

CIL Navikarniya Urja Limited
(A Subsidiary Company of Coal India Limited)

Tender Document For

Design, Engineering, Procurement & Supply, Construction & Erection, Testing, Commissioning, Associated Transmission System and Comprehensive O&M for 10 Years of 40MW (AC) Solar PV Power Plant at Johilla Area, Umaria, Madhya Pradesh, India



CIL Navi Karniya Urja
Limited 7th Floor, Coal
Bhawan, Premises
No-4 MAR Action Area –
1A, New Town, Rajarhat,
Kolkata (WB) – 700156
Email:
ceo.cnul@coalindia.in

About the Company

CIL Navikarniya Urja Limited (CNUL), a wholly owned subsidiary company of Coal India Limited was incorporated on 16th of April, 2021 to venture into new business area of New and Renewable Energy (Non-Conventional) segment including Solar, Wind, Small Hydro, Biomass, Geo-Thermal, Hydrogen, Tidal, etc., along with other prevalent technologies/emerging technologies for development of non-conventional/clean & renewal energy Business.

Parent company Coal India Limited (CIL) is the state-owned coal mining corporate came into being in November 1975 is at the forefront of the nation's coal production in the Indian energy sector. CIL alone produces around 83% of country's entire coal output. In a country where 69% of the total electricity generation is coal based, CIL virtually empowers the nation's power sector. Around 80% of CIL's total supplies are catered to power sector.

South Eastern Coal Fields Limited (SECL) is the wholly owned subsidiary Company of CIL. SECL intends for Development of **40 MW (AC)** Grid Connected Solar PV Project at one location of Johilla Area, SECL, Umaria, and Madhya Pradesh. CNUL has been awarded the job of providing PMC service for developing the 40 MW project through engagement of EPC Contractor.

The generated solar power from the proposed solar project will be utilized by SECL for captive consumption. CNUL endeavor to reduce energy charge of the Subsidiary by installing the proposed solar project.

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SECTION – I: NOTICE INVITING TENDER (NIT)

कोल इंडिया लिमिटेड

(भारत सरकार का उपक्रम)

सौर विभाग

परिसर सं.-04 एम.ए.आर., प्लॉट नं.-ए.एफ.-III,
एक्शन एरिया- 1A, न्यू टाउन,
राजरहाट, कोलकाता-700156
फ़ोन: 033 23244024, फ़ैक्स: 033 23244082
वेबसाइट: www.coalindia.in



Coal India Limited

(A Government of India Enterprise)

Solar Division

Premises No. 04 MAR, Plot No. AF-III,
Action Area 1A, New Town,
Rajarhat, Kolkata-700156
Phone: 033 23244024, Fax: 033 3244082
Website: www.coalindia.in

Ref. No.: CIL/CNUL/SECL_40MW/JOHILLA/02

Dated: 29.10.2024

E-TENDER NOTICE

1. Tenders are invited on-line on the website <https://coalindiatenders.nic.in> from the eligible bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA, for the following work:

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| A | Scope Of Work | <p>Design & engineering, procurement & supply of equipment and materials (including PV modules, testing at manufacturers works, multi – level inspections, packing and forwarding, supply, receipt, unloading and storage at site, associated civil works, services, permits, licenses, installation and incidentals, insurance at all stages (Including Insurance of PV Modules), erection, testing and commissioning of 40 MW (AC) Grid connected ground mounted Solar PV Power Plant along with DC Overloading and performance demonstration with associated equipment and materials on turnkey basis at Johilla, Umara, M.P along with 10 (Ten) years comprehensive operation and maintenance from the date of commissioning or Operational Acceptance, whichever is later.</p> <ol style="list-style-type: none">1. Design, Procurement & Supply, and erection of the following, in all respect:<ol style="list-style-type: none">a) Supply, Packing and Forwarding, and Transportation of PV Modules up to the solar site at Johilla Area, Umrao, M.P, Transit insurance of crystalline Solar PV Modules with nominal wattage and dimensions as mentioned in the scope of supply for 1500V System Voltage including DC overloading and mandatory spares.b) The Total capacity of PV modules to be procured under this tender, excluding mandatory spares is 56 MWp (minimum). |
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| | | <ul style="list-style-type: none"> c) Erection, Installation, Testing and Commissioning of 132 kV 20 KM Transmission System from project site to injection point (BirsinghpurPali Substation) d) Module mounting structures and fasteners. Installation, Erection, Testing and Commissioning of Modules (as supplied by owner) along with demonstration of the performance parameters. e) All power conditioning systems including junction boxes, Inverters/ PCU, DC and AC circuit breaker(s). f) All associated electrical works and equipment required for interfacing line/ cable (i.e., transformer(s) – power and auxiliary, breakers, isolators, lightning arrestor(s), LT/other panels, protection system, cables, metering etc., but not limited to) as per technical specifications. g) Design, supply, erection, testing & commissioning defined in scope of work/ TS as per project requirement and associated switchgear equipment and metering equipment as per technical specification and state regulations. h) All associated civil works, including design and Engineering, for: Earthwork for Site grading, cutting, filling, levelling & compacting, internal Roads, Storm water drainage in the requisite project land as required for development of this Solar PV Power Plant i) Construction of Passage for Cleaning of Solar PV Project j) Construction of rainwater drainage, if required k) Setting up of a comprehensive Fire Protection system as per the Hazardous area classification for the site l) Supply of mandatory spares & special tools and tackles m) Demonstration of performance of the plant as per the requirement specified in the bidding documents. n) Comprehensive operation & maintenance of the ground mounted SPV plant for 10 (Ten) years as mentioned in detailed scope of work from the date of commissioning or Operational Acceptance, whichever is later, as detailed in technical specification, including supply and storage of all spare parts, consumables, repairs/ replacement of any defective equipment etc. o) Obtaining all associated statutory and regulatory compliances and approvals for successful construction, commissioning and operation of plant |
| B | Capacity Utilization Factor (CUF) or | Minimum CUF= 23.54 % at delivery point |

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| | Minimum Net Electrical Energy Generation Guarantee (Minimum NEEGG) | CUF = plant output in kWh / (installed plant capacity in kW * 365 X 24) Minimum NEEGG = 82.48 Million Units (for 1 st year) |
| C | Tender ID. and date | As per Portal |
| D | Source of Fund | Owner as defined in the Bid Data Sheets (BDS) intends to finance the package through domestic funding and own resources. |
| E | Type of Tender | “Single Stage Two Part “online Bidding system. |
| F | Bidders Eligibility Criteria | It’s a “Domestic Competitive Bidding” and hence this bid is open only for bidders registered within the Owner’s country. |
| G | Scheduled Completion/ Contract Period | Scheduled Completion/ Contract Period shall mean: (i) 12 Months (ii) O&M period of 10 years after SCOD. |
| H | Cost of Bidding Document | Free of Cost |
| I | Tender Processing Fee | Free of Cost |
| J | Earnest Money Deposit (EMD) | INR 50 Lakhs. |
| K | Contract Performance Security | Applicable as per Section III – Special Conditions of Contract (SCC) |
| L | Date Time & Venue of Pre-Bid meeting & site visit | Pre Bid: As per Portal Details Site Visit: The bidder, at the Bidder’s own responsibilities, cost, and risk, is encouraged to visit and examine the Site of Works and its surroundings, approach road, soil condition, investigation report, existing works, if any, connected to the tendered work, drawings connected to the work, if as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the works. The cost of visiting the Site shall be at the Bidder’s own expense. a) It shall be deemed that the Bidder has visited the Site/Area and got fully acquainted with the working conditions and other prevalent conditions and |

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| | | <p>fluctuations thereto whether he/she/they actually visit the Site /Area or not and has taken all the factors into account while quoting his/her/their rates.</p> <p>b) The Bidder is expected, before quoting his rate, to go through the requirement of materials/workmanship, specification, requirements and conditions of contract.</p> |
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| Tender inviting authority | Contact Person(s)/Tender Dealing Officer(s) |
|--|---|
| <p>Sudarsan Bora GM (E&M) Solar Dept. Coal India Limited <u>gmsolar.cil@coalindia.in</u></p> | <p>1. Jitendra Kr. Singh Sr. Manager (E&M) Solar Dept. <u>singh.jitendra@coalindia.in</u></p> <p>2. Rajnesh Meena Deputy Manager (E&M) Solar Dept. <u>rajnish.meena@coalindia.in</u></p> |
| <p>For any Portal related queries please call at 24 x 7 Help Desk Number- 0120-4001 002, 0120-4001 005, 0120-4493 395 Email: support-eproc@nic.com</p> | |

2. Time Schedule of Tender

| | | |
|----------|---|----------------------|
| 1 | Date of issuance of Tender | As per Portal |
| 2 | Last Date and Time for submission of pre-bid clarifications | |
| 3 | Date and Time of pre- bid meeting | |
| 4 | Last Date and Time for downloading the NIT | |
| 5 | Start Date and Time for Online Tender submission | |
| 6 | Last Date and Time for Online Tender submission | |
| 7 | Date and Time of Technical Bid opening (Cover-I) | |
| 8 | Date and time of Opening of Financial Bid (Cover-II) | |

Note:

- a. The auto extension of submission of bid shall be applicable as per details mentioned in clause no.24 of NIT.
- b. In case there is any change in date and time of price opening, the same shall be communicated to the technically acceptable bidders through portal.

3. EMD/Bid security

- 3.1 The Bidder shall furnish, as part of his bid, a Bid Security/Earnest Money of the amount as shown in e-tender notice and in the form as deliberated below:
The Bidder will have to make the payment of EMD through ONLINE mode only. No Offline mode of Payment of EMD/Bid security shall be applicable and acceptable. In online mode the Bidder can make payment of EMD either through net banking from designated Banks/s or through NEFT/RTGS from any scheduled Bank. In case of payment through net-banking the money will be transferred to CIL/ Subsidiary designated Account. In case of payment through NEFT/RTGS the Bidder will have to make payment as per the Challan generated by system on e-Procurement portal. Bidder will be allowed by the system to submit the bid only when the EMD is successfully received in CIL/Subsidiary designated account and the information flows from Bank's Server to e-Procurement portal. The Earnest Money/ bid security for the unsuccessful Bidder shall be refundable as promptly as possible. The EMD shall bear no interest. No Bid will be accepted unless accompanied by requisite Bid Security/ Earnest Money Deposit as stated above.
- 3.2 Any Bid not accompanied by an acceptable Bid Security/EMD shall be rejected by the employer as nonresponsive unless otherwise exempted in the Bid document.
- 3.3 The EMD of rejected Bidders will be refunded at any stage directly to the account from where it had been received (except the cases where EMD is to be forfeited).
- 3.4 The Bid Security / EMD of successful Bidder may be retained and adjusted with Performance Security / Security Deposit at Bidder's option.
- 3.5 The Bid Security/Earnest Money may be forfeited:

- a. if the Bidder withdraws the Bid after the end date of Bid submission during the period of Bid validity / extended validity with mutual consent; or
 - b. in the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security Deposit;
- Additionally, the Company shall debar such defaulting Contractor from participating in future bids for a minimum period of 12(twelve) months.

3.6 The Bid Security/ EMD deposited with the Employer will not carry any interest.

3.7 No claim from the Bidders will be entertained for non-receipt of the refund in any account other than the one from where the money is received.

3.8 If the refund of EMD is not received by the Bidder in the account from which the EMD has been made due to any technical reason, then it will be paid through conventional system of e-payment. For this purpose, Bidder should submit e-Mandate form as per Clause No.7 during bid submission.

3.9 In case the tender is cancelled then EMD of all the participating Bidders will be refunded unless it is forfeited by the Department. If the Bidder withdraws the bid online (i.e. before the end date of submission of tender) then the EMD will be refunded automatically after the opening of tender.

4. Pre-bid Meeting

The pre-bid meeting shall be held on hybrid mode (physical as well as through VC) as per the scheduled date & time, as specified in the e-Procurement portal. The purpose of the pre-bid meeting is to clarify the issues and to answer the questions on any matter that may be raised at that stage. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder and it shall be presumed that the bidder does not require any clarification. The minutes of the Pre-Bid meeting shall be uploaded on the Portal, which can be viewed by all interested bidders.

5. Clarification of Bid

The bidder may seek clarification on-line within the specified period. However, the management will clarify as far as possible to the relevant queries.

6. User Portal Agreement

The bidders have to accept the on-line user portal agreement which contains the acceptance of all the Terms and Conditions of NIT and tender document, undertakings and the e-Procurement system through <https://coalindiatenders.nic.in> in order to become an eligible bidder. This will be a part of the agreement.

7. Eligible Bidders

7.1 The Invitation for Bid(s) is open to all Bidders including an individual, proprietorship firm, partnership firm, company registered under Companies Act, any legal entity or JV/Consortium.

The bidders shall be eligible to participate only if they fulfill the qualifying criteria laid down separately hereinafter.

7.2 A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works shall not be eligible to Bid.

7.3 Joint Venture(JV)/Consortium: Two or three companies/ contractors may jointly undertake contract/contracts. Each entity will be jointly and severally responsible for completing the task as per the contract JV/Consortium Details: - Name of all partners of a JV/Consortium (Not more than 3)

Joint Venture/ Consortium details:

Name of all Members of a JV/Consortium (not more than 3):

- i. Lead Member (minimum participation share – 50%)
- ii. Member (minimum participation share – 20%)
- iii. Member (minimum participation share – 20%)

NOTES: JV/Consortium must comply the following requirements:

- i) Following are the minimum qualification requirements for JV/Consortium:
 - a) The qualifying criteria parameter e.g. experience of the individual partners of the JV/CONSORTIUM will be as deliberated under Clause 8 of NIT towards fulfillment of qualification criteria related to experience.
 - b) The qualifying criteria parameter e.g. financial resources (turnover and Net-worth) of the individual partners of the JV/CONSORTIUM. will be added together, for the relevant period, and the total criteria should not be less than as deliberated under Clause 8 of NIT towards fulfillment of qualification criteria related to financial turnover. **However, the required Net-worth shall be met by individual JV/CONSORTIUM partners.**
- ii) The formation of JV/Consortium or change in the JV/Consortium character/ partners after submission of the bid and any change in the bidding regarding JV/Consortium /will not be permitted.
- iii) The bid, and in case of a successful bid- the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the JV/Consortium Agreement providing the joint and several liabilities with respect to the contract.
- iv) The pre-qualification of a JV/Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other JV/Consortium or association. In case of dissolution of a JV/Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- v) The bid submission must include documentary evidence to the relationship between JV/Consortium partners in the form of JV/CONSORTIUM Agreement to legally bind

- all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the JV/Consortium. Such JV/CONSORTIUM Agreement must evidence the commitment of the parties to bid for the facilities applied for (if prequalified) and to execute the contract for the facilities if their bid is successful.
- vi) One of the partners shall be nominated for being In-Charge of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
 - vii) The JV/CONSORTIUM Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JV/Consortium and the entire execution of the contract shall be done with active participation of the Lead Partner.
 - viii) The contract agreement should be signed by each JV/Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/CONSORTIUM or authorized signatory on behalf of JV/CONSORTIUM.
 - ix) The bid should be signed by the DSC holder submitting the bid.
 - x) An entity can be a partner in only one JV/Consortium. Bid submitted by JV/Consortium including the same entity as partner will be rejected.
 - xi) The JV/CONSORTIUM agreement may specify the share of each individual partner for the purpose of execution of this contract. This is required to fulfill eligibility criteria and also for the purpose of apportioning the value of the contract to that extent to individual partner for subsequent submission in other bids if he intends to do so for the purpose of the qualification in that Bid.
 - xii) The earnest money / bids security bank guarantee can be submitted by the JV/Consortium or one or more partners of the JV/Consortium.
 - xiii) The JV/CONSORTIUM agreement must specifically state that it is valid for the project for which bidding is done. If JV/CONSORTIUM breaks up midway before award of work and during bid validity period bid will be rejected. If JV/CONSORTIUM breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/CONSORTIUM shall be debarred from participating in future bids for a minimum period of 12 months.
 - xiv) JV/CONSORTIUM agreement shall be registered in accordance with law so as to be legally valid and binding on the members before making any payment.
 - xv) JV/CONSORTIUM shall open a bank account in the name of JV/CONSORTIUM and all payments due to the JV/CONSORTIUM shall be credited by employer to that account only. To facilitate statutory deductions all statutory documents like PAN/GSTIN, etc. in the name of the JV/Consortium shall be submitted by JV/CONSORTIUM before making any payment.