

KARNATAKA SOLAR POWER DEVELOPMENT CORPORATION LIMITED

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TENDER NOTIFICATION

(THROUGH E-PROCUREMENT PORTAL ONLY)

1	Bid Enquiry	Enquiry No. KSPDCL/SP/F-29/2015-16/02 dated 09-12-2015
2	Scope	<p>Lot I :</p> <ul style="list-style-type: none">a. Establishing 2x150MVA, 220/66kV sub-station in land bearing Sy no. 154/2,3,4&5 of Tirumani along with connected Terminal Baysb. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no. 131/1 & 2 of Tirumani along with connected Terminal Baysc. Establishing 2x150MVA, 220/66kV sub stn. in land bearing Sy no. 225/1,2 & 3 of Rayacharlu along with connected Terminal Baysd. Establishing 2x150MVA, 220/66kV sub-station in land bearing Sy no. 175 of Rayacharlu along with connected Terminal Baysi. Construction of 220kV SC line from proposed 220/66kV substation, in solar park to PGCIL station in solar park. <p>on Total Turnkey basis, in respect of the proposed 2000MW Pavagada Solar Park in Tumkur District, Karnataka including supply of all Materials, Erection (including Civil Works, Testing and Commissioning)</p> <p>Lot II :</p> <ul style="list-style-type: none">a. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no. 44 of Kyataganacharlu along with connected Terminal Baysb. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no. 242 of Vallur along with connected Terminal Baysc. Establishing 2x150MVA, 220/66kV sub station in land bearing

		<p>Sy no. 166 of Vallur along with connected Terminal Bays</p> <p>d. Establishing 2x150MVA, 220/66kV sub station in land bearing Sy no.35/2 of Ballasamudra along with connected Terminal Bays.</p> <p>i. Construction of 220kV SC line from proposed 220/66kV substation, in solar park to PGCIL station in solar park.</p> <p>On Total Turnkey basis, in respect of the proposed 2000MW Pavagada Solar Park in Tumkur District, Karnataka including supply of all Materials, Erection (including Civil Works, Testing and Commissioning).</p>																
3	Commissioning	12 months for Lot I and Lot II from the date of Letter of Award/ Letter of Intent (as applicable) including Monsoon period.																
4	Amount put to tender	Rs. 14000 Lakhs for Lot I Rs. 13000 Lakhs for Lot II																
5	EMD	<p>Bids shall be accompanied by Bid security (EMD) for Rs. Rs. 210.00 Lakhs for Lot I and Rs.190.00 Lakhs for Lot II as follows:</p> <p>EMD details:-</p> <table border="1"> <thead> <tr> <th>Lot</th> <th>Total EMD in lakhs</th> <th>e- payment</th> <th>BG for Rs.lakhs</th> </tr> </thead> <tbody> <tr> <td>LOT 1</td> <td>Rs. 210.00</td> <td>Rs. 10.00 Lakhs</td> <td>200.00</td> </tr> <tr> <td>LOT 2</td> <td>Rs.190.00</td> <td>Rs. 10.00 Lakhs</td> <td>180.00</td> </tr> <tr> <td>TOTAL of Lot I and II *</td> <td>Rs.400.00</td> <td>Rs. 10.00 Lakhs</td> <td>390.00</td> </tr> </tbody> </table> <p>*If the bidder is participating in both lots, then <u>Rs. 10.00 Lakhs</u> shall be paid through e-procurement ,balance of Rs. 390.00lakhs Shall be paid through separate BG's</p> <p>I.</p> <p>1) Up to Rs. 10.00 Lakhs</p> <p>The Payment of the same shall be made through any of the following modes of e-Payment.</p> <ul style="list-style-type: none"> • Credit Card/ Debit card • Net Banking • NEFT / RTGS • Over-the-Counter (OTC) • IMPS 	Lot	Total EMD in lakhs	e- payment	BG for Rs.lakhs	LOT 1	Rs. 210.00	Rs. 10.00 Lakhs	200.00	LOT 2	Rs.190.00	Rs. 10.00 Lakhs	180.00	TOTAL of Lot I and II *	Rs.400.00	Rs. 10.00 Lakhs	390.00
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		<p>NOTE:- EMD payment at E-procurement portal is through ICICI bank.</p> <p>For further clarification, contact E-procurement portal.</p> <p>2) The Balance EMD in Rs.Lakhs in the form of Bank Guarantee valid for 30 days beyond the prescribed Period of validity for the Bid including Period of Extension, if any. The bidder shall scan the Bank Guarantee towards EMD and upload the same in the prescribed form failing which the offer will be rejected. Also, the Bidders shall ensure that the Bank Guarantee towards EMD shall be sent in original to the Chief Executive Officer, KSPDCL, Bengaluru so as to reach after the last submission date & on or before the date & time of opening Techno commercial Bids in a sealed cover, failing which their bid will not be opened.</p>
6	Qualifying requirements of Bidder	<p>1.0 Bidder shall be financially sound and shall submit audited financial reports for last five years preceding the date of bid submission. Bidder shall have adequate knowledge of Sub-Stations and Transmission Lines design procedures including quality control and shall have infrastructure and erection facilities and capacity to execute the works.</p> <p>The essential minimum Qualifying Requirements are as under.</p> <p>2.0 (a) The Bidder or his JV partner should possess valid Super Grade Electrical Contractor's License issued by the Government of Karnataka as on the date of opening of techno-commercial bid. In addition, the bidder should have the following qualifying requirements (Technical).</p> <p>3.0 Qualifying Requirements (Technical)</p> <p>3.1 STATION :For one lot: Should have carried out erection of two Station of 220 kV class or above category on Total turnkey or Partial turnkey basis, having atleast two nos. of Circuit Breaker, Terminal Bays (out of which at least one must be Transformer Bay including erection of Transformer) which shall be in satisfactory service for a period of One year prior to date of submission of the Bid.</p> <p>3.2 TRANSMISSION LINE :For one lot Should have constructed 220kV Transmission Line or above category on Total Turnkey basis or Partial Turnkey basis to an extent equivalent to the length of the line proposed in the tender or to an extent of 25</p>

	<p>kms which ever is less <i>in the last Seven years preceding the date of Bid submission, out of which 50% of the above quantity or 15 Km whichever is less shall be in satisfactory service for a period of <u>One</u> year prior to the date of submission of the Bid.</i></p> <p>NOTE 1: Please refer Clause 5.0 of IFB regarding uploading of documents.</p> <p>NOTE 2: In case the bidder is quoting for both Lot I and Lot II, then the bidder shall meet the above conditions cumulatively.</p> <p>NOTE 3: Bidder can apply to both Lots and fulfill all cumulative QR conditions as per the tender. However the Bidder will be entitled to only one Lot. In case, the bidder becomes L1 in both Lots, the award of Lots would be at the discretion of KSPDCL. In such case, KSPDCL reserves its right to allot both Lots to L1 bidder, in case, other bidders are not found to be eligible in a particular Lot in which the bidder has also participated and found to be eligible after complying with the conditions.</p>
	<p>3.3. <u>JV</u>:- <i>(Limited to a maximum of Three (3) Constituents including the Lead bidder):-</i></p> <p>3.3.1 The JV having combined Technical Qualification as at '3.1&3.2' along with Financial capability as at '4.0' are also eligible to participate in the Bid subject to the following: (I) (a) Any one of the JV Partner shall meet the Technical Capability prescribed at 3.1 and 3.2 (b) Any two of the JV partners shall individually meet the technical capability prescribed at 3.1 or 3.2 (II) Financial requirement prescribed at 4.0 shall be met by any of the JV partners or jointly by all the partners of the Consortium/JV.</p> <p>3.3.2 All the signatories of the JV agreement shall be only those holding valid power of attorney. A certified copy by the Company Secretary/Authorized Signatory to the respective members of the JV shall be attached as evidence for authentication.</p> <p>One of the members of the JV shall be nominated as leader (Prime Bidder) of the JV and authorization shall be evidenced by submitting a power of attorney signed by signatories of all the members of Consortium/JV.</p>

	<p>The leader of the JV shall be the only one who will be authorized to receive the instructions for and on behalf of the Consortium/JV. The leader of the JV is primarily responsible for the total execution of the contract including all contractual obligations and receipt of the payment due in accordance with the provision of the contract.</p> <p>All the members of the JV shall be liable jointly and severally for the execution of the contract in accordance with the terms and conditions of the contract and a statement to this effect shall be included in the JV agreement as well as in the contract agreement.</p> <p>There shall be no conditional offer in the JV agreement with regard to the project.</p> <p>The contract agreement between Purchaser and JV shall be signed by all the members of the Consortium/JV.</p> <p>The JV formed for the purpose of the project shall be valid till completion of the contract.</p> <p>“On specific request by the leader of the JV i.e. lead partner/lead member, the CEO(KSPDCL) may consider the request for arranging direct payment to JVpartner for his scope of work duly obtaining the necessary joint undertaking from the members of the JV and to accept the general correspondences such as approval of Drawings/GTP/Type tests, Inspection calls, Site inspections etc., made directly by their JVpartners”.</p>
	<p>4.0 QUALIFYING REQUIREMENTS (FINANCIAL)</p> <p>4.1 (a) For the purpose of Lot I this particular Bid, Bidders shall meet the following minimum criteria <i>Minimum Average Annual Turnover (MAAT) of the bidder for best three years out of last preceding five financial years ending on March or December as the case may be, shall not be less than Rs. 28000.Lakhs.</i></p> <p>4.1 (b) For the purpose of Lot II this particular Bid, Bidders shall meet the following minimum criteria <i>Minimum Average Annual Turnover (MAAT) of the bidder for best three years out of last preceding five financial years ending on March or December as the case may be, shall not be less than Rs. 26000.Lakhs.</i></p> <p><i>In case bidder is a holding company, MAAT shall be that of holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, MAAT shall be that of subsidiary company only (i.e. excluding its holding company)</i></p>

	<p>4.1(c) As a minimum a Bidders net worth calculated should be Indian Rupees Thirty Five Crores Only (Rs.35 Crore) for Lot I and Thirty Crores (Rs. 30 Crores) for Lot II average or an equivalent amount in a freely convertible currency for the last Three years.</p> <p>NOTE:In case the bidder is quoting for both Lot I and Lot II, then the bidder shall meet the above conditions cumulatively</p> <p>4.2 Basis for assessing the Financial Capability:</p> <p>4.2.1 For assessing the Financial Capability of the Bidder, balance Works on hand (of the bidder including that of his JV members who are extending financial support) and other commitments of the Bidder will be taken into account</p> <p>4.2.2 If the Bidder's company is having various wings / Divisions and the turnover of each of the wing / Division are audited separately and have separate resources, in such events the turnover and commitments of that wing / Division which deals with KSPDCL will be taken in to account for assessing the financial capability.</p> <p>4.2.3 VOID</p> <p>4.2.4 The Bidder shall stand disqualified if the total value of Works on hand including contract against subject tender if awarded, exceeds 2 times the MAAT (minimum average annual turn over).</p> <p>4.2.5 VOID</p> <p>4.2.6 In the event of the Bidder failing to furnish the financial turnover and the financial commitments along with the offer or furnishes the incorrect information, the offers of such Bidders will be rejected.</p> <p>4.2.7 VOID</p>
	<p>5.0 General</p> <p>5.1. VOID</p> <p>5.2 A Bidder shall submit only one tender in the same tendering process. No Bidder can be a JV Partner in case he submits a tender individually in the same tendering process. A JV Partner shall not be a partner for more than one Bidder in the same Tendering process in that case both or all such offers will be rejected and also in case a Prime / Lead Bidder becomes a JV Partner for another Bidder in the same Tendering process then both or all such offers will be rejected.</p> <p>5.3 If the information furnished by the Bidder/Bidders found to be false at any stage of tendering / execution, then the KSPDCL, at its</p>

discretion may take action against such Bidder / Bidders. If false information is found at the Tendering stage KSPDCL may forfeit the EMD paid, disqualify the offer of such Bidder, Black list the Firm etc., and if false information is found at execution stage then KSPDCL may cancel the works awarded, forfeit the Bank Guarantee furnished against the performance of the contract, Black list the Firm, besides initiating action for recovery of excess money paid by KSPDCL if any after getting the works executed from other contractors, levy liquidated damages etc.,

5.3.1 Litigation:

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years with any Govt. Utility. A history of awards involving litigations against the bidder or any party or JV may result in rejection of bid.

5.3.2. The bidder should not have been disqualified for non-performance in any of the Government utilities in the past five years and bidder shall furnish a self-declaration to this effect failing which the offer is liable to be rejected.

5.3.3 Risk & Cost:

The offer of the bidder or his JV partner is liable for rejection in following cases:

- i) Where any of the Government utilities have issued notices in respect of ongoing works in the last 6 months as on date of bid submission invoking 'Risk & Cost clause and where the work is not completed/ charged.
- ii) Where any of the Government utilities) have issued notices in the last 6 months as on date of bid submission invoking 'Risk & Cost' clause and where the work is completed by that Govt. utility by entrusting it to some other agency.
- iii) Wherein the works awarded any of the Government utilities to the bidder has been short closed invoking clause No.44.0 & 45.0 of GCC (Contractors default) then such bidder shall not be eligible if such short closure has been initiated within 6 months prior to last date of bid submission of this tender.

Bidder and his JV partners shall furnish self-declaration stating that no such actions against the bidder/his JV partners have been taken by any of the Government utilities in respect of i), ii) & iii) above and upload the same along with other documents in relevant field in the e-procurement portal failing which the offer is liable to be rejected.

NOTE: However, if the bidder after issue of 'Risk & Cost notice

		<p>completes the works successfully and if the same is commissioned (before opening of the bid), in such cases the offer of the bidder would be considered.</p> <p>5.3.4 Bidder has to source the supply of equipment/material from KPTCL approved Vendors only as per the QR for Vendor registration, available in the KPTCL website i.e., www.kptcl.com, Link Tendering & Procurement - application for Vendor registration.</p> <p>Bidders are requested to furnish the self-declaration stating the above and upload the same along with the other documents.</p> <p>5.4 If part or full price sheets or prices are exposed in the Techno-Commercial Sheets or Techno-Commercial Bid by the Bidder, then the offer of the Bidder will be rejected.</p>
		<p>6.0 Public Sector Companies : Public Owned Enterprises domiciled in the Owner / Lessee Country may be eligible to qualify if, in addition to meeting all the above requirements, and also:</p> <p>a) Are Commercially oriented Legal Entities distinct from the Owner/Lessee, and are not a Government Department.</p> <p>b) Are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts and return on Capital, powers to raise loans and obtain Revenues through the sale of Goods or services and</p> <p>c) Are Managerially autonomous.</p> <p>PSU's shall note that No preference/advantage of whatever nature will be given in evaluation / comparison of Bids and in Award of Contract.</p>
7.0	Bid Documents	<p>Bid documents in the following format will be available on the Web site on or after 28.12.2015.</p> <p>VOLUME-I - COMMERCIAL REQUIREMENTS</p> <p>VOLUME-II - TECHNICAL REQUIREMENTS</p> <p>VOLUME- III - BID PROPOSAL SHEETS</p>
8.0		Calendar of Events
8.1	Commencement of Registration and issue of	28.12.2015

	Electronic Bid Sheets	
8.2	Last date & time for seeking clarifications	21-01-2016 13.00hrs
	Pre bid meeting	22-01-2016 2.30PM
8.3	Last Date & time for receipt of Bids through Electronic Mode only	10.02.2016 12.00hrs.
8.4	Date & time of opening of Electronic Bid Sheets	Techno – Commercial Bids 12.02.2016 12:30 hrs.

The prospective bidders can download blank tender documents from e-procurement portal free of cost either by logging on **<https://eproc.karnataka.gov.in>**. However, for participation in the bidding process, they need to pay the tender processing fee as prescribed by the e-procurement portal.

The bidder shall scan the Bank Guarantee towards EMD and upload the same in the prescribed form failing which the offer will be rejected. Also, Bidder shall send the original Bank Guarantee towards EMD so as to reach this office after the last submission date & on or before the date & time of opening Techno commercial Bids in e-procurement portal. Non-receipt of Bank guarantee in original on the date notified above would result in non opening of the Bid.

The tender must be submitted through online in e-procurement portal as per e-procurement portal guidelines on or before the date and time indicated in the e-procurement portal.

Any clarifications regarding the scope of work and technical features of the project can be had from the undersigned during office hours.

**Sd-
Chief Executive Officer
KSPDCL**

