

INVITATION FOR BIDS (IFB)



SEMBCORP

INVITATION FOR BIDS International Competitive Bidding

IFB- 20181226

Date:26/12/2018

Bidding Document no. (if any): SEMBCORP-P&C-SEIL – FGD BID-02

Name of Package/Work: Flue Gas Desulphurisation System (FGD) for
SEMBCORP ENERGY INDIA LIMITED PROJECT-2
(2X660 MW)

Type of Bidding: Two Stage

Bidding document Sale: From 16.01.2019 to 31.01.2019 up to 17:30 hrs

Receipt of Techno-Commercial Bids: 22.02.2019 up to 12:30 hrs. (IST)

Date and Time of opening of Techno-Commercial Bids: 22.02.2019 at 16:00 hrs.

Date and Time of Receipt and opening of Price Bids: Shall be intimated separately

Contact Details: Head – P&C, Sembcorp Energy India Ltd,
0861-3052300, Email: fgd.seilp2@sembcorp.com
Website: www.sembcorpenergyindia.com

Project Address: Ananthavaram Village, Varakavipudi Panchayat, TP Gudur Mandal,
SPSR Nellore - 524 344, Andhra Pradesh, India

Registered Office: 6-3-1090, A-5, TSR Towers, Rajbhavan Road,
Somajiguda, Hyderabad – 5000 082, Telangana, India

SEMBCORP

INVITATION FOR BIDS (IFB)

FOR

**FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE FOR
SEMBCORP ENERGY INDIA LIMITED PROJECT-2 (2X660 MW)**

(International Competitive Bidding)

IFB No.: 20181226

Date: 26/12/2018

BIDDING DOCUMENT NO. - SEMBCORP-P&C-SEIL – FGD BID-02

A. **SEMBCORP ENERGY INDIA LIMITED (“SEIL / Employer / Owner”)** invites sealed Bids from eligible Bidders for **Flue Gas Desulphurisation (FGD) System Package for Project-2, supercritical technology based coal fired power plant comprising of 2 Units of 660 MW** , in Two Stages [i.e. Stage-I (Techno-Commercial) Bid and Stage-II (Price) Bid], as per the brief scope of work mentioned hereinafter.

B. The brief scope of work is as under:-

The scope of the Bidder shall include but not limited to design, engineering, material selection, manufacturing, procurement, inspection and testing at manufacturer’s works, supply, insurance, packing and delivery at project site, unloading & storage at site, in-plant transportation and handling at site, fabrication, erection, interconnection with existing units, pre-commissioning, testing, successful commissioning, performance testing, liquidation of punch points, training to Owner’s personnel and handing over of complete wet limestone based forced oxidation flue gas desulfurization (FGD) system including all FGD auxiliaries systems, augmenting plant systems on single turnkey EPC basis including all electrical and C&I systems, civil, structural and architectural works coordinated with existing BTG equipment for putting into successful operation to meet the guaranteed emission parameters for 2X660 MW SEIL Project-2.

The detailed scope of work shall be as per specifications and scope defined in the Bidding Document no. SEMBCORP-P&C-SEIL–FGD BID-02 for Flue Gas Desulphurisation System Package for SEMBCORP ENERGY INDIA LIMITED (2X660 MW) Project-2.

C. SEMBCORP will arrange the necessary funds for the FGD Project either from its own resources and / or through external borrowings including multilateral agencies. Bidders will be required to comply with certain documentation etc. as may be required by external agencies

- D. Detailed Specification, Scope of Work and Terms & Conditions are given in the Bidding Documents, which are available for examination and Sale at the Project Address as per the following schedule:

Issue of IFB	09.01.2019
Sale of Bidding Documents	From 16.01.2019 to 31.01.2019 up to 17.30 hrs
Last date for receipt of queries from bidders (if any)	07.02.2019
Date & Time of Pre-Bid Conference	07.02.2019, 14:00 hrs. (IST)
Stage-I (Techno-Commercial) Bid submission Date & Time	22.02.2019 up to 12:30 hrs. (IST)
Stage-I (Techno-Commercial) Bid Opening Date & Time	22.02.2019 at 16:00 hrs.
Stage-II (Price) Bid Receipt Date & Time	Shall be intimated separately by SEMBCORP after opening of Stage-I (Techno- Commercial) Bid
Cost of Bidding Document	Rs 22,500/- (Rupees Twenty Two Thousand Five Hundred only) per set for Indian Bidders and USD 500.00 (US Dollar Five hundred only) per set for foreign Bidders.

- E. All Bids must be accompanied by Bid Security for an amount of Rs 150,000,000/- (Rupees One hundred Fifty million only) or US \$ 2,143,000/- (US Dollars Two million One Hundred Forty Three Thousand only) as stipulated in the Bidding Documents.

Any Bid not accompanied by an acceptable Bid Security in a separate sealed envelope shall be rejected by the Employer as being non-responsive and returned to the Bidder without being opened.

- F. **Benefits / Exemption to supplies under Mega Power Projects Policy:** Not applicable

- G. **Qualification Requirements for Bidders.**

In addition to the requirements stipulated in Section ITB (Instructions to Bidder), the following shall also apply:

1.0.0 Technical Criteria

The Bidder should meet the qualifying requirements stipulated in any one of the qualifying routes i.e. Route-1 (clause 1.1.0) or Route-2 (clause 1.2.0) or Route-3 (clause 1.3.0) or Route-4 (clause 1.4.0) including requirements stipulated in sub clauses of respective Route. In addition, the Bidder should also meet the requirements stipulated under clause 2.0.0 together with the requirements stipulated under section ITB.

- 1.1.0 Route-1: Qualified wet limestone based forced oxidation Flue Gas Desulfurization (FGD) system Manufacturer (QFGDM)**

- 1.1.1 The Bidder should have designed, engineered, supplied, erected/supervised erection and commissioned/supervised commissioning of at least one (1) no. of wet limestone based Flue Gas Desulphurisation System, having flue gas treatment capacity of not less than 20,00,000 Nm³/hr, with desulphurisation efficiency of at least 90 %, operating in a pulverised coal fired power plant. The above wet limestone based Flue Gas Desulphurisation System should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid submission.
- 1.2.0 Route-2: wet limestone based forced oxidation Flue Gas Desulfurization (FGD) system Manufacturer with Collaboration and Technology Transfer Agreement with QFGDM**
- 1.2.1 The Bidder should have designed, engineered, supplied, erected/supervised erection and commissioned/supervised commissioning of at least one(1) no. of wet limestone based Flue Gas Desulphurisation system having flue gas treatment capacity of not less than 6,00,000 Nm³/hr, with desulphurisation efficiency of at least 85%, operating in a pulverised coal fired power plant. The above wet limestone based Flue Gas Desulphurisation System should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid submission.
- 1.2.2 Bidder should also have a valid ongoing collaboration and technology transfer agreement with a QFGDM meeting requirements of clause 1.1.1 on its own, valid minimum up to the end of the Warranty Period of the FGD System for second Unit as per Contract. In such a case Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.
- 1.2.3 The Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it and the QFGDM, in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System including meeting the technical guarantees. The DJU shall be submitted along with Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.
- 1.2.4 In case of award of FGD System, the QFGDM will be required to furnish an on demand bank guarantee for an amount of 5% of the total Contract Price of the Flue Gas Desulphurisation System Package in addition to the Contract Performance Bank Guarantee (CPBG) to be furnished by the Bidder.
- 1.3.0 Route-3: Steam Generator Manufacturer / Indian JV company of Steam Generator manufacturer or QFGDM/ Indian Subsidiary company of Steam Generator manufacturer or QFGDM with Collaboration and Technology Transfer Agreement with QFGDM**
- 1.3.1
- (a) Bidder should have designed, engineered, manufactured/got manufactured, erected/ supervised erection and commissioned/supervised commissioning of at least one (1) no. of pulverised coal fired steam generator for 200 MW or higher capacity unit or having minimum 600T/hr steaming capacity. Further, such

Steam Generator should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid submission.

Alternatively

- (b) The Bidder shall be a Joint Venture (JV) Company incorporated in India under the Companies Act of India, as on the date of Techno-Commercial bid submission, promoted by (i) an Indian Company registered in India under the Companies Act of India and (ii) a Steam Generator Manufacturer meeting requirements of clause 1.3.1(a) or a QFGDM meeting requirements of clause 1.1.1, created for the purpose of manufacturing/supplying in India steam generator sets / Flue Gas Desulphurisation System. The Steam Generator Manufacturer/QFGDM shall maintain a minimum equity participation of 26% in the JV Company with a lock-in period of 7 years from the date of incorporation of JV Company or up to the end of Warranty Period of the FGD System for second Unit as per the Contract whichever is later and one of the promoters shall be a majority stakeholder who shall maintain a minimum equity participation of 51% in the JV Company with a lock in period of 7 years from the date of incorporation of JV Company or up to the end of Warranty Period of the FGD System for second Unit as per the Contract whichever is later. Further, Bidder should have executed order(s), during the last 5 years, with the total value of such project(s) being INR 5,000 million or more as on the date of Techno-Commercial bid submission.

Alternatively

- (c) The Bidder shall be an Indian Subsidiary Company of a Steam Generator Manufacturer meeting requirements of clause 1.3.1(a) or an Indian Subsidiary Company of a QFGDM meeting requirements of clause 1.1.1, registered in India under the Companies Act of India, as on the date of Techno-Commercial bid submission, for manufacturing/supply of Steam Generator sets/Flue Gas Desulphurisation System. The subsidiary Company shall remain a subsidiary company of the Steam Generator Manufacturer/QFGDM for a minimum period of 7 years from the date of incorporation of such Subsidiary Company or up to the end of Warranty Period of the FGD System for second Unit as per the Contract whichever is later. Further, Bidder should have executed order(s), during the last 5 years, with the total value of such project(s) being INR 5,000 million or more as on the date of Techno-Commercial bid submission.
- 1.3.2 Bidder should also have a valid ongoing collaboration and technology transfer agreement with a QFGDM meeting requirements of clause 1.1.1, valid minimum up to the end of the Warranty Period of the FGD System for second Unit as per the Contract. In such a case Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.
- 1.3.3 The Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it, the promoter(s) having 26% or higher equity participation in the JV Company or Steam

Generator Manufacturer or the QFGDM (as the case may be), in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System including meeting the technical guarantees. The DJU shall be submitted along with Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

1.3.4 In case of award of FGD System, the QFGDM will be required to furnish an on demand bank guarantee for an amount of 5 % of the total Contract Price of the Flue Gas Desulphurisation System Package in addition to the Contract Performance Bank Guarantee (CPBG) to be furnished by the Bidder.

1.4.0 Route-4: EPC Organization with Collaboration and Technology Transfer Agreement with QFGDM

1.4.1 The Bidder should be an Engineering, Procurement and Construction (EPC) organization and should have executed, in the last 10 years, large industrial projects on EPC basis (with or without civil works) in the area of power, steel, oil & gas, petrochemical, fertilizer, Flue Gas Desulphurisation and / or any other process industry with the total value of such projects being INR 5,000 million or more. At least one of such projects (in single or multiple contract) should have a total contract value of INR 2,000 million or more. These projects shall be in successful operation for a period of not less than one (1) year prior to the date of Techno-Commercial bid submission.

1.4.2 Bidder should also have a valid ongoing collaboration and technology transfer agreement with a QFGDM meeting requirements of clause 1.1.1, valid minimum up to the end of the Warranty Period of the FGD System for second Unit as per the Contract. In such a case Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings released by such QFGDM.

1.4.3 The Bidder shall furnish a Deed of Joint Undertaking (DJU) executed by it and the QFGDM, in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System including meeting the technical guarantees. The DJU shall be submitted along with Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

1.4.4 In case of award of a project, the QFGDM will be required to furnish an on demand bank guarantee for an amount of 5 % of the total Contract Price of the Flue Gas Desulphurisation System Package in addition to the Contract Performance Bank Guarantee to be furnished by the Bidder.

Notes for clause 1.0.0

(1) Definitions

- (i) "QFGDM" (Qualified wet limestone based forced oxidation Flue Gas Gesulfurization (FGD) system Manufacturer) means a manufacturer meeting requirements stipulated at 1.1.1.

- (ii) Whenever the term 'coal fired' is appearing above, "Coal" shall be deemed to also include bituminous coal/brown coal/ Anthracite coal/lignite.
- (iii) "Flue Gas Desulphurisation System" or "FGD System" wherever appearing above shall mean consisting of at least Absorber System.
- (iv) The word "executed" in Clause 1.3.1 (b)/ Clause 1.3.1 (c) means the Bidder should have commissioned the project(s) specified in the Clause 1.3.1 (b)/ Clause 1.3.1 (c) even if the contract has been started earlier and / or is not completed / closed.

(2) **Erection/Commissioning**

Where erection / supervision of erection and commissioning / supervision of commissioning has not been in the scope of the Bidder as mentioned in clause 1.1.1, 1.2.1 & 1.3.1 (a), the Bidder should have acted as an technical supervisor for erection and commissioning. Necessary documents / certificates from the client, in support of above shall be furnished along with the Techno -Commercial bid.

(3) **Direct / Indirect order**

The Bidder/ QFGDM shall also be considered qualified, in case the award for executing the reference works has been received by the Bidder/ QFGDM either directly from owner of plant or any other intermediary organization. However, a certificate from such owner of plant or any other intermediary organisation shall be required to be furnished by the Bidder along with its Techno-Commercial bid in support of the Bidder's/ QFGDM claim of meeting the qualification requirement as per clause 1.1.1, 1.2.1, 1.3.1(a) & 1.4.1 above. Further, certificate from owner of the plant shall also be furnished by the Bidder along with the Techno- Commercial bid for the successful operation as specified at clause 1.1.1, 1.2.1, 1.3.1(a) & 1.4.1 above.

(4) **Holding Company as a Qualified wet limestone based forced oxidation flue gas desulfurization (FGD) system Manufacturer**

- (i) A Holding Company, singularly or collectively along with its Subsidiaries (held either directly or indirectly), meeting the requirements of clause 1.1.1 above shall also be considered as QFGDM.
- (ii) In such a case, if the Holding Company itself is not the Bidder as a QFGDM, the Holding Company and all such subsidiaries lending strength / experience to the Holding Company for meeting the requirements of clause 1.1.1 above should necessarily be part of the DJU being submitted by the Bidder for successful performance of the contract as per format enclosed with the bidding documents, failing which the bidder shall be disqualified and its bid rejected. Further, the Holding Company and all such entities lending strength / experience to the Holding Company for meeting the requirements of clause 1.1.1 above shall each be required to furnish separate on demand bank guarantees as per the format

enclosed with the bidding documents for an amount aggregating 5 % of the total contract price of the Flue Gas Desulphurisation System Package, in addition to the Contract Performance Bank Guarantee to be furnished by the Bidder. This bank guarantee requirement shall supersede bank guarantee requirement stipulated at clause 1.2.4, 1.3.4 & 1.4.4 for the QFGDM.

- (iii) In case the Holding Company itself is the Bidder as a QFGDM as per clause 1.1.1, the Holding Company shall submit its board resolution stating that in case of any likely change of management control of any of these subsidiaries lending strength / experience to the Holding Company for meeting the requirements of clause 1.1.1 above , the Bidder shall arrange for separate on demand bank guarantees as per the format enclosed with the bidding documents from all such entities lending strength / experience to the Holding Company for fulfilment of requirement of clause 1.1.1, above for an amount aggregating 5 % of the total contract price of the Flue Gas Desulphurisation System Package, in addition to the Contract Performance Bank Guarantee to be furnished by the Bidder before the change in management control actually occurs.

(5) Technology Transfer Agreement (Applicable for Clause 1.2.0, 1.3.0 & 1.4.0)

The bidder shall have a technology transfer agreement as on the date of Techno-Commercial bid submission between the Bidder & QFGDM which shall necessarily cover transfer of technological knowhow for Wet Limestone based Flue Gas Desulphurisation System, in the form of complete transfer of design dossier, design software, drawings and documentation, quality system manuals and imparting training to the relevant personnel of the Bidder.

(6) Equity Lock in period

Wherever equity lock in period requirement or subsidiary status requirement is indicated, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the promoter(s), supported by Board Resolution as per the format enclosed in the bid documents, for maintaining the required minimum equity for the specified lock in period.

- (7) The critical major equipment of FGD System, as listed below, shall be supplied only from such manufacturer(s) who has previously designed (either by himself or under collaboration / licensing agreement), manufactured / got manufactured the respective equipment(s) of the type, application and minimum equipment rating as stipulated below such that the respective equipment(s) should have been in successful operation in at least one (1) plant for a period of not less than two(2) years reckoned proven operation track record as on date of submission of Techno-Commercial bid. Further it is also a mandatory condition that these major / critical equipment / systems offered by the bidder shall be either manufactured by QFGDM or shall have the approval and consent from QFGDM as pre-requisite which shall be read in conjunction with clauses 1.2.0, 1.3.0 and 1.4.0 herein above:

Major critical equipment / systems

- i) Booster Fans
- ii) Slurry Recirculation Pumps
- iii) Oxidation Blowers
- iv) Wet limestone Grinding mills
- v) Slurry Pumps
- vi) Agitators
- vii) Vacuum Belt filters
- viii) Equipment Lining
- ix) Transformers
- x) Motors
- xi) HT/ LT switchgear

2.0.0 Financial Criteria

2.1.0 Financial Criteria of Bidder

- 2.1.1 The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of Techno-Commercial bid submission, should not be less than the value indicated in the following table:

Average annual turnover of the Bidder, in the preceding (3) financial years as on the date of Techno-Commercial bid submission	not less than INR 3000 Million (Indian Rupees Three Thousand Million only)
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In case a Bidder does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

- 2.1.2 Net worth of the bidder should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-Commercial bid submission. In case the Bidder does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding company wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of

their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid up share capitals.

2.1.3 In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification:

- (i) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
- (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.

In cases where audited results for the last financial year as on the date of Techno Commercial bid submission are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-Commercial bid submission and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available

2.2.0 Financial Criteria of Collaborator/Associate (Applicable for clause 1.2.0, 1.3.0 & 1.4.0)

2.2.1 The average annual turnover of the Collaborator/Associate, in the preceding three (3) financial years as on the date of Techno-Commercial bid submission, should not be less than **the value indicated in the following table.**

Average annual turnover of the Collaborator / Associate (INR Million)	300 (Indian Rupees Three Hundred Million only)
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In case a Collaborator/Associate does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Collaborator/Associate would be required to furnish along with bidder's Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support to the

Collaborator/Associate to honour the terms and conditions of the Deed of Joint Undertaking in case of award of the Contract to the Bidder with whom Collaborator/Associate is associated.

- 2.2.2 Net worth of the Collaborator/Associate should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-Commercial bid submission. In case the Collaborator/Associate does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding company wherever applicable. In such a case, however the Net worth of the Collaborator/Associate and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid up share capitals.
- 2.2.3 In case the Collaborator/Associate is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Collaborator/Associate can be considered acceptable provided the Collaborator/Associate further furnishes the following documents for substantiation of its qualification:
- (i) Copies of the unaudited unconsolidated financial statements of the Collaborator/Associate along with copies of the audited consolidated financial statements of its Holding Company.
 - (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.

In cases where audited results for the last financial year as on the date of Techno Commercial bid submission are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Collaborator/Associate is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno- Commercial bid submission and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 2.1.0 & 2.2.0

- (i) Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

- (ii) Other income shall not be considered for arriving at annual turnover.
- (iii) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India
- (iv) For annual Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-Commercial bid submission shall be used.
- (v) **Bidder/Collaborator shall be required to meet the average annual turnover criteria specified in clause 2.1.1 & 2.2.1 respectively.**

H. Notwithstanding anything stated above, the Employer reserves the right to assess the Collaborators/Associates/Subsidiaries/Group companies to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

I. Employer reserves the right to reject any or all bids or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no Bidder / intending Bidder shall have any claim arising out of such action.

J. A complete set of Bidding Documents may be collected at Project Address as mentioned, by any interested Bidder on payment (non-refundable) of the cost of the documents as mentioned above in the form of a crossed account Payee demand draft in favour of SEMBCORP ENERGY INDIA LIMITED PROJECT-2., Payable at Delhi. The Bidders can also transfer the amount to the following account. On producing the evidence of online transfer the soft copy of the bidding documents will be shared by mail or thru web link.

Account Number	37031438343
Branch Name	Cag li New Delhi
Branch Code	17313- Cag li New Delhi
Bank Address	AMT-6, CAG Branch Delhi, 5 th Floor, Redfort Capital, Parsavnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001.
IFSC Code	SBIN0017313
Account Holder Name	SEMBCORP ENERGY INDIA LIMITED - PROJECT 2

K. Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

L. Issuance of Bid Documents to any Bidder / intending Bidder shall not construe that such bidder is considered to be qualified. Bids shall be submitted by way of hard copy in sealed covers and opened at the Project address given below in the presence of Bidder's representatives who choose to attend the bid opening. Bidder shall furnish Bid Security, Integrity Pact, Deed of Joint Undertaking (as applicable) and Power of Attorney in separate covers along with Techno-Commercial bids (In a separate cover) as detailed in Bidding Documents by the stipulated bid submission closing date and time at the Project address given below.

M. **Project Address / Address for Communication:**

Head – P&C

Sembcorp Energy India Limited Project-2

Ananthavaram Village, Varakavipudi Panchayat,

TP Gudur Mandal, SPSR Nellore - 524 344, Andhra Pradesh, India

Ph: 0861-3052300, Email: fgd.seilp2@sembcorp.com

Website: www.sembcorpenergyindia.com

N. **Registered Office:**

6-3-1090, A-5, TSR Towers, Rajbhavan Road, Somajiguda,

Hyderabad – 5000 082, Telangana, India.