience of Operation & Maintenance of the DG Set power plants.

5.11 Facilities to be provided by the Electricity Department of A&N Administration

The End Procurer will provide the following facilities for the all weatherproof acoustic DG Sets to be installed at Chatham Power House for installation, operation and supply of 5 MW power to the End Procurer at 33 KV Grid at Chatham Sub-Station:

(a) Land: Land identified by A&N Electricity Department at Chatham Power House as marked on Layout Plan shall be made available on the date of issuance of Letter of Award free from all encumbrances. A&N Electricity Department has confirmed that land at plant site is owned by it. Any site preparation/development work if so required shall be carried out by the contractor.

(b) Power Evacuation- A&N Electricity Department confirmed that power shall be evacuated through 33kV grid. One (1) no. circuit breakers at Chatham Power House, in 33kV switchboard owned and operated by A&N Electricity Department shall be made available for this purpose.

No rental charge shall be levied by the A&N Electricity Department for above land and power evacuation facilities provided by them.

(c) Water supply- Raw water will be provided by A&N Administration at plant site on chargeable basis, if any.

(d) Construction Power – The A&N Electricity Department will provide power supply to the Power Generator on demand after completion of required codal formalities and paying requisite fees and charges etc. at the prevailing commercial category monthly tariff.

- (e) Statutory clearance for cutting the trees existing on the proposed site shall be arranged by A&N Administration.
- (f) The documents/record/reading sheets prepared by the contractor's operating staff will be countersigned by the representative of Electricity Department on daily basis.

5.12 OTHER SPECIAL NOTE

- (a) The firm interested to quote in the tender may visit the site and see the facilities, available, land area and other logistic availability to avoid any future complication. Time is the essence of the contract and Contractor shall make himself acquainted with the climatic condition, site condition and other facilities available in the Islands to avoid delay in completion of the project and imposition of Liquidated Damage.
- (b) The plant will operate in parallel with the Departmental as well as other private power plants. The bidder taking part in the tender may therefore make a detailed study of the load demand, grid characteristic and condition of other plants. Control scheme used in other plants, nature of fault occurring in the overhead as well as underground 11/33 KV feeders and its impact on the DG Set etc. before quoting and designing their plant so that required protection scheme is implemented as well as settings etc. are so incorporated that stability in operation of DG Set are achieved. The contractor shall also ensure that the DG Sets shall be capable of withstanding momentary grid disturbance arising out of faults occurring in the 11/33 KV feeders.

5.13 CLIMATIC CONDITION OF RAIN FALL IN ANDAMAN ISLANDS

The average temperature in Andaman Islands is 27 oC (81 oF). The highest monthly average high temperature is 32o C (90o F) in April. The lowest monthly average low temperature is 22o C (72o F) in January, February & March, Port Blair and Andaman Islands receives an average of 3176 mm (125.0 inches) of rainfall per year, or 265 mm (10.4 inches) per month. On an average the islands experience rainfall for 164 days in a year. The driest weather is in March when an average of 16 mm (0.6 inches) of rainfall (precipitation) occurs across 2 days. The wettest weather is in June when an average of 596 mm (23.5 inches) of rainfall (precipitation) occurs across 25 days. The average annual relative humidity is 80.3% and average monthly relative humidity ranges from 74% in January, February & December to 87% in July, August & September.

5.14 Standards

The work shall be performed in conformity with the specifications ,relevant standards, code of practice and latest editions/amendments of the following:-

- a) The Indian electricity act and rules framed thereunder
- b) Fire insurance regulations
- c) Regulations laid down by the chief electrical inspectorate
- d) Regulations laid down by chief controller of explosives
- e) Applicable codes of practice of the bureau of Indian standards
- f) Any other regulations laid down by the centre, state or local authorities from time to time and during the execution of this contract

Section 6

FORMATS FOR BID SUBMISSION

&

ATTACHMENTS

6 **List of Formats, Appendices and Annexures**

- i. Covering Letter (Format 6.1)
- ii. BG towards Earnest Money Deposit (EMD) (Format 6.2 A)
- iii. Performance Bank Guarantee to be submitted with NVVN (Format 6.2 B)
- iv. FORMAT FOR QUALIFYING REQUIREMENT (Format 6.3)
- v. Disclosure statement (Format 6.4)
- vi. Financial Bid (Format 6.5)
- vii. CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS DOCUMENT (Format 6.6)
- viii. Declaration on Fraud Prevention Policy (Format 6.7)
- ix. Checklist for Bank Guarantee (Appendix – A);
- x. List of Banks for issuance of BGs/ Performance Bank Guarantee (Annexure - 1)
- xi. Copy of PPA (Annexure-2)
- xii. Layout and Line Diagram of Chatham Power House (Annexure-3)

Format 6.1 – Format of Covering Letter

[To be submitted with Technical Bid]

(The covering letter should be on the Letter Head of the Bidding Company / Lead Member)

Date: _____

From : _____ *[Insert Name and Address of Bidding Company]*

Tel.#:

Fax#:

E-mail address:

To

NVVN Limited

Core-3, 7th Floor,
Scope Complex, Lodhi Road,
New Delhi -110003

Sub: Response to RfS No. NVVN-RE-CM-2017-010 for Purchase of Power through DG Sets To Deliver 5 MW Power Continuously to the 33 KV Grid of Electricity Department of Andaman & Nicobar Administration at Chatham Power House, Andaman & Nicobar Islands

Dear Sir,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular and PPA for supply of power for 03 years (extendable for 01 year) to NVVN, hereby submit our response to RfS. We confirm that neither we nor any of our Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS. We are submitting application for the development of DG sets based power plant as per following details:

Sl No.	Category	Capacity of Plant
01	DG sets based power plant	5 MW

1. We give our unconditional acceptance to the RfS, No. **NVVN-RE-CM-2017-010** and PPA attached thereto, issued by NVVN. In token of our acceptance to the RfS & PPA, the same have been signed by us and submitted with the response to RfS. We confirm and undertake that the PPA shall be executed as per the provisions of the RfS and provisions of RfS and PPA shall be binding on us. Further, we confirm that the DG sets

based power plant shall be commissioned up to the rated capacity and COD shall be achieved within the schedule stipulated in the RfS i.e. within 30 days from the date of issue of Letter of Award.

2. **Earnest Money Deposit (EMD) :** - The details of BGs submitted towards EMD are as follows:

Sl. No.	EMD BG Details	Amount of BG (Rs.)
1		

3. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats. We hereby withdraw any deviation, conditions whether mentioned explicitly or not in our response to this RfS without any cost to NVVN.

4. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the NVVN in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive any and all claims in respect of this process.

5. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RfS and execute the PPA and set up DG sets based power plant and supply of power in the event of our selection as Successful Bidder.

6. We are enclosing herewith our response to the RfS with formats duly signed on each page as desired by you in the RfS for your consideration.
7. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS and subsequent communications from the NVVN.
8. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

We confirm that all the terms and conditions of our Bid are valid for a period of upto and including one hundred and eighty (180) days from the technical bid opening date unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

9. We hereby understand and confirm that NVVN reserves its right to verify the documents furnished by us at the time of submission of response to RfS at any stage from evaluation upto the expiry of PPA.

We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, NVVN shall be free to take appropriate action including forfeiture of EMD and blacklisting us for an appropriate period decided by NVVN.

10. We, hereby, declare that only the persons or firms interested in this bid as named here and that no other persons or firms other than those mentioned herein have any interest in this bid or in the PPA to be entered into. We confirm that this bid is made without any connection with any other person, firm or party likewise submitting a bid. We further confirm that this bid is submitted in good faith and without collusion or fraud.

11. Contact Person

Details of the contact person are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Fax Nos. :
E-mail address:

12. We confirm that we have understood that we shall approach concerned authorities/departments directly for allotment of land, timelines for availability, possession and connectivity for the plant allotted to us, if any and that NVVN shall not in any way, directly or indirectly, be responsible and liable for these matters. We also confirm that we shall be overall responsible to complete all the activities related to Plant Development at our own risk and cost.

13. We have neither made any statement nor provided any information in this Bid, the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by Power of Attorney)

Format 6.1A – Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT *[Name of the Consortium member company]* having its registered office at,,.....and *[Name of the Consortium member company]* having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named *[Insert name of the Consortium if finalized]* (hereinafter called the 'Consortium') vide Consortium Agreement dated..... (copy enclosed) and having agreed to appoint*[Name & Address of the Lead Member Company]* as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS and to participate in subsequent bidding process (in the event of short-listing as a qualified bidder). We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS and if required, to participate in subsequent bidding process.
- ii) To do any other acts or submit any information and documents related to the above response to RfS, if required.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF *[Name of member consortium Company]*, as the Member of the Consortium have executed these presents on this..... day ofunder the Common Seal of our company.

For and on behalf of Consortium Member
M/s.....

(Signature of person authorized by the Board)

(Name
Designation
Place:
Date:)

Accepted

(Signature, Name, Designation and Address
of the person authorised by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: -----
Date: -----

Format 6.2 A – Format for BG for Earnest Money Deposit

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

In consideration of the ---- *[Insert name of the Bidder]* (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for “**Purchase of Power through DG Sets To Deliver 5 MW Power Continuously to the 33 KV Grid of Electricity Department of Andaman & Nicobar Administration at Chatham Power House, Andaman & Nicobar Islands**”, in response to the RfS no. **NVVN-RE-CM-2017-010** issued by NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as 'NVVN') and NVVN considering such response to the RfS of*[Insert the name of the Bidder]* as per the terms of the RfS, the _____ *[insert name & address of the Bank]* (hereinafter called as Guarantor Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay to NVVN having Registered Office at Core-7, SCOPE Complex, 7, Institutional Area, New Delhi – 110003 forthwith on demand in writing from NVVN or any Officer authorised by it in this behalf, any amount upto and not exceeding **Rs.23,34,000/- (Rupees Twenty Three Lakh Thirty Four Thousand only)**, on behalf of _____ *[Insert name of the Bidder]*.

This guarantee shall be valid and binding on this Guarantor Bank up to and including _____ *[Insert date of validity in accordance with clause 3.23 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective Agreement.

Our liability under this Guarantee is restricted to **Rs.23,34,000/- (Rupees Twenty Three Lakh Thirty Four Thousand only)**. Our Guarantee shall remain in force until _____ *[insert date of validity in accordance with clause 3.23 of this RfS]*. NVVN shall be entitled to invoke this Guarantee till _____ *[insert date of validity in accordance with clause 3.23 of this RfS]*.

The Guarantor Bank hereby agrees and acknowledges that the NVVN shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NVVN, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NVVN.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- *[Insert name of the Bidder]*

and/or any other person. The Guarantor Bank shall not require NVVN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NVVN in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NVVN shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by NVVN or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to NVVN and may be assigned, in whole or in part, (whether absolutely or by way of security) by NVVN to any entity to whom NVVN is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to **Rs.23,34,000/- (Rupees Twenty Three Lakh Thirty Four Thousand only)** and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.23 of this RfS]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NVVN serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this ____ day of _____, 20__

Format 6.2 B – Format for Performance Bank Guarantee

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

In consideration of the ----- [*Insert name of the Bidder*] (hereinafter referred to as 'Power Generator') having its registered office atsubmitting the response to RfS inter alia for **“Purchase of Power through DG Sets To Deliver 5 MW Power Continuously to the 33 KV Grid of Electricity Department of Andaman & Nicobar Administration at Chatham Power House, Andaman & Nicobar Islands”**, in response to the RfS no. **NVVN-RE-CM-2017-010** issued by NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as NVVN) having Registered Office at Core-7, SCOPE Complex, 7, Institutional Area, New Delhi – 110003 and NVVN considering such response to the RfS of[*insert the name of the selected bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the DG sets based power plant of the Power Generator and issuing Letter of Award No ----- Dated_____ to (Insert Name of selected bidder) as per terms of RfS and the same having been accepted by the Power Generator resulting in a Power Purchase Agreement (PPA) to be entered into between Power Generator and NVVN, for purchase of Power from selected Power Generator. As per the terms of the RfS, the _____ [*insert name & address of Bank*] (hereinafter referred to as the 'Guarantor Bank') hereby agrees unequivocally, irrevocably and unconditionally to pay to NVVN at[*Insert Name of the Place from the address of the NVVN*] forthwith on demand in writing from NVVN or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of _____ [*Insert name of the selected Power Generator*]

This bank guarantee shall be valid and binding on this Guarantor Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Bank Guarantee is restricted to Rs. _____ (Rs. _____ only). Our Bank Guarantee shall remain in force until _____(insert date as per period of validity of PBG as per clause 3.23 of this RfS). NVVN shall be entitled to invoke this Bank Guarantee till _____.

The Guarantor Bank hereby agrees and acknowledges that the NVVN shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by NVVN, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to NVVN.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Power Generator] and/or any other person. The Guarantor Bank shall not require NVVN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against NVVN in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly NVVN shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Power Generator, to make any claim against or any demand on the selected Power Generator or to give any notice to the selected Power Generator or to enforce any security held by NVVN or to exercise, levy or enforce any distress, diligence or other process against the selected Power Generator.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to NVVN and may be assigned, in whole or in part, (whether absolutely or by way of security) by NVVN to any entity to whom NVVN is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Bank Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if NVVN serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For _____[Insert Name of the Bank]__

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. *The Stamp Paper should either in the name of the executing Bank or the party on whose behalf the BG has been issued.*
2. *The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed.*

[on the letter head of Bidder]
Format 6.3 – FORMAT FOR QUALIFYING REQUIREMENT

[To be submitted with Technical Bid]

To,

NVVN Limited

Core-3, 7th Floor,
Scope Complex, Lodhi Road,
New Delhi -110003

Dear Sir,

Sub: Response to RfS No. NVVN-RE-CM-2017-010 for Purchase of Power through DG Sets To Deliver 5 MW Power Continuously to the 33 KV Grid of Electricity Department of Andaman & Nicobar Administration at Chatham Power House, Andaman & Nicobar Islands

1. We confirm that M/s.....(name of bidding Company or any member of consortium) *or M/s(name of Parent/Affiliate) who is Parent/Affiliate of M/s.....(name of bidding Company or any member of consortium) meet the Qualifying Requirement stipulated in clause 3.8 A and furnish the following details in support of meeting the Qualifying Requirement

Clause no. of RfS	QR	Meet QR (Yes / No)	Details				
			Name of Client (Name and address, Email, Ph.No.)	LOA / Purchase Order no. and date	Scope of Work	Period of supply of power	Experience Certificate of the client in support of meeting QR
3.8 A	We have successfully completed grid connected operation / delivery of power to the Electricity Grid of States / UT's with MW size DG Set / DG Power Plant for at least for 18 months.						
							Enclosed at Annexure...

2. We confirm that we meet the Qualifying Requirement stipulated in clause 3.8 B and furnish the following details in support of meeting the Qualifying Requirement:

The Annual Turnover of *M/s (name of bidding company/Lead member of Consortium) * or M/s(name of Parent/Affiliate of bidding company/Lead Member of Consortium) who is Parent/Affiliate of M/s.....(name of bidding company/Lead member of Consortium) during Financial Year 20..... (any of the three preceding financial year) is Rs..... Crore. In support of the above, we have enclosed copy of Profit & Loss Account and Balance sheet for the last Five consecutive financial years duly certified by the Chartered Accountants (Statutory Auditors in case of Limited/Pvt. Ltd Company) at Annexure-.....

(Signature & Name of the Authorised person)

Date: -

**** Strike out whichever is not applicable.***

**** The bidder shall provide the Relationship Certificate as per the Format provided in RfS.***

Format 6.3A: Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company.

To:

Dear sir,

Sub: Bid for Request for Selection for PURCHASE OF POWER THROUGH DG SETS TO DELIVER 5 MW POWER CONTINUOUSLY TO THE 33 KV GRID OF ELECTRICITY DEPARTMENT AT Chatham, ANDAMAN & NICOBAR ISLANDS

We hereby certify that M/s.....,M/s.....,M/s..... are the Affiliate(s) /Parent Company of the Bidding Company as per the definition of Affiliate/Parent company as provided in this RFS and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Affiliate/Parent Company/Bidding Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company	Name of the Affiliate of the Bidding Company/ Name of the Parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company

(Insert Name and Signature of Statutory Auditor or practising Company Secretary of the Bidder)

Format 6.3B: Undertaking from the Financially and or Technically Evaluated Entity or its Parent Company / Affiliate /

Ultimate Parent Company

(On the Letter Head of the Financially and or Technically Evaluated Entity or its Parent Company / Ultimate Parent Company)

From:

To,

.....

Dear Sir,

We refer to the RFS No..... dated.....for " **Bid for Request for Selection for for PURCHASE OF POWER THROUGH DG SETS TO DELIVER 5 MW POWER CONTINUOUSLY TO THE 33 KV GRID OF ELECTRICITY DEPARTMENT AT Chatham, ANDAMAN & NICOBAR ISLANDS**".

"We have carefully read and examined in detail the RFS, including in particular, Clause 8.3 of the RFS, regarding submission of an undertaking, as per the prescribed Format 6.3B of the RFS.

We confirm that M/s (Insert name of Bidding Company/ Member of Consortium) has been authorized by us to use our *financial and or *Technical capability for meeting the *Financial and or *Technical Eligibility as specified in Clause 8.3 of the RFS referred to above.

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause....of the RFS the..... (Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder".

In view of the above, we hereby undertake to you and confirm that in the event of failure of(Insert name of the Bidding Company) to submit the Performance Guarantee in full or in part at any stage, as specified in the RFS, we shall submit the Performance Guarantee not submitted by(Insert name of the Bidding Company)".

We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

Signature of Authorised Signatory

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RFS.

Common seal ofhas been affixed in my/our presence pursuant to Board of Director's Resolution dated

WITNESS

.....

(Signature)

Name.....

Designation

.....

Signature)

Name.....

Designation

*** Strike out which is not applicable.**

* In case of a Bidding Consortium, the Financial Eligibility criteria like Annual turnover as indicated in Clause 3.8 (B) shall be fulfilled by the Lead Member or Parent Company of the Lead Member while the Technical Eligibility Criteria shall be fulfilled by either of the consortium members.

Format 6.3C: CONSORTIUM AGREEMENT

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement ("Agreement") executed on this _____ day of _____ 2017 between M/s [insert name of Lead Member] _____ a Firm / Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Lead Member", which expression shall include its successors, executors and permitted assigns) and

M/s _____ a Firm / Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Technical Member", which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

WHEREAS, each Member individually shall be referred to as the "Member" and both the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS the NTPC Vidyut Vyapar Nigam Limited (hereinafter called NVVN) ,a Company incorporated under the Company's Act, 1956 has invited response to RFS No.dated for "Request for Selection for **PURCHASE OF POWER THROUGH DG SETS TO DELIVER 5 MW POWER CONTINUOUSLY TO THE 33 KV GRID OF ELECTRICITY DEPARTMENT AT CHATHAM, ANDAMAN & NICOBAR ISLANDS**".

WHEREAS the RFS documents stipulates that the Lead Member may enter into a Consortium Agreement with another Company / Corporate entity to fulfill the Technical Eligibility Criteria as stipulated in the RFS document. The Members of the Bidding Consortium will have to submit a legally enforceable Consortium Agreement in a format enclosed with the RFS document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that (M/s.....), shall act as the Lead Member as defined in the RFS for self and agent for and on behalf of Technical Member.....
2. The Lead Member is hereby authorized by the Technical Member of the Consortium to bind the Consortium and receive instructions for and on their behalf.
3. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

4. Subject to the terms of this Agreement, the Technical member shall be responsible for providing technical knowledge for "Design, Manufacture, Supply, Erection, Testing and Commissioning, Operation & Maintenance and supply of power through DG sets based power plant" to the lead member.
5. In case of any breach of any commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
6. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the RFS document.
8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the RFS submitted to NVVN and shall remain valid till completion of the job assigned to the Contractor.
9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFS.
10. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of NVVN.
11. This Agreement
 - (a) Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - (b) Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - (a) May not be amended or modified except in writing signed by each of the Members and with prior written consent of NVVN.

IN WITNESS WHEREOF, the Members have, through their authorised representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s ----- [Lead Member]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witnesses:

1) Signature-----

Name:

Address:

2) Signature

Name:

Address:

For M/s----- [Technical Member]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [•])

Witness:

*Strike out whichever is not applicable.

Format 6.4 –Format for Disclosure

[On the letter head of Bidding Company]

[To be submitted with Technical Bid]

Disclosure

We hereby declare that we or our Parent or Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or PPA has been signed, the same will be cancelled and all the Bank Guarantees will be encashed and Recoveries will be effected for the payments done.

(Signature & Name of the Authorised person)

Date: -

[on the letter head of Bidder]

Format 6.5- Format of Financial Bid for Quoting “Tariff ” for “Purchase of Power through DG Sets To Deliver 5 MW Power Continuously to the 33 KV Grid of Electricity Department of Andaman & Nicobar Administration at Chatham Power House, Andaman & Nicobar Islands”, RfS No. NVVN-RE-CM-2017-010

Sl. No.	Description	Tariff in Rupees per kWh (Unit) of Electrical Power	
		(in figures)	(in words)
1.	Cost of per unit energy (KWh) to be delivered to 33 KV grid of Electricity Department of A&N Administration in terms of RfS and PPA		

Note: The Goods & Services Tax (GST) on quoted tariff (Rs/ kWh), if applicable, shall be paid extra on submission of documentary evidence.

(Signature of Authorized Representative of the Company)

Name of Organization: -

Date: -

(Company Seal)

Note: - 1. In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

Format 6.6 – CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS DOCUMENT

**(Certificate of Compliance to All Provisions of RfS Document / "NIL" Deviation Certificate)
[To be submitted with Technical Bid]**

Bidder's Name and Address : To
NVVN Limited
Core-3, 7th Floor,
Scope Complex, Lodhi Road,
New Delhi -110003

Dear Sirs,

1. With reference to our Bid dated..... for "**Purchase of Power through DG Sets To Deliver 5 MW Power Continuously to the 33 KV Grid of Electricity Department of Andaman & Nicobar Administration at Chatham Power House, Andaman & Nicobar Islands, RfS No. NVVN-RE-CM-2017-010**", we hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Technical Bid and Financial Bid) are strictly in conformity with the provisions of the RfS Document including its Amendments / Clarifications / Errata / Revisions thereof and we have **not taken any deviation** to any of the provisions of the aforesaid RfS document.
2. Further, we agree that the entire work for development of DG sets based power plant shall be performed as per the the provisions of RfS document.
3. We confirm that any deviation/ variation / additional conditions to the provisions of RfS Document read in conjunction with its Amendment(s)/Clarification(s)/ Addenda / Errata found anywhere in our Technical Bid and Financial Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the NVVN, failing which the EMD be forfeited.
4. We hereby confirm that our Technical Bid does not contain any Financial/Price content entry. However if anything is contained, we shall be solely responsible for any implication.
5. Further, we confirm that our Financial Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Financial Bid.

Signature of Authorized signatory.....

Date : (Name of Authorized Signatory).....

Place : (Designation).....

(Company Seal)

Format 6.7 - DECLARATION ON FRAUD PREVENTION POLICY
(Certificate of Compliance to FRAUD PREVENTION POLICY)

[To be submitted with Technical Bid]

Bidder's Name and Address:

To
NVVN Limited
Core-3, 7th Floor,
Scope Complex, Lodhi Road,
New Delhi -110003

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate / collaborator / subcontractors / subvendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTPC.

Signature of Authorized signatory.....

Date : (Name of Authorized Signatory).....

Place : (Designation).....

(Company Seal)

Appendix – A**CHECK LIST FOR BANK GUARANTEES**

Sl.No.	Details of checks	YES/NO.
a)	Is the BG on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act?	
b)	Whether date, purpose of purchase and name of the purchaser are indicated on the Stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper should be duly signed by the stamp vendor.)	
c)	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by SBI, India.	
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
e)	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
f)	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
i)	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
j)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
k)	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
l)	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

List of Banks

A. STATE BANK OF INDIA

B. NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
18. Bank of Baroda

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. KarurVysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Limited
12. South Indian Bank Ltd
13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.

16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd
21. IDFC Bank Limited
22. Bandhan Bank Limited

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank PJSC
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. CréditAgricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKongShanghai Banking Corporation Ltd
12. SocieteGenerale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. PT Bank Maybank Indonesia TBK
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. The Bank of Tokyo-Mitsubishi UFJ Limited.
26. Australia & Newzealand Banking Group Limited
27. Sumitomo Mitsui Banking Corporation
28. American Express Banking Corporation
29. Commonwealth Bank of Australia
30. Credit Suisse A.G.
31. FirstRand Bank Ltd.
32. Industrial & Commercial Bank of China Ltd.
33. JSC VTB Bank
34. National Australia Bank

35. Cooperative Rabobank U.A.
36. Sberbank
37. United Overseas Bank Ltd.
38. Westpac Banking Corporation
39. Woori Bank
40. The Royal Bank of Scotland plc
41. Doha Bank Qsc
42. Industrial Bank of Korea
43. KEB Hana Bank
44. National Bank of Abu Dhabi PJSC

E. OTHER PUBLIC SECTOR BANKS

IDBI Bank Ltd

Annexure – 2

COPY OF PPA

Enclosed as separate file.

Annexure-3

- 1. Layout of Chatham Power House is enclosed as separate file as Annexure-3A.**
- 2. Single Line Diagram of Chatham Power House is enclosed as separate file as Annexure-3B.**