



SECTION: 1

INTERNATIONAL COMPETITIVE BIDDING (ICB) through e-Tender

NOTICE INVITING BID

1.0 NOTICE INVITING BID

NLC India Limited (NLCIL) (hereinafter referred to as “NLCIL/Owner/Purchaser”), invites online e-Tenders in English language to be submitted online for the scope of EPC Bid required for its 2x660 MW Thermal Power Station-II 2nd Expansion Project, Neyveli, Tamil Nadu against Tender No. CO CONTS/0026N/TPS-II 2nd Expn. Project/EPC/ICB/eConts2022, Dt.01.10.2022.

1.1 Introduction

The NLC INDIA LIMITED (formerly Neyveli Lignite Corporation Limited) (NLCIL) is a Navratna, Government of India Enterprise registered under the Indian Companies Act 1956, engaged in mining of lignite and power generation in Neyveli, Tamil Nadu State and Barsingsar, Rajasthan State in India. NLCIL views its business as an opportunity to set up the mechanisms for sustainable socio-economic development of its operating regions and also for contributing to the Nation Building Efforts.

A pioneer among the public sector undertakings in energy sector, NLCIL operates:

- Three highly mechanized opencast Lignite Mines (28.5 Million Tonnes per Annum) at Neyveli and one Lignite Mine (2.1 Million Tonnes per Annum) at Barsingsar, Rajasthan with a total capacity of 30.6 MTPA.
- Four Lignite based Thermal Power Stations (3,390 Mega Watt) in Neyveli and one Lignite based Thermal Power Plant in Barsingsar, Rajasthan (250 Mega Watt) with a total capacity of 3,640 MW.
- On green energy front it operates a Solar Power Plant of 141.06 MW (130MW+10 MW+1.06 MW) capacity at Neyveli.
- Solar Power Plant of 500 MW commissioned in 2018-19 and 709 MW commissioned in 2019-20 in various districts of Tamil Nadu.
- 20 MW capacity Solar Power Project was commissioned May 2020 at Andaman & Nicobar Islands.
- Wind Power Plant of 51 MW at Kazhuneerkulam, Tirunelveli, Tamil Nadu.
- A coal based Thermal Power Station of 1000 MW - NTPL at Tuticorin, Tamil Nadu as a joint venture between NLC India Limited and TANGEDCO (89:11).

On Going Projects:

- Expansion of Mine-I 10.50 MTPA (Area Expansion) & Expansion of Mine-IA (From 3.0 MTPA to 7.0 MTPA) at Neyveli (Project put on hold)
- Barsingsar Thermal Power Project Expansion (250 MW), Barsingsar, Rajasthan (Project put on hold)
- Bithnok Thermal Power Project (250 MW), Bithnok, Rajasthan (Project put on hold)
- Pachwara South Coal Block (11 MTPA), Jharkhand, allotted by GOI as a linked mine to NUPPL – A JV between NLCIL & UPRVUNL (51:49)
- Talabira II & III Coal Block (20 MTPA), Odisha, allotted to NLCIL as linked mine to proposed Odisha Thermal Power Project and operating Thermal Power Plant of NTPL at Tuticorin.
- NLC India Limited has also formed a Joint Venture (JV) company with Uttar Pradesh Rajya Vidut Utpadan Nigam Limited (UPRVUNL) in the name of Neyveli Uttar Pradesh Power Limited (NUPPL) to set up a coal based supercritical power plant with a capacity of 1980 MW (3 x 660 MW) in the state of Uttar Pradesh at Ghatampur Tehsil, Kanpur Nagar.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

- NLC India Limited also formed a Joint Venture Company with Coal India Ltd (CIL), in the name of 'Coal Lignite Urja Vikas Private Limited, (CLUVPL)', incorporated on 10.11.2020 to venture into various Solar and Thermal Power projects across India around 5000 MW.
For more details on the activities of NLCIL, please refer to www.nlcindia.in

1.2 Invitation

NLC India Limited (NLCIL) (hereinafter referred to as “**NLCIL / Owner/Purchaser**”), invites online Tenders in English language to be submitted in Two Parts (Part-I and Part-II) for the scope of EPC Bid required for its 2x660 MW Neyveli Thermal Power Station-II, 2nd Expansion (hereinafter referred to as TS-II 2nd Expn.) at Mudanai village, Neyveli, Cuddalore District, Tamil Nadu, India as per the details given below:

1.3 Bidding Details

Cost of Tender document (Non- Refundable)	INR 20,000/- (or) USD 250 (or) Euro 250
Bid Guarantee	INR 89 Crore (or) USD 1,07,83,000 (or) Euro 1,09,18,000
Date of Tender document available to bidders to download	From 01.10.2022 to 23.11.2022
Pre-Bid Meeting date and time	19.10.2022 at 11.00 Hrs. (IST) through Video Conference (VC)
Last Date & Time for submission of Physical Cover & Online bid	upto 14.30 hrs. (IST) on 23.11.2022
Date & Time of opening of Online Bid and Physical Cover	at 15.00 hrs. (IST) on 23.11.2022

2.0 Brief Scope of Work

The brief scope of works include Design, engineering, manufacture, supply, inspection, shop testing, packing, forwarding to site, transportation, unloading, storage, preservation and handling at site, all mechanical, C&I systems, electrical equipment and systems, steel structures, civil works, insurance, erection, painting, start-up, trial operation, testing, commissioning and performance guarantee testing, warranty for Two (2) nos. of 660 MW supercritical units comprising Steam Generator & auxiliaries,, Steam Turbine Generator & auxiliaries, Balance of Plant systems and FGD for 2x660 MW Neyveli Thermal Power Station-II 2nd Expansion at Neyveli, Tamil Nadu and handing over to the Purchaser an operating plant.

Maintenance Scope

- Main Plant and FGD :** The maintenance scope of Contractor covers all the maintenance works of respective unit, up to successful completion of trial operation or COD, whichever is earlier.
- BOP Package/Systems:** The maintenance scope of Contractor covers all the



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

maintenance works up to

- i) successful completion of trial operation of individual package / Systems
- and
- ii) COD or successful completion of trial operation of first unit, whichever is earlier.

In case of any delay or dispute by the Contractor, the purchaser may carry out the maintenance works on necessity and back charge the Contractor during the period, as covered in Sl.No.a, b above.

The Contractor shall also carry out repairs and replacement under warranty operations until the completion of warranty period, as mentioned in Cl : 10.34, Vol-IB. The Contractor may post sufficient staff for O & M guidance until the completion of warranty period.

In case the Contractor fails to carry out any repair or replacement during the warranty period the purchaser shall carry out such repairs or replacement at his discretion at the risk and cost of the Contractor. The spares required for such repair/replacement may be spared to the Contractor if available with the purchaser on returnable / chargeable basis. The same scope is to be considered regarding the maintenance specified elsewhere in the specification.

Detailed scope of all of the above is provided in the Lead Technical Specification -Volume-II-A of this specification.

3.0 QUALIFYING REQUIREMENTS (QR)

3.0.0 QUALIFYING REQUIREMENTS

The Bidder should meet the qualifying requirements of any one of the qualifying routes stipulated under clause 3.1.0 or 3.2.0 or 3.3.0 or 3.4.0 or 3.5.0 or 3.6.0 or 3.7.0. In addition, the Bidder should also meet the requirements stipulated under clauses 3.8.0, 3.9.0 and 3.10.0.

3.1.0 Route 1: Foreign Qualified Steam Generator and/or Foreign Qualified Steam Turbine Generator Manufacturer

- 3.1.1(A) The Bidder should have designed, engineered, manufactured/got manufactured, erected /supervised erection, commissioned/supervised commissioning of at least one (1) number of pulverized lignite fired supercritical Steam Generator having rated steaming capacity of 1500 tonnes per hour or above and such Steam Generator should have been commissioned during the last 30 years as on the original scheduled date of Tender opening. Further, such Steam Generator should be of the type specified, i.e. single pass (tower type) using either spiral/inclined water wall with smooth tubing or vertical rifled type water wall tubing in the furnace zone, and should have completed successful operation for a period of not less than one (1) year as on the original scheduled date of Tender opening. In addition, the above Steam Generator should have been designed with Beater wheel mills, provided with evaporator suitable for variable pressure operation (sub-critical and super-critical pressure ranges). The Bidder shall offer only the type of Steam Generator, type of water wall tubing in the furnace zone and type of lignite mill for which he is qualified.

AND/OR



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

3.1.1(B) The Bidder should have designed, engineered, manufactured / got manufactured, erected / supervised erection, commissioned / supervised commissioning of (i) at least one (1) number supercritical Steam Turbine of tandem compound, condensing, reheat type of 500 MW or higher capacity with main steam pressure, of 225 Kg/cm² (gauge) or higher and main steam temperature of 565°C or higher and reheat steam temperature of 565°C or higher and (ii) at least one (1) number of Generator of two pole, Thermal class F (155°C) winding insulation, hydrogen / water cooled stator and hydrogen / water cooled rotor of 500MW or above capacity. Such Steam Turbine and Generator should have been commissioned during the last 30 years and should have completed successful operation for a period of not less than one (1) year as on the original scheduled date of Tender opening.

3.1.2 The Bidder should have either a Subsidiary Company or a Joint Venture (JV) Company registered in India under the Companies Act of India for manufacturing of supercritical Steam Generator sets and/or supercritical Steam Turbine Generator sets for which it is qualified.

- (a) In case the Bidder has formed a Subsidiary Company then the Subsidiary Company of the Foreign Qualified Steam Generator and/or of the Foreign Qualified Steam Turbine Generator Manufacturer should have been registered in India under the Companies Act of India for manufacturing supercritical Steam Generator and/or supercritical Steam Turbine Generator sets covering the type, size and rating specified as on the original scheduled date of Tender opening. If the Subsidiary Company is registered as a public limited Company then it should have obtained certificate for Commencement of Business in India as on the original scheduled date of Tender opening.

The Subsidiary Company shall remain a subsidiary Company of the Foreign Qualified Steam Generator Manufacturer and/or of the Foreign Qualified Steam Turbine Generator Manufacturer for a minimum period of 7 years from the date of incorporation of such Subsidiary Company or up to the end of the Warranty period of the contract whichever is later.

- (b) In case the Bidder has formed a JV Company then, the Joint Venture (JV) Company should have been incorporated in India under the Companies Act of India, as on the original scheduled date of Tender opening and promoted by (i) an Indian Company registered in India under the Companies Act of India and (ii) a Foreign Qualified Steam Generator Manufacturer and/or Foreign Qualified Steam Turbine Generator Manufacturer, for the purpose of manufacturing supercritical Steam Generator and/or supercritical Steam Turbine Generator sets covering the type, size and rating specified. If the JV Company is incorporated as a public limited Company then it should have obtained certificate for Commencement of Business in India as on the original scheduled date of Tender opening.

The Foreign Qualified Steam Generator Manufacturer and/or Foreign Qualified Steam Turbine Generator Manufacturer shall maintain a minimum equity participation of 26% in



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

the JV Company for a lock-in period of 7 years from the date of incorporation of JV Company or up to the end of the Warranty period of the contract whichever is later.

One of the promoters shall be a majority stakeholder who shall maintain a minimum equity participation of 51% in the JV Company for a lock in period of 7 years from the date of incorporation of JV Company or up to the end of the Warranty period of the contract whichever is later.

- (c) In case the Bidder meets the requirements indicated at 3.1.1(A)/(B) and 3.1.2(a)/(b) for either Steam Generator sets or Steam Turbine Generator sets (and not for both) then the Bidder shall associate/ collaborate for the other equipment and shall source the equipment i.e. Steam Turbine Generator set or Steam Generator set, only from the Associate / Collaborator who meets the following:

(i) Foreign Qualified Steam Turbine Generator Manufacturer or Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.1.1(B) in conjunction with 3.1.4 (as applicable) or 3.1.1(A) above as the case may be along with requirements stipulated at 3.1.2 (a) / (b) and 3.10.0 for the respective equipment

Or

(ii) Indian subsidiary / JV Company of Foreign Qualified Steam Turbine Generator Manufacturer or of Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.3.1(a) in conjunction with 3.3.3 (if applicable) or 3.4.1(a) in conjunction with 3.4.3 (if applicable) as the case may be along with requirements stipulated at 3.10.0 for the respective equipment

Or

(iii) Indian Subsidiary Company / JV Company / Indian manufacturing company meeting the requirements of clause 3.6.1(A) in respect of supercritical Steam Generator and/or clause 3.6.1(B) in respect of supercritical Steam Turbine Generator (as the case may be) and 3.10.0 for the respective equipment.

- 3.1.3 The Bidder shall furnish Deed of Joint Undertaking(s) (DJUs) and Financial Back –up Bank Guarantee(s) as per the following table:

DJU	Executants	BG
For Steam Generator	The Bidder	-----
	Indian Subsidiary / JV Company for Steam Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Generator	0.15%
	FQSGM (applicable if other than bidder)	0.25%
For Steam Generator (if the Steam Generator is being	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at	0.25%



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

sourced from the associate meeting the requirement of clause 3.6.1 (A))	3.6.1 (A) & 3.10.0	
	FQSGM as an Associate (in case of 3.6.1 A (2) (i))	1.5%
	Technology Associate (in case of 3.6.1 A (2) (ii))	1.5%
For Steam Turbine Generator	The Bidder	-----
	FQSTGM (applicable if other than bidder)	0.12%
	Indian Subsidiary / JV Company for Steam Turbine Generator	0.08%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Turbine Generator	0.08%
	Qualified Generator Manufacturer (If applicable)	0.025%
For Steam Turbine Generator (if the Steam Turbine Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (B) or Note 13 of QR clause 3.0.0)	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B) or Note 13 of QR clause 3.0.0 & 3.10.0	0.12%
<p>➤ In the Deed of Joint Undertaking for Steam Generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Generator and auxiliaries as per the format enclosed in the bidding documents.</p> <p>➤ In the Deed of Joint Undertaking for Steam Turbine Generator and Auxiliaries all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Turbine Generator and Auxiliaries including Turbine cycle, regenerative feed heating and pumping system as per the format enclosed in the bidding documents.</p> <p>➤ Qualified Generator Manufacturer (where ever applicable) shall be liable to the Purchaser for successful performance of the Generator and its auxiliaries as per the format enclosed in the bidding documents</p> <p>➤ Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.</p> <p>➤ In case the Bidder gets qualified using notes and/or other clauses, then the DJU and BG requirement indicated in such notes / clauses shall also apply in addition to above.</p> <p>➤ The Deed of Joint Undertaking(s) shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.</p> <p>➤ Applicable financial back up bank guarantees are in addition to the Contract Performance Guarantee to be furnished by the Bidder.</p> <p>➤ Applicable financial back up bank guarantees shall be furnished in case of award.</p>		

3.1.4 A super critical Steam Turbine manufacturer who meets the requirements of clause 3.1.1(B) except for Generator would also qualify provided the Subsidiary Company / JV Company (as the case may be) associates and have a Technology Transfer agreement with a Generator Manufacturer who meets the requirements of clause 3.1.1(B) fully in respect of Generator, hereinafter referred to as Qualified Generator Manufacturer.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

The Qualified Generator Manufacturer shall maintain a minimum equity participation of 10 % in the Indian Subsidiary Company or the JV Company (as the case may be), for a lock-in period of 7 years from the date of incorporation of the Indian Subsidiary Company or JV Company (as the case may be) or up to the end of warranty period of the contract whichever is later.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for Steam Turbine Generator and auxiliaries) as per clause 3.1.3 above.

3.2.0 Route 2: Indian Steam Generator and Steam Turbine Generator Manufacturer

3.2.1 The Bidder should be an Indian Steam Generator and Steam Turbine Generator Manufacturing company who have manufactured/got manufactured, erected/ supervised erection, commissioned/ supervised commissioning (i) at least one (1) number pulverized lignite fired Steam Generator for a 500 MW Unit or higher capacity Unit and (ii) at least one (1) number of reheat type of Steam Turbine and Generator set of 500 MW or above capacity, which should have been commissioned during the last 30 years and should have completed successful operation for a period of not less than one (1) year as on the original scheduled date of Tender opening.

AND

The Bidder should have valid ongoing collaboration and technology transfer agreement including license to manufacture and supply supercritical Steam Turbine Generator sets covering the type, size and rating specified, in India with a Foreign Qualified Steam Turbine Generator manufacturer meeting requirements of clause 3.1.1(B), valid minimum up to the end of the Warranty period of the contract.

AND

The Bidder shall meet any of the following requirements under (A) or (B) or (C) or (D):

- (A) The Bidder should have valid ongoing collaboration and technology transfer agreement(s) including license to manufacture and supply lignite fired supercritical Steam Generator sets covering the type, size and rating specified, in India with a Foreign Qualified Steam Generator Manufacturer meeting requirements of clause 3.1.1(A) , valid minimum up to the end of the Warranty period of the contract. The Bidder shall offer only the type of Steam Generator, type of water wall tubing in the furnace zone and type of lignite mill for which its Collaborator is qualified.
- (B) The Bidder shall associate with a Foreign Qualified Steam Generator Manufacturer meeting requirements of clause 3.1.1(A) above.

The Bidder shall offer only the type of Steam Generator, type of water wall tubing in the furnace zone and type of lignite mill for which its Associate is qualified.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

- (C) The Bidder shall associate with an Indian Company (herein after called Technology Associate), which should have manufactured and supplied pressure parts for at least one Steam Generator of 500 MW or above capacity in India as on the original scheduled date of Tender opening.

Provided that, as on the original scheduled date of tender opening, the Technology Associate has a valid Collaboration / Technology Transfer Agreement(s) with a FQSGM meeting the requirements stated in 3.1.1 (A), including the transfer of knowhow and the license for offering the technical services / assistance to the Bidder for design, engineering, manufacturing, erection and commissioning of single pass (tower type), pulverized lignite fired Supercritical Steam Generators in India for unit size of 660 MW or above, valid up to the completion of warranty period of the contract.

The Bidder shall offer only the type of Steam Generator, type of water wall tubing in the furnace zone and type of lignite mill which is covered under the above Collaboration / Technology Transfer Agreement(s) and for which the FQSGM is qualified as per 3.1.1 (A).

- (D) The Bidder shall meet the requirement at clause 3.6.1 (A) (1) for supercritical coal fired steam generators. Further, as on the original scheduled date of tender opening, the Bidder should have valid collaboration / technology transfer agreement(s) with a Foreign Qualified Steam Generator Manufacturer meeting requirements of clause 3.1.1(A), including the transfer of knowhow and the license for design, engineering, manufacturing, erection and commissioning of single pass (tower type), pulverized lignite fired Supercritical Steam Generators in India for unit size of 660 MW or above, valid up to the completion of warranty period of the contract.

The Bidder shall furnish along with the bid, a Letter of Undertaking from the FQSGM assuring support to the Bidder related to the technology transfer agreement, valid up to the end of the Warranty period of the contract.

The Bidder shall offer only the type of Steam Generator, type of water wall tubing in the furnace zone and type of lignite mill which is covered under the above Collaboration / Technology Transfer Agreement(s) and for which the FQSGM is qualified as per 3.1.1 (A).

- 3.2.2 The Bidder shall furnish Deed of Joint Undertaking(s) (DJUs) and Financial Back up Bank Guarantee(s) as per the following table:

DJU	Executants	BG
For Steam Generator	The Bidder	-----
	FQSGM as Collaborator (in case of 3.2.1 (A))	0.75%
	FQSGM as an Associate (in case of 3.2.1 (B))	1.5%
	Technology Associate (in case of 3.2.1 (C))	1.5%
For Steam Turbine Generator	The Bidder	-----
	FQSTGM	0.35%
<p>➤ In the Deed of Joint Undertaking for Steam Generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Generator as per the format enclosed in the bidding documents.</p> <p>➤ In the Deed of Joint Undertaking for Steam Turbine Generator and Auxiliaries all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Turbine Generator as per the format enclosed in the bidding documents.</p> <p>➤ Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total</p>		



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

contract price.

- In case the Bidder gets qualified using notes and/or other clauses then the DJU and BG requirement indicated in such notes / clauses shall also apply in addition to above.
- The Deed of Joint Undertaking(s) shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.
- Applicable financial back up bank guarantees are in addition to the Contract Performance Guarantee to be furnished by the Bidder.
- Applicable financial back up bank guarantees shall be furnished in case of award.

3.2.3 In case the Bidder has a valid ongoing collaboration and technology transfer agreement with a super critical Steam Turbine manufacturer who meets the requirements of clause 3.1.1(B) except for Generator would also qualify provided the Bidder associates and has a Technology Transfer agreement with a Generator Manufacturer who meets the requirements of clause 3.1.1(B) fully in respect of Generator.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for Steam Turbine Generator and auxiliaries) along with the bid as per clause 3.2.2 above, in which the Qualified Generator Manufacturer shall be liable to the Purchaser for successful performance of the Generator and its auxiliaries as per the format enclosed in the bidding documents.

In case of award the super critical Steam Turbine manufacturer and the Qualified Generator Manufacturer shall be required to furnish financial back-up bank guarantees for an amount of 0.23% and 0.12% respectively of the total contract price of the EPC Package, in addition to the Contract Performance Guarantee to be furnished by the Bidder.

3.3.0 **Route 3: Indian Subsidiary Company of a Foreign Qualified Steam Generator Manufacturer and/or of a Foreign Qualified Steam Turbine Generator Manufacturer**

3.3.1(a) The Bidder shall be an Indian Subsidiary Company of a Foreign Qualified Steam Generator Manufacturer and/or of a Foreign Qualified Steam Turbine Generator Manufacturer meeting requirements of clause 3.1.1(A) and/or 3.1.1(B) (as the case may be), registered in India under the Companies Act of India, as on the original scheduled date of Tender opening, for manufacturing supercritical Steam Generator and/or supercritical Steam Turbine Generator sets covering the type, size and rating specified. If the Subsidiary Company is incorporated as a public limited Company then it should have obtained certificate for Commencement of Business in India as on the original scheduled date of Tender opening.

The Subsidiary Company shall remain a subsidiary Company of the Foreign Qualified Steam Generator Manufacturer and/or of the Foreign Qualified Steam Turbine Generator Manufacturer for a minimum period of 7 years from the date of incorporation of such Subsidiary Company or up to the end of the Warranty period of the contract whichever is later.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

(b) In case the Bidder meets the requirements indicated at 3.3.1(a) for either Steam Generator sets or Steam Turbine Generator sets (and not for both) then the Bidder shall associate/ collaborate for the other equipment and shall source the equipment i.e. Steam Turbine Generator set or Steam Generator set, only from the Associate / Collaborator who meets the following:

(i) Foreign Qualified Steam Turbine Generator Manufacturer or Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.1.1(B) in conjunction with 3.1.4 (as applicable) or 3.1.1(A) above as the case may be along with requirements stipulated at 3.1.2 (a) / (b) and 3.10.0 for the respective equipment

Or

(ii) Indian subsidiary / JV Company of Foreign Qualified Steam Turbine Generator Manufacturer or of Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.3.1(a) in conjunction with 3.3.3 (if applicable) or 3.4.1(a) in conjunction with 3.4.3 (if applicable) as the case may be along with requirements stipulated at 3.10.0 for the respective equipment

Or

(iii) Indian Subsidiary Company / JV Company / Indian manufacturing company meeting the requirements of clause 3.6.1(A) in respect of supercritical Steam Generator and/or clause 3.6.1(B) in respect of supercritical Steam Turbine Generator (as the case may be) and 3.10.0 for the respective equipment.

3.3.2 The Bidder shall furnish Deed of Joint Undertaking(s) (DJUs) and Financial Back up Bank Guarantee(s) as per the following table:

DJU	Executants	BG
For Steam Generator	The Bidder	-----
	FQSGM	0.25%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Generator	0.15%
	Indian Subsidiary Company / JV Company for Steam Generator (applicable if other than bidder)	0.15%
For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A))	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) & 3.10.0	0.25%
	FQSGM as an Associate (in case of 3.6.1 A (2) (i))	1.5%
	Technology Associate (in case of 3.6.1 A (2) (ii))	1.5%
For Steam Turbine Generator	The Bidder	-----
	FQSTGM	0.12%
	Indian Subsidiary / JV Company for Steam Turbine Generator (applicable if other than bidder)	0.08%



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Turbine Generator	0.08%
	Qualified Generator Manufacturer (If applicable)	0.025%
For Steam Turbine Generator (if the Steam Turbine Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (B) or Note 13 of QR clause 3.0.0)	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B) or Note 13 of QR clause 3.0.0 & 3.10.0	0.12%
<p>➤ In the Deed of Joint Undertaking for Steam Generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Generator and auxiliaries as per the format enclosed in the bidding documents.</p> <p>➤ In the Deed of Joint Undertaking for Steam Turbine Generator and Auxiliaries all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Turbine Generator and Auxiliaries including Turbine cycle, regenerative feed heating and pumping system as per the format enclosed in the bidding documents.</p> <p>➤ Qualified Generator Manufacturer (where ever applicable) shall be liable to the Purchaser for successful performance of the Generator and its auxiliaries as per the format enclosed in the bidding documents</p> <p>➤ Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.</p> <p>➤ In case the Bidder gets qualified using notes and/or other clauses then the DJU and BG requirement indicated in such notes / clauses shall also apply in addition to above.</p> <p>➤ The Deed of Joint Undertaking(s) shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.</p> <p>➤ Applicable financial back up bank guarantees are in addition to the Contract Performance Guarantee to be furnished by the Bidder.</p> <p>➤ Applicable financial back up bank guarantees shall be furnished in case of award.</p>		

3.3.3 In case the Bidder is an Indian Subsidiary Company of a super critical Steam Turbine manufacturer as its promoter meeting the requirements of clause 3.1.1(B) except for Generator or if the Bidder's associate is supercritical Steam Turbine manufacturer meeting the requirements of clause 3.1.1(B) except for Generator would also qualify provided the Subsidiary Company / JV Company of the supercritical Steam Turbine Generator manufacturer associates and has a Technology Transfer agreement with a Generator Manufacturer who meets the requirements of clause 3.1.1(B) fully in respect of Generator.

The Qualified Generator Manufacturer shall maintain a minimum equity participation of 10 % in the Indian Subsidiary Company / JV Company for a lock-in period of 7 years from the date of incorporation of the Indian Subsidiary Company /JV Company or up to the end of Warranty period of the contract, whichever is later.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for Steam Turbine Generator and auxiliaries) as per clause 3.3.2 above.

3.4.0 Route 4: Indian Joint Venture (JV) Company for manufacturing of Super Critical Steam Generator and/or Super Critical Steam Turbine Generator in India between an Indian Company and a Foreign Qualified Steam Generator and/or a Foreign Qualified Steam Turbine Generator Manufacturer

3.4.1(a) The Bidder shall be a Joint Venture (JV) Company incorporated in India under the Companies Act of India, as on the original scheduled date of Tender opening, promoted by (i) an Indian Company registered in India under the Companies Act of India and (ii) a Foreign Qualified Steam Generator Manufacturer and/or a Foreign Qualified Steam Turbine Generator Manufacturer meeting requirements of clause 3.1.1(A) and/or 3.1.1(B) (as the case may be), created for the purpose of manufacturing in India supercritical Steam Generator and/or supercritical Steam Turbine Generator sets covering the type, size and rating specified. If the JV Company is incorporated as a public limited Company then it should have obtained certificate of Commencement of Business in India as on the original scheduled date of Tender opening.

The Foreign Qualified Steam Generator Manufacturer and/or Foreign Qualified Steam Turbine Generator Manufacturer shall maintain a minimum equity participation of 26% in the JV Company for a lock-in period of 7 years from the date of incorporation of JV Company or up to the end of the Warranty period of the contract whichever is later.

One of the promoters shall be a majority stakeholder who shall maintain a minimum equity participation of 51% in the JV Company for a lock in period of 7 years from the date of incorporation of JV Company or up to the end of the Warranty period of the contract whichever is later.

In the event that the majority stake holder in the JV Company is an entity other than the Foreign Qualified Steam Generator Manufacturer and/or Foreign Qualified Steam Turbine Generator Manufacturer, it should be an Indian Company 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, petro-chemical, fertilizer and / or any other process industry with the total value of such projects being INR 2500 Crore or more. At least one of such projects should have a contract value of INR 1000 Crore or more. These projects should have completed successful operation for a period of not less than one year as on the original scheduled date of Tender opening.

- (b) In case the Bidder meets the requirements indicated at 3.4.1(a) for either Steam Generator sets or Steam Turbine Generator sets (and not for both) then the Bidder shall associate/ collaborate for the other equipment and shall source the equipment i.e. Steam Turbine Generator set or Steam Generator set, only from the Associate / Collaborator who meets the following:



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

(i) Foreign Qualified Steam Turbine Generator Manufacturer or Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.1.1(B) in conjunction with 3.1.4 (as applicable) or 3.1.1(A) above as the case may be along with requirements stipulated at 3.1.2 (a) / (b) and 3.10.0 for the respective equipment

Or

(ii) Indian subsidiary / JV Company of Foreign Qualified Steam Turbine Generator Manufacturer or of Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.3.1(a) in conjunction with 3.3.3 (if applicable) or 3.4.1(a) in conjunction with 3.4.3 (if applicable) as the case may be along with requirements stipulated at 3.10.0 for the respective equipment

Or

(iii) Indian Subsidiary Company / JV Company / Indian manufacturing company meeting the requirements of clause 3.6.1(A) in respect of supercritical Steam Generator and/or clause 3.6.1(B) in respect of supercritical Steam Turbine Generator (as the case may be) and 3.10.0 for the respective equipment.

3.4.2 The Bidder shall furnish Deed of Joint Undertaking(s) (DJUs) and Financial Back up Bank Guarantee(s) as per the following table:

DJU	Executants	BG
Steam Generator	The Bidder	----
	FQSGM	0.25%
	Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator	0.15%
	Indian Subsidiary/ JV Company for Steam Generator (applicable if other than bidder)	0.15%
For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A))	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) & 3.10.0	0.25%
	FQSGM as an Associate (in case of 3.6.1 A (2) (i))	1.5%
	Technology Associate (in case of 3.6.1 A (2) (ii))	1.5%
For Steam Turbine Generator	The Bidder	-----
	FQSTGM	0.12%
	Indian Subsidiary / JV Company for Steam Turbine Generator (applicable if other than bidder)	0.08%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Turbine Generator	0.08%



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

	Qualified Generator Manufacturer (If applicable)	0.025%
For Steam Turbine Generator (if the Steam Turbine Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (B) or Note 13 of QR clause 3.0.0)	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B) or Note 13 of QR clause 3.0.0 & 3.10.0	0.12%
<p>➤ In the Deed of Joint Undertaking for Steam Generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Generator and auxiliaries as per the format enclosed in the bidding documents.</p> <p>➤ In the Deed of Joint Undertaking for Steam Turbine Generator and Auxiliaries all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Turbine Generator and Auxiliaries including Turbine cycle, regenerative feed heating and pumping system as per the format enclosed in the bidding documents.</p> <p>➤ Qualified Generator Manufacturer (where ever applicable) shall be liable to the Purchaser for successful performance of the Generator and its auxiliaries as per the format enclosed in the bidding documents</p> <p>➤ Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.</p> <p>➤ In case the Bidder gets qualified using notes and/or other clauses then the DJU and BG requirement indicated in such notes / clauses shall also apply in addition to above.</p> <p>➤ The Deed of Joint Undertaking(s) shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.</p> <p>➤ Applicable financial back up bank guarantees are in addition to the Contract Performance Guarantee to be furnished by the Bidder.</p> <p>➤ Applicable financial back up bank guarantees shall be furnished in case of award.</p>		

3.4.3 In case the Bidder is an Indian Joint Venture Company with a super critical Steam Turbine manufacturer as one of the promoters meeting the requirements of clause 3.1.1(B) except for Generator or if the Bidder's associate is supercritical Steam Turbine manufacturer meeting the requirements of clause 3.1.1(B) except for Generator would also qualify provided the JV Company/ Subsidiary Company of the super critical Steam Turbine Generator manufacturer associates and have a Technology Transfer agreement with a Generator Manufacturer who meets the requirements of clause 3.1.1(B) fully in respect of Generator.

The Qualified Generator Manufacturer shall maintain a minimum equity participation of 10 % in the Indian JV Company / Subsidiary Company, for a lock-in period of 7 years from the date of incorporation of the Indian JV Company / Subsidiary Company or up to the end of warranty period of the contract whichever is later.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for Steam Turbine Generator and auxiliaries) as per clause 3.4.2 above.



3.5.0 Route 5: Indian Company who holds at least 51% equity in a Joint Venture Company for manufacturing Super Critical Steam Generator and/or supercritical Steam Turbine Generator sets in India between an Indian Company and a Foreign Qualified Steam Generator and/or a Foreign Qualified Steam Turbine Generator Manufacturer

3.5.1(a) The Bidder shall be Indian Company who holds majority stake in a Joint Venture Company incorporated in India under the Companies Act of India as on the original scheduled date of Tender opening, promoted by (i) a Company registered in India under the Companies Act of India and (ii) a Foreign Qualified Steam Generator and/or a Foreign Qualified Steam Turbine Generator Manufacturer meeting requirements of clause 3.1.1(A) and/or 3.1.1(B) (as the case may be), created for the purpose of manufacturing supercritical Steam Generator and/or supercritical Steam Turbine Generator sets in India, covering the type, size and rating specified. If the JV Company is incorporated as a public limited Company then it should have obtained certificate for Commencement of Business in India as on the original scheduled date of Tender opening. The Foreign Qualified Steam Generator and/or Foreign Qualified Steam Turbine Generator Manufacturer shall maintain a minimum equity participation of 26% in the JV Company for a lock-in period of 7 years from the date of incorporation of JV Company or up to the end of the warranty period of the contract whichever is later.

The Bidder shall maintain a minimum equity participation of 51% in the JV Company for a lock in period of 7 years from the date of incorporation of JV Company or up to the end of the warranty period of the contract whichever is later.

The Bidder 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, petro-chemical, fertilizer and / or any other process industry, with the total value of such projects being INR 2500 Crore or more. At least one of such projects should have a contract value of INR 1000 Crore or more. These projects should have completed successful operation for a period of not less than one year as on the original scheduled date of Tender opening.

(b) In case the Bidder meets the requirements indicated at 3.5.1(a) for either Steam Generator sets or Steam Turbine Generator sets (and not for both) then the Bidder shall associate/ collaborate for the other equipment and shall source the equipment i.e. Steam Turbine Generator set or Steam Generator set, only from the Associate / Collaborator who meets the following:

(i) Foreign Qualified Steam Turbine Generator Manufacturer or Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.1.1(B) in conjunction with 3.1.4 (as applicable) or 3.1.1(A) above as the case may be along with requirements stipulated at 3.1.2 (a) / (b) and 3.10.0 for the respective equipment

Or

(ii) Indian subsidiary / JV Company of Foreign Qualified Steam Turbine Generator Manufacturer or of Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

requirements stipulated at 3.3.1(a) in conjunction with 3.3.3 (if applicable) or 3.4.1(a) in conjunction with 3.4.3 (if applicable) as the case may be along with requirements stipulated at 3.10.0 for the respective equipment

Or

(iii) Indian Subsidiary Company / JV Company / Indian manufacturing company meeting the requirements of clause 3.6.1(A) in respect of supercritical Steam Generator and/or clause 3.6.1(B) in respect of supercritical Steam Turbine Generator (as the case may be) and 3.10.0 for the respective equipment.

3.5.2 The Bidder shall furnish Deed of Joint Undertaking(s) (DJUs) and Financial Back up Bank Guarantee(s) as per the following table:

DJU	Executants	BG
For Steam Generator	The Bidder	----
	FQSGM	0.25%
	Indian Subsidiary / JV Company For Steam Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator (applicable if other than bidder)	0.15%
For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A))	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) & 3.10.0	0.25%
	FQSGM as an Associate (in case of 3.6.1 A (2) (i))	1.5%
	Technology Associate (in case of 3.6.1 A (2) (ii))	1.5%
For Steam Turbine Generator	The Bidder	-----
	FQSTGM	0.12%
	Indian Subsidiary / JV Company for Steam Turbine Generator	0.08%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Turbine Generator (applicable if other than bidder)	0.08%
	Qualified Generator Manufacturer (If applicable)	0.025%
For Steam Turbine Generator (if the Steam Turbine Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (B) or Note 13 of	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B) or Note 13 of QR clause 3.0.0 & 3.10.0	0.12%



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

QR clause 3.0.0)		
<ul style="list-style-type: none"> ➤ In the Deed of Joint Undertaking for Steam Generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Generator and auxiliaries as per the format enclosed in the bidding documents. ➤ In the Deed of Joint Undertaking for Steam Turbine Generator and Auxiliaries all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of contract for the scope related to Steam Turbine Generator and Auxiliaries including Turbine cycle, regenerative feed heating and pumping system as per the format enclosed in the bidding documents. ➤ Qualified Generator Manufacturer (where ever applicable) shall be liable to the Purchaser for successful performance of the Generator and its auxiliaries as per the format enclosed in the bidding documents. ➤ Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price. ➤ In case the Bidder gets qualified using notes and/or other clauses then the DJU and BG requirement indicated in such notes / clauses shall also apply in addition to above. ➤ The Deed of Joint Undertaking(s) shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected. ➤ Applicable financial back up bank guarantees are in addition to the Contract Performance Guarantee to be furnished by the Bidder. ➤ Applicable financial back up bank guarantees shall be furnished in case of award. 		

3.5.3 In case the Indian Joint Venture Company of the Bidder has a super critical Steam Turbine manufacturer as one of its promoters, who meets the requirements of clause 3.1.1(B) except for Generator or if the Bidder's associate is supercritical Steam Turbine manufacturer meeting the requirements of clause 3.1.1(B) except for Generator would also qualify provided the JV Company/ Subsidiary Company of the supercritical Steam Turbine Generator manufacturer associates and have a Technology Transfer agreement with a Generator Manufacturer who meets the requirements of clause 3.1.1(B) fully in respect of Generator.

The Qualified Generator Manufacturer shall maintain a minimum equity participation of 10 % in the Indian JV Company/ Subsidiary Company, for a lock-in period of 7 years from the date of incorporation of the Indian JV Company/ Subsidiary Company or up to the end of warranty period of the contract whichever is later.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for Steam Turbine Generator and auxiliaries) as per clause 3.5.2 above.



3.6.0 Route 6: Indian Qualified Coal fired Steam Generator Manufacturer and/or Indian Qualified Steam Turbine Generator Manufacturer

3.6.1 (A) Steam Generator:

(1) The Bidder should have designed, engineered, manufactured/got manufactured, erected/supervised erection, commissioned/supervised commissioning of at least one (1) number of pulverized coal fired supercritical Steam Generator having rated steaming capacity of 1500 tonnes per hour or above and such Steam Generator should have been commissioned during the last 30 years as on the original scheduled date of Tender opening. Further, such Steam Generator should be of single pass (tower type) or two pass type using either spiral/inclined water wall with smooth tubing or vertical rifled type water wall tubing in the furnace zone, and should have completed successful operation for a period of not less than one (1) year as on the original scheduled date of Tender opening. In addition, the above Steam Generator should have been provided with evaporator suitable for variable pressure operation (sub-critical and super-critical pressure ranges).

As on the original scheduled date of Tender opening, eight (8) Nos. supercritical coal fired Steam Generators manufactured/supplied in India by the Indian Subsidiary/JV Company / Indian manufacturing company should be in commercial operation (achieved COD): out of which four (4) such supercritical coal fired Steam Generators should be in commercial operation for at least one year. Further, Performance Guarantee (PG) Test should have been successfully completed in any two (2) super critical coal fired Steam Generators out of the above eight (8) supercritical coal fired Steam Generators .

AND

(2) The Bidder shall meet any of the following requirements under (i) or (ii) :

- i) The Bidder shall associate with a Foreign Qualified Steam Generator Manufacturer meeting requirements of clause 3.1.1(A).
The Bidder shall offer only the type of Steam Generator, type of water wall tubing in the furnace zone and type of lignite mill for which its Associate is qualified
- ii) The Bidder shall associate with an Indian Company (herein after called Technology Associate), which should have manufactured and supplied pressure parts for at least one Steam Generator of 500 MW or above capacity in India as on the original scheduled date of Tender opening.

Provided that, as on the original scheduled date of tender opening, the Technology Associate has a valid Collaboration / Technology Transfer Agreement(s) with a FQSGM meeting the requirements stated in 3.1.1 (A), including the transfer of knowhow and the license for offering the technical services / assistance to the Bidder



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

for design, engineering, manufacturing, erection and commissioning of single pass (tower type), pulverized lignite fired Supercritical Steam Generators in India for unit size of 660 MW or above, valid up to the completion of warranty period of the contract.

The Bidder shall offer only the type of Steam Generator, type of water wall tubing in the furnace zone and type of lignite mill which is covered under the above Collaboration / Technology Transfer Agreement(s) and for which the FQSGM is qualified as per 3.1.1(A).

AND/OR

3.6.1(B) Steam Turbine Generator:

The Bidder should have designed, engineered, manufactured / got manufactured, erected / supervised erection, commissioned / supervised commissioning of (i) at least one (1) number supercritical Steam Turbine of tandem compound, condensing, reheat type of 500 MW or higher capacity with main steam pressure, of 225 kg/cm² (gauge) or higher and main steam temperature of 565°C or higher and reheat steam temperature of 565°C or higher and (ii) at least one (1) number of Generator of two pole, Thermal class F (155°C) winding insulation, hydrogen / water cooled stator and hydrogen / water cooled rotor of 500MW or above capacity. Such Steam Turbine and Generator should have been commissioned during the last 30 years and should have completed successful operation for a period of not less than one (1) year as on the original scheduled date of Tender opening.

As on the original scheduled date of Tender opening, eight (8) Nos. supercritical Steam Turbine Generators manufactured/supplied in India by the Indian Subsidiary/JV Company / Indian manufacturing company should be in commercial operation (achieved COD): out of which four (4) such supercritical Steam Turbine Generators should be in commercial operation for at least one year. Further, Performance Guarantee (PG) Test should have been successfully completed in any two (2) supercritical Steam Turbine Generators out of the above eight (8) supercritical Steam Turbine Generators.

- 3.6.1 (C) In the event any problem is encountered in Steam Turbine Generator sets & Auxiliaries during execution of the 'Contract' in respect of Design, Engineering, Manufacturing, Erection, Testing & Commissioning etc., the bidder shall resolve the same promptly by themselves. In case the bidder is not able to resolve the same themselves, the bidder shall, at their cost, first engage their collaborator / Associate with whose technology, support and strength they have developed their capability. If the problem does not still get resolved within reasonable period of time, NLC India Limited, under intimation to the bidder, will have the liberty to approach directly the Collaborator / Associate of the bidder or any other Steam Turbine & Generator Manufacturer / Designer/ Institute of repute to resolve the problem. In such a case the actual expenditure incurred by NLC India Limited for the satisfactory resolution of the problem shall be borne by the bidder subject to the provisions of limitations of liability as stipulated in the Letter of undertaking/DJU for Steam Turbine Generator. Accordingly, bidder shall be required to submit a Letter of undertaking, for Steam Turbine



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

Generator, along with the bid valid up to the end of warranty period of the contract, as per the formats enclosed in the bidding documents.

- 3.6.2(a) In case the Bidder meets the requirements indicated at 3.6.1(A)/(B) above for either Steam Generator sets or Steam Turbine Generator sets (and not for both) then the Bidder shall associate/ collaborate for the other equipment and shall source the equipment i.e. Steam Turbine Generator set or Steam Generator set, only from the Associate / Collaborator who meets the following:

(i) Foreign Qualified Steam Turbine Generator Manufacturer or Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.1.1(B) in conjunction with 3.1.4 (as applicable) or 3.1.1(A) above as the case may be along with requirements stipulated at 3.1.2 (a) / (b) and 3.10.0 for the respective equipment

Or

(ii) Indian Steam Generator and Steam Turbine Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.2.1 in conjunction with 3.2.3 (as applicable) above along with requirements stipulated at 3.10.0 for the respective equipment

Or

(iii) Indian subsidiary / JV Company of Foreign Qualified Steam Turbine Generator Manufacturer or of Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.3.1(a) in conjunction with 3.3.3 (if applicable) or 3.4.1(a) in conjunction with 3.4.3 (if applicable) as the case may be along with requirements stipulated at 3.10.0 for the respective equipment

Or

(iv) Indian Subsidiary Company / JV Company / Indian manufacturing company meeting the requirements of clause 3.6.1(A) in respect of supercritical Steam Generator and/or clause 3.6.1(B) in respect of supercritical Steam Turbine Generator (as the case may be) and 3.10.0 for the respective equipment.

The bidder shall offer only the type of the Steam Generator, type of water wall tubing in the furnace zone and type of lignite mill for which bidder / associate / collaborator is qualified.

- (b) The Bidder seeking qualification under (a) above and / or under 3.6.1 (A) shall furnish Deed of Joint Undertaking (DJU) and Financial Back up Bank Guarantee for the respective equipment (as applicable) as per the following table:

DJU	Executants	BG
For Steam Generator (applicable for 3.6.1 (A))	The Bidder	-----
	FQSGM as an Associate (in case of 3.6.1 (A) (2) (i))	1.5%
	Technology Associate (in case of 3.6.1 (A) (2)(ii))	1.5%
For Steam Generator (applicable if the Steam Generator is being sourced from the associate as per clause 3.6.2 (a) (i) or 3.6.2 (a))	The Bidder	----
	FQSGM	0.25%
	Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator	0.15%



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

(iii)	Indian Subsidiary/ JV Company for Steam Generator	0.15%
For Steam Generator (applicable if the Steam Generator is being sourced from the associate as per clause 3.6.2 (a) (ii))	The Bidder	----
	FQSGM (as a Collaborator under 3.2.1 (A))	0.75%
	FQSGM (as an Associate under 3.2.1 (B))	1.5%
	Technology Associate (as an Associate under 3.2.1(C))	1.5%
	Indian Steam Generator and Steam Turbine Generator Manufacturer, meeting the requirements stipulated at 3.2.1 (D) (Applicable if other than bidder)	1.5%
For Steam Generator (applicable if the Steam Generator is being sourced from the associate as per clause 3.6.2 (a) (iv))	Indian Steam Generator and Steam Turbine Generator Manufacturer, meeting the requirements stipulated at 3.2.1 (Applicable if other than bidder and other than 3.2.1 (D))	0.15%
	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) & 3.10.0	0. 25%
	FQSGM as an Associate (in case of 3.6.1 (A) (2) (i))	1.5%
For Steam Turbine Generator (applicable if the Steam Turbine Generator is being sourced from the associate as per clause 3.6.2 (a) (i) or 3.6.2 (a) (iii))	Technology associate (in case of 3.6.1 (A) (2) (ii))	1.5%
	The Bidder	-----
	FQSTGM	0.12%
	Indian Subsidiary / JV Company for Steam Turbine Generator	0.08%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Turbine Generator	0.08%
For Steam Turbine Generator (applicable if the Steam Turbine Generator is being sourced from the associate as per clause 3.6.2 (a) (ii))	Qualified Generator Manufacturer (If applicable)	0.025%
	The Bidder	-----
	FQSTGM	0.35%
	Indian Steam Generator and Steam Turbine Generator Manufacturer, meeting the requirements stipulated at 3.2.1 in conjunction with 3.2.3 (as applicable) (Applicable if other than bidder)	0.08%
For Steam Turbine Generator (applicable if the Steam Turbine Generator is being sourced from the associate as per clause 3.6.2 (a) (iv) or Note 13 of QR clause 3.0.0)	Qualified Generator Manufacturer (If applicable)	0.12%
	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B) or Note 13 of QR clause 3.0.0 & 3.10.0	0.12%
➤ In the Deed of Joint Undertaking for Steam Generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Generator and auxiliaries as per the format		



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

enclosed in the bidding documents.

- In the Deed of Joint Undertaking for Steam Turbine Generator and Auxiliaries all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Turbine Generator and Auxiliaries including Turbine cycle, regenerative feed heating and pumping system as per the format enclosed in the bidding documents.
- If the Steam Generators/Steam Turbine Generators are being sourced from the associate as per clause 3.6.2 (a) (ii), then in the Deed of Joint Undertaking the liability of the Qualified Steam Generator manufacturer / Qualified Steam Turbine Generator manufacturer shall be as defined at clause 3.2.2 for the respective equipment as per the format enclosed in the bidding documents.
- Qualified Generator Manufacturer (where ever applicable) shall be liable to the Purchaser for successful performance of the Generator and its auxiliaries as per the format enclosed in the bidding documents
- Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.
- In case the Bidder gets qualified using notes and/or other clauses then the DJU and BG requirement indicated in such notes / clauses shall also apply in addition to above.
- The Deed of Joint Undertaking(s) shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.
- Applicable financial back up bank guarantees are in addition to the Contract Performance Guarantee to be furnished by the Bidder.
- Applicable financial back up bank guarantees shall be furnished in case of award.

3.6.3 In case the Bidder's associate is supercritical Steam Turbine manufacturer meeting the requirements of clause 3.1.1(B) except for Generator would also qualify provided the JV Company/ Subsidiary Company of the super critical Steam Turbine Generator manufacturer associates and have a Technology Transfer agreement with a Generator Manufacturer who meets the requirements of clause 3.1.1(B) fully in respect of Generator.

The Qualified Generator Manufacturer shall maintain a minimum equity participation of 10 % in the Indian JV Company / Subsidiary Company, for a lock-in period of 7 years from the date of incorporation of the Indian JV Company / Subsidiary Company or up to the end of warranty period of the contract whichever is later.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for Steam Turbine Generator and auxiliaries) as per clause 3.6.2 (b) above.

3.7.0 Route 7: Indian Company having experience of Supercritical units of 500MW or above on EPC Basis

3.7.1 The Bidder should have executed on single package EPC (Engineering, Procurement and Construction) basis, at least two (2) nos. pulverized Coal /Lignite fired Supercritical based Thermal Power Plants at separate projects, with minimum unit capacity of 500 MW and the scope of works in such plants should have included at least Steam Generator, Steam Turbine Generator sets along with their associated auxiliary equipments and the BOP (Balance of Plant) comprising Coal / Lignite Handling plant, Ash handling plant, Cooling Towers, Chimney,



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

Water Treatment Plant including associated civil works for the above equipments & systems and two units (one from each reference plant) should have been commissioned during the last 30 years and should have completed successful operation for a period of not less than one (1) year as on the original scheduled date of Tender opening.

3.7.2 The Bidder shall associate/ collaborate for the (i) Steam Generator and (ii) Steam Turbine Generator sets and shall source these equipments only from the Associate / Collaborator who meets the following:

(i) Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.1.1(A) along with requirements stipulated at 3.1.2 (a) / (b) and 3.10.0 for the Steam Generator

Or

Indian subsidiary / JV Company of Foreign Qualified Steam Generator Manufacturer, who shall in turn meet the requirements, stipulated at 3.3.1(a) or 3.4.1(a) as the case may be along with requirements stipulated at 3.10.0 for the Steam Generator

Or

Indian Subsidiary Company / JV Company /Indian manufacturing company meeting the requirements of clause 3.6.1 (A) in respect of supercritical Steam Generator and 3.10.0 for the respective equipment.

(ii) Foreign Qualified Steam Turbine Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.1.1(B) in conjunction with 3.1.4 (as applicable) above along with requirements stipulated at 3.1.2 (a) / (b) and 3.10.0 for the Steam Turbine Generator Sets.

Or

Indian subsidiary / JV Company of Foreign Qualified Steam Turbine Generator Manufacturer, who shall in turn meet the requirements stipulated at 3.3.1(a) in conjunction with 3.3.3 (if applicable) or 3.4.1 (a) in conjunction with 3.4.3 (if applicable) along with requirements stipulated at 3.10.0 for the Steam Turbine Generator Sets.

Or

Indian Subsidiary Company / JV Company /Indian manufacturing company meeting the requirements of clause 3.6.1(B) in respect of supercritical Steam Turbine Generator and 3.10.0 for the respective equipment.

3.7.3 The Bidder shall furnish Deed of Joint Undertaking(s) (DJUs) and Financial Back up Bank Guarantee(s) as per the following table:

DJU	Executants	BG
For Steam Generator	The Bidder	-----
	FQSGM	0.25%
	Indian Subsidiary / JV Company for Steam Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Generator	0.15%



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A))	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) & 3.10.0	0.25%
	FQSGM as an Associate (in case of 3.6.1 (A) (2) (i))	1.5%
	Technology Associate (in case of 3.6.1 (A) (2) (ii))	1.5%
For Steam Turbine Generator	The Bidder	-----
	FQSTGM	0.12%
	Indian Subsidiary / JV Company for Steam Turbine Generator	0.08%
	Other promoter having 25% or higher equity participation in associate's Indian Subsidiary Company / JV Company for Steam Turbine Generator	0.08%
	Qualified Generator Manufacturer (If applicable)	0.025%
For Steam Turbine Generator (if the Steam Turbine Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (B) or Note 13 of QR clause 3.0.0)	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B) or Note 13 of QR clause 3.0.0 & 3.10.0	0.12%
<p>➤ In the Deed of Joint Undertaking for Steam Generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Generator and auxiliaries as per the format enclosed in the bidding documents.</p> <p>➤ In the Deed of Joint Undertaking for Steam Turbine Generator and Auxiliaries all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Turbine Generator and Auxiliaries including Turbine cycle, regenerative feed heating and pumping system as per the format enclosed in the bidding documents.</p> <p>➤ Qualified Generator Manufacturer (where ever applicable) shall be liable to the Purchaser for successful performance of the Generator and its auxiliaries as per the format enclosed in the bidding documents.</p> <p>➤ Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.</p> <p>➤ In case the Bidder gets qualified using notes and/or other clauses then the DJU and BG requirement indicated in such notes / clauses shall also apply in addition to above.</p> <p>➤ The Deed of Joint Undertaking(s) shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.</p> <p>➤ Applicable financial back up bank guarantees are in addition to the Contract Performance Guarantee to be furnished by the Bidder.</p> <p>➤ Applicable financial back up bank guarantees shall be furnished in case of award.</p>		



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

3.7.4 In case the Bidder's associate is supercritical Steam Turbine manufacturer meeting the requirements of clause 3.1.1(B) except for Generator would also qualify provided the Subsidiary Company / JV Company of the supercritical Steam Turbine Generator manufacturer associates and has a Technology Transfer agreement with a Generator Manufacturer who meets the requirements of clause 3.1.1(B) fully in respect of Generator.

The Qualified Generator Manufacturer shall maintain a minimum equity participation of 10 % in the Indian Subsidiary Company / JV Company for a lock-in period of 7 years from the date of incorporation of the Indian Subsidiary Company /JV Company or up to the end of warranty period of the contract, whichever is later.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for Steam Turbine Generator and auxiliaries) as per clause 3.7.3 above.

3.8.0 Balance of Plant Experience

3.8.1 Apart from meeting the Qualifying requirements, as stipulated under Routes 1 to 6, as applicable, the Bidder participating in the tender under route 1 to 6, should have executed on EPC (Engineering, Procurement and Construction) basis, a Contract for the BOP package comprising at least Coal / Lignite Handling Plant, Ash Handling Plant, Cooling Towers, Chimney, Water Treatment Plant including associated civil works for the above equipments and systems in their scope of work , either as a standalone EPC package or as a part of EPC package covering (SG and/or STG) and BOP , for a Coal / Lignite fired power plant with unit size of 500 MW or higher capacity and such unit should have been commissioned during the last 30 years and should have completed successful operation for a period of not less than one (1) year as on the original scheduled date of Tender opening.

3.8.2 In case, the Bidder under route 1 to 6, does not meet the above criteria and the bidder under route 3.7.1 does not meet the criteria for BOP portion of work, then such a Bidder shall associate with an Indian Company who has executed the works for BOP, stipulated above at 3.8.1 as a standalone EPC package.

Such Bidder shall furnish undertaking jointly executed by it and such BOP Firm in which all the executants of DJU shall be jointly and severally liable to the Purchaser to perform successfully the BOP portion of the Contract included in its scope as per format enclosed in the bidding documents. The Deed of Joint Undertaking shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected. In case of award, such Firm will be required to furnish a financial back up bank guarantee for **0.18 %** of total contract price of the EPC package, in addition to the Contract Performance Guarantee to be furnished by the Bidder.

Note:

The successful bidder under Route 1 to Route 7 shall execute the Balance of Plant package(s) mentioned in the tender on his own provided he meets the qualifying requirement(s) of those subject package(s) or through an associate as stipulated in 3.8.2 or through sub contractor(s),



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

meeting the Qualifying Requirement(s) of the subject package(s), engaged by the bidder / associate.

The list of BOP packages and the qualifying requirements to be met for each package are furnished in the tender specification. For those packages for which QR requirements are not indicated, the Bidder / Associate can choose a proven vendor as per their standard practice.

Notes for clause 3.0.0

(1) Definitions

- (i) "Foreign Qualified Steam Generator Manufacturer" (FQSGM) means a manufacturer meeting requirements stipulated at 3.1.1(A).
- (ii) "Foreign Qualified Steam Turbine Generator Manufacturer" (FQSTGM) means a manufacturer meeting requirements stipulated at 3.1.1(B).
- (iii) "Indian Qualified Coal fired Steam Generator Manufacturer" (Indian QSGM) means a manufacturer meeting requirements stipulated at 3.6.1 (A) (1).
- (iv) "Indian Qualified Steam Turbine Generator Manufacturer" (Indian QSTGM) means a manufacturer meeting requirements stipulated at 3.6.1 (B).

- (v) a) Wherever "Indian Manufacturing Company" is indicated, the same shall mean a Subsidiary Company or a Joint Venture Company or an Indian Steam Generator Manufacturing Company or an Indian Steam Turbine Generator Manufacturing Company registered in India under the Companies Act of India or as per the prevailing laws of India.

b) Wherever "Indian Company" is indicated, the same shall mean a Company registered in India under the Companies Act of India or as per the prevailing laws of India.

- (vi) "Furnace zone" appearing in the QR, shall mean at least the Combustion zone of the Boiler.

- (vii) "Lignite" appearing in Clause 3.1.1 (A) and 3.6.1 (A) of the QR, shall have moisture content of 45% or more.

(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 3.1.0 & 3.2.0, 3.6.0 it should have acted as an advisor for erection and commissioning of the Steam Generator & auxiliaries/ Steam Turbine Generator & auxiliaries, as the case may be. Necessary documents / certificates from the client (end user), in support of above shall be furnished along with the bid.

(3) Direct / Indirect order

- i) The Bidder / Foreign Qualified Steam Generator Manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer/ Indian Qualified Coal fired Steam Generator Manufacturer / Indian Qualified Steam Turbine Generator Manufacturer / Qualified Generator Manufacturer / Technology Associate / Other Associate(s) shall also be considered qualified, in case the award for the reference works (Steam Generator / Steam Turbine and Generator/ BoP Portion /



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

Respective Works) has been received by the Bidder / Foreign Qualified Steam Generator Manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer / Indian Qualified Coal fired Steam Generator Manufacturer/ Indian Qualified Steam Turbine Generator Manufacturer / Qualified Generator Manufacturer / Technology Associate / Other Associate(s) either directly from owner of plant or any other intermediary organization. A certificate from such owner of plant or the intermediary organization shall be required to be furnished by the Bidder / Foreign Qualified Steam Generator Manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer / Indian Qualified Coal fired Steam Generator Manufacturer/ Indian Qualified Steam Turbine Generator Manufacturer / Qualified Generator / /Technology Associate / Other Associate(s) Manufacturer along with its bid in support of its claim of meeting requirement stipulated at 3.1.1(A), 3.1.1(B), 3.1.4, 3.2.1 ,3.2.3, 3.6.1 (A) , 3.6.1(B) and 3.8.0 above as the case may be.

- ii) Certificate from owner of the plant shall also be furnished by the Bidder / Foreign Qualified Steam Generator Manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer/ Indian Qualified Coal fired Steam Generator Manufacturer/ Indian Qualified Steam Turbine Generator Manufacturer / Qualified Generator Manufacturer / Technology Associate / Other Associate(s) for the successful operation of the Steam Generator / Steam Turbine Generator / BoP Portion / Respective works as specified at 3.1.1(A), 3.1.1(B), 3.1.4, 3.2.1, 3.2.3 ,3.6.1 (A), 3.6.1(B) and 3.8.0 above as the case may be along with the bid.

(4) Holding Company as a Foreign Qualified Steam Generator Manufacturer and/or Foreign Qualified Steam Turbine Generator Manufacturer

- (i) A Holding Company, singularly or collectively along with its Subsidiaries (held either directly or indirectly), meeting the requirements of clause 3.1.1(A) / 3.1.1(B) above, and also owning the technology for supercritical Steam Generators / supercritical Steam Turbine Generators on their own or through their Subsidiaries, shall also be considered as Foreign Qualified Steam Generator Manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer. However, in such a case either the Indian subsidiary Company created for manufacturing of supercritical Steam Generator / supercritical Steam Turbine Generators in India shall be a subsidiary of the Holding Company or the Holding Company shall maintain a minimum equity of 26% in the Joint Venture Company, created for manufacturing of supercritical Steam Generator / supercritical Steam Turbine Generators in India.
- (ii) In such a case, the Holding Company and all such subsidiaries lending strength / experience to the Holding Company shall necessarily be part of the DJU being submitted by the Bidder in the bid for successful performance of the contract for the scope related to Steam Turbine Generator and auxiliaries including Turbine cycle, regenerative feed heating and pumping system / contract for the scope related to Steam Generator and auxiliaries (as the case may be) as per the format enclosed in bidding documents.

In case of award, if the Holding Company itself is not the Bidder as a Foreign Qualified Steam Generator /Foreign Qualified Steam Turbine Generator Manufacturer, the Holding Company of the Foreign Qualified Steam Generator / Foreign Qualified Steam Turbine Generator



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

Manufacturer and all such entities lending strength / experience to the Holding Company of the Foreign Qualified Steam Generator / Foreign Qualified Steam Turbine Generator Manufacturer shall be required to furnish separate financial back up bank guarantees for an amount aggregating **0.45% / 0.25%** of the total contract price of the EPC Package respectively (as applicable) divided equally among them, in addition to the Contract Performance Guarantee to be furnished by the Bidder. This bank guarantee requirement shall supersede bank guarantee requirement stipulated at clause 3.1.0 (applicable for associate), 3.3.0, 3.4.0, 3.5.0 & 3.7.0 for the Foreign Qualified Steam Generator / Foreign Qualified Steam Turbine Generator Manufacturer.

However, in case the Holding Company itself is the Bidder as a Foreign Qualified Steam Generator Manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer as per clause 3.1.0, Bidder shall submit its board resolution stating that in case of any likely change of management control of any of these subsidiaries, the Bidder shall arrange for separate financial back up bank guarantees from all such entities lending strength / experience to the Holding Company of the Foreign Qualified Steam Generator / Foreign Qualified Steam Turbine Generator Manufacturer for fulfillment of requirement of clause 3.1.1(A) / 3.1.1(B) for an amount aggregating to **0.45% / 0.25%** of the total contract price of the EPC Package respectively (as applicable), divided equally among them before the change in management control actually occurs.

- (iii) As an alternative to the requirements of Note 4(ii) above, the Holding Company, as a Foreign Qualified Steam Generator Manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer, shall necessarily be part of the DJU being submitted by the Bidder for successful performance of the contract for the scope related to Steam Turbine Generator and auxiliaries including Turbine cycle, regenerative feed heating and pumping system / contract for the scope related to Steam Generator and auxiliaries (as the case may be) as per the format enclosed in bidding documents. In addition, bidder shall arrange Letter(s) of Undertaking of subsidiary(ies) lending strength/experience to the holding company as Foreign QSTGM/ Foreign QSGM, affirming their support to Foreign QSTGM/ Foreign QSGM towards successful performance of the contract. However, the Bidder shall submit a board resolution of the Holding Company stating that in case of any likely change of management control of any of these subsidiaries, the Holding Company shall arrange for signing of DJU by all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 3.1.1(A) / 3.1.1(B), in line with the requirements of Note 4(ii) above before the change in management control actually occurs.

In case of award, if the Holding Company itself is not the Bidder as a Foreign Qualified Steam Generator Manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer, the Holding Company of the Foreign Qualified Steam Generator / Foreign Qualified Steam Turbine Generator Manufacturer shall be required to furnish separate financial back up bank guarantee for an amount of **0.45% / 0.25%** of the total contract price of the EPC Package respectively (as applicable), in addition to the Contract Performance Guarantee to be furnished by the Bidder. This bank guarantee requirement shall supersede bank guarantee requirement stipulated at



clause 3.1.0 (applicable for associate), 3.3.0, 3.4.0, 3.5.0 & 3.7.0 for the Foreign Qualified Steam Generator / Foreign Qualified Steam Turbine Generator Manufacturer. In case of any likely change of management control of any of its subsidiaries lending strength/ experience, the Holding Company shall arrange for signing of DJU and financial back up bank guarantees from all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 3.1.1(A) / 3.1.1(B), in line with Note 4(ii) above before the change in management control actually occurs, in addition to the bank guarantee already furnished by the Holding Company.

However, in case the Holding Company itself is the Bidder as a Foreign Qualified Steam Generator manufacturer / Foreign Qualified Steam Turbine Generator Manufacturer as per clause 3.1.0, and anticipates change of management control of any of its subsidiaries lending strength/ experience for fulfillment of requirement of clause 3.1.1(A) / 3.1.1(B), the Holding Company shall arrange for signing of DJU and financial back up bank guarantees from all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 3.1.1(A) / 3.1.1(B), in line with Note 4(ii) above before the change in management control actually occurs, in addition to the bank guarantee already furnished by the Holding Company.

(5) Steam Generator Manufacturer with Technology Tie-up for Variable Pressure Design

In case a supercritical Steam Generator manufacturer meets all the requirements as specified in clause no. 3.1.1(A) above except that the evaporator in the reference Steam Generator is not designed for variable pressure operation and is designed for constant pressure (Universal Pressure) operation only, in such case, the supercritical Steam Generator manufacturer shall be considered to be qualified, provided that, such supercritical Steam Generator manufacturer has an ongoing license agreement (which covers technology transfer), as on the original scheduled date of Tender opening, with the original Technology Owner (Licensor) for design, manufacture, sell, use, service of once through variable pressure supercritical Steam Generator technology (with evaporator suitable for variable pressure operation in sub-critical and supercritical pressure ranges).

- i. The licensor should have experience of providing such variable pressure design Steam Generator technology for at least one (1) no. of pulverized coal/lignite fired supercritical Steam Generator for 1500 T/hr or higher capacity (Tower type) using either spiral/inclined water wall with smooth tubing or vertical rifled type water wall tubing in the furnace zone with the evaporator suitable for variable pressure operation in sub-critical and super-critical pressure ranges and which should have completed successful operation for a period of not less than one (1) year as on the original scheduled date of Tender opening.
- ii. The Bidder shall offer only the type of Steam Generator and type of lignite mill for which the Bidder is qualified and shall offer only the type of water wall tubing in the furnace zone (either spiral/inclined water wall with smooth tubing or vertical rifled type) for which his licensor is qualified.
- iii. In such an event, the Bidder shall furnish a Deed of Joint Undertaking executed between the Bidder and the supercritical Steam Generator manufacturer (as the case may be) and its Technology Owner (Licensor), as per the format enclosed in the Bidding Documents towards



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

the Bidder and the licensor being jointly and severally liable to the Purchaser for successful performance of the Steam Generator along with an extended warranty of at least one (1) year over and above what is required as per bidding documents. The Deed of Joint Undertaking shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

- iv. In case of award, Technology Owner (Licensor) will be required to furnish a financial back up bank guarantee for an amount of **0.05%** of total contract value of the EPC package in addition to the Contract Performance Guarantee to be furnished by the Bidder.

(6) For clause 3.4.0

In case the Indian majority stake holder of the JV Company does not have requisite EPC experience as mentioned at clause 3.4.1 above, it may still be considered qualified if it is wholly owned by a parent company who fully meets the requisite EPC experience provided the parent company maintains its 100% equity in such wholly owned subsidiary for a lock in period of 7 years from the date of incorporation of JV company or up to the end of the warranty period of the contract whichever is later.

In such a case, the parent company mentioned above shall necessarily be part of DJU being submitted by the Bidder.

In case of award, the parent company shall be required to furnish a financial back up bank guarantee for an amount of 0.1% of total contract price of the EPC package in addition to the bank guarantee requirement indicated at clause 3.4.2 and 3.4.3.

(7) For clause 3.5.0

Majority stake in JV Company can be held either directly by the Bidder or through its wholly owned subsidiary provided the Bidder maintains its 100% equity in such wholly owned subsidiary for a lock in period of 7 years from the date of incorporation of JV company or up to the end of the warranty period of the contract whichever is later.

In case majority stake in the JV Company is held by wholly owned subsidiary of the Bidder then such wholly owned subsidiary shall necessarily be part of DJU being submitted by the Bidder.

In case of award the wholly owned subsidiary as mentioned above shall be required to furnish a financial back up bank guarantee for an amount of 0.1% of total contract price of EPC package in addition to the bank guarantee requirement at clause 3.5.2 and 3.5.3.

(8) For clause 3.1.0, 3.3.0, 3.4.0 & 3.5.0

The manufacturing may, alternatively, be carried out by another subsidiary registered for manufacturing supercritical Steam Generator / supercritical Steam Turbine Generator in India of the above Indian subsidiary / JV Company. In such an event, the manufacturing company shall remain a subsidiary of the Indian subsidiary / JV company with equity lock in for a minimum lock in period of 7 years from the date of incorporation of the manufacturing company or up to the end of the warranty period of the contract, whichever is later.

In such a case the manufacturing company shall necessarily be part of DJU being submitted by the Bidder.



In case of award the manufacturing company shall be required to furnish a financial back up bank guarantee for an amount of 0.1% of total contract price of EPC package in addition to the bank guarantee requirement at clause 3.1.3, 3.1.4, 3.3.2, 3.3.3, 3.4.2, 3.4.3, 3.5.2 and 3.5.3.

(9) 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 his bid, a Letter of Undertaking from the promoter(s) supported by Board Resolution as per the format enclosed in the bidding documents, for maintaining required minimum equity for the lock in period mentioned / maintaining the subsidiary status.

(10) For Clause 3.2.0

10.1 The requirement of “valid ongoing collaboration and technology transfer agreement” for Steam Turbine Generator / Generator is not applicable in case the Bidder meets the criteria stipulated at Note 13 of QR. Further, in such case, the Bidder shall not be required to furnish deed of joint undertaking (DJU) and associated financial back up bank guarantee for Steam Turbine Generator / Generator (as the case may be). However, the Bidder shall furnish the Letter of Undertaking as per Note 13 of the QR.

10.2 For Clause 3.2.1 (C)

The terms of the Technology Transfer Agreement to the Indian Company (Technology Associate) by the FQSGM shall remain valid up to the end of the Warranty period of the contract, even in case of change in management control of the FQSGM. In this regard, a Letter of Undertaking in assurance of support till the end of warranty period of the contract from the Holding Company of the FQSGM (in case the FQSGM is subsidiary of another company) or the Company having the right to transfer the Technology (i.e. Technology Owner) shall be submitted along with the bid. In case such assurance by the Holding Company / Technology Owner is part of the Technology Transfer Agreement, then the Letter of Undertaking shall not be applicable.

10.3 “Steam Turbine Generator” indicated at clause 3.2.2 shall mean Steam Turbine, Generator and their auxiliaries as included in the DJU formats included in the bidding documents.

“Steam Generator” indicated at clause 3.2.2 shall mean Steam Generator and its auxiliaries as included in the DJU formats included in the bidding documents.

10.4 For Clause 3.2.1 (D)

The terms of the Technology Transfer Agreement to the Bidder by the FQSGM shall remain valid up to the end of the Warranty period of the contract, even in case of change in management control of the FQSGM. In this regard, a Letter of Undertaking in assurance of support till the end of warranty period of the contract from the Holding Company of the FQSGM (in case the FQSGM is subsidiary of another company) or the Company having the right to transfer the Technology (i.e. Technology Owner) shall be submitted along with the bid. In case such assurance by the Holding Company / Technology Owner is part of the Technology Transfer Agreement, then the Letter of Undertaking shall not be applicable.



(11) For clause 3.1.0, 3.3.0, 3.4.0, 3.5.0, 3.6.0, 3.7.0

“For the scope related to Steam Turbine Generator and Auxiliaries including Turbine cycle, regenerative feed heating and pumping system” indicated at clause 3.1.3, 3.3.2, 3.4.2, 3.5.2, 3.6.2 (b), 3.7.3 shall mean Steam Turbine Generator and their Auxiliaries including Turbine cycle, regenerative feed heating and pumping system as included in the DJU formats included in the bidding documents.

“for the scope related to Steam Generator and Auxiliaries” indicated at clause 3.1.3, 3.3.2, 3.4.2, 3.5.2, 3.6.2 (b), 3.7.3 shall mean Steam Generator and Auxiliaries as included in the DJU formats included in the bidding documents.

(12) For clause 3.6.0

12.1 Sourcing of the Steam Generators or Steam Turbine Generators, either from a qualified associate or from the bidder itself meeting the requirements indicated in the applicable clauses of relevant route is acceptable.

12.2 **Indian Company with at least 51% equity in the Indian Joint Venture Companies meeting requirement at Clause 3.6.1 (A)(1) and 3.6.1(B) (applicable for Indian Qualified Coal fired Steam Generator Manufacturer and Indian Qualified Steam Turbine Generator Manufacturer, respectively) as a Bidder**

In case the requirement at clause 3.6.1 (A)(1) and 3.6.1(B) are met by the Indian Joint Venture (JV) Companies set up for manufacturing of Super Critical Steam Generator and Super Critical Steam Turbine Generator in India respectively, then the Indian Company who holds at least 51% equity in both the Joint Venture Companies shall also be considered as a Bidder under Clause 3.6.0, provided they meet the following:

- a) The Bidder 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, petro-chemical, fertilizer and / or any other process industry, with the total value of such projects being INR 2500 Crore or more. At least one of such projects should have a contract value of INR 1000 Crore or more. These projects should have completed successful operation for a period of not less than one year as on the original scheduled date of Tender opening.
- b) The Bidder shall maintain a minimum equity participation of 51% in the JV Company set up for manufacturing of Super Critical Steam Generator and Super Critical Steam Turbine Generator, up to the end of the warranty period of the contract.
- c) The Bidder shall meet the requirement at 3.6.1 (A)(2)

The Bidder shall furnish a Deed of Joint Undertaking executed by the Bidder and the Associate (as per 3.6.1 (A) (2)) in which all the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the contract for the scope related to Steam Generator and auxiliaries as per the format enclosed in the bidding documents. The Deed of Joint Undertaking shall be submitted along with the bid, failing which the Bidder shall be disqualified and its bid shall be rejected. In addition, the Bidder shall arrange for a Letter of Consent from its Joint Venture Company for Steam Generator lending their strength/experience to the Bidder for meeting the qualification requirement at 3.6.1 (A)(1) and relevant support, if any, required during the execution of the Contract. In



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

case of award, the Associate will be required to furnish financial back up bank guarantee of **1.5%** of the total contract price of the EPC Package, in addition to the Contract Performance Guarantee to be furnished by the Bidder.

In case of Steam Turbine Generator, in addition to the Letter of Undertaking to be furnished by the Bidder as per Note 13 of the QR, the Bidder shall arrange for a Letter of Consent from its Joint Venture Company for Steam Turbine Generator lending their strength/experience to the Bidder for meeting the qualification requirement at 3.6.1 (B) and affirming their support to the Bidder towards successful performance of the scope related to Steam Turbine Generator and Auxiliaries.

12.3 For Clause 3.6.1 (A) (2) (ii)

The terms of the Technology Transfer Agreement to the Indian Company (Technology Associate) by the FQSGM shall remain valid up to the end of the Warranty period of the contract, even in case of change in management control of the FQSGM. In this regard, a Letter of Undertaking in assurance of support till the end of warranty period of the contract from the Holding Company of the FQSGM (in case the FQSGM is subsidiary of another company) or the Company having the right to transfer the Technology (i.e. Technology Owner) shall be submitted along with the bid. In case such assurance by the Holding Company / Technology Owner is part of the Technology Transfer Agreement, then the Letter of Undertaking shall not be applicable.

(13) For clauses 3.1.0, 3.2.0, 3.3.0, 3.4.0, 3.5.0, 3.6.0 and 3.7.0

Bidders participating through any of the Routes 3.1.0 or 3.2.0 or 3.3.0 or 3.4.0 or, 3.5.0 or 3.6.0 or 3.7.0 shall not be required to furnish deed of joint undertaking (DJU) and associated BG for Steam Turbine Generator, in case the Bidder **or** the Associate **or** their respective Indian Subsidiary/JV Company meet the following criteria:

As on the original scheduled date of Tender opening, eight (8) Nos. supercritical Steam Turbine Generators manufactured/supplied in India by the Indian Subsidiary/JV Company / Indian manufacturing company should be in commercial operation (achieved COD):out of which four (4) such supercritical Steam Turbine Generators should be in commercial operation for at least one year. Further, Performance Guarantee (PG) Test should have been successfully completed in any two (2) supercritical Steam Turbine Generators out of the above eight (8) supercritical Steam Turbine Generators.

In the event any problem is encountered in Steam Turbine Generator sets & Auxiliaries during execution of the 'Contract' in respect of Design, Engineering, manufacturing, erection, testing & commissioning etc., the bidder shall resolve the same promptly by themselves. In case the bidder is not able to resolve the same themselves, the bidder shall, at their cost, first engage their collaborator / Associate with whose technology, support and strength they have developed their capability. If the problem does not still get resolved within reasonable period of time, NLC



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

India Limited, under intimation to the bidder, will have the liberty to approach directly the Collaborator / Associate of the bidder or any other Steam Turbine & Generator Manufacturer / Designer/ Institute of repute to resolve the problem. In such a case the actual expenditure incurred by NLC India Limited for the satisfactory resolution of the problem shall be borne by the bidder subject to the provisions of limitations of liability as stipulated in the Letter of undertaking/DJU STG island. Accordingly, bidder shall be required to submit a Letter of undertaking, for Steam Turbine Generator, along with the bid valid up to the end of warranty period of the contract, as per the formats enclosed in the bidding documents.

However, in case the Steam Turbine Generator (as applicable) , is sourced by the bidder from a qualified associate (other than the JV or subsidiary company of the Bidder) meeting the above criteria, then such bidder and associate / collaborator shall be required to submit a DJU along with applicable Bank Guarantees as stipulated in the respective clause of QR.

(14) For Route No: 1,3,4 and 5.

In case of Routes 1,3,4 and 5, if the facility created in India through its Subsidiary or Joint Venture Company for the purpose of manufacturing supercritical Steam Generator covers the size and rating specified for Coal only and if the FQSGM is meeting the requirement of Clause 3.1.1 (A) specified for Lignite fired supercritical Steam Generator then such FQSGM or its Indian Subsidiary or its Indian Joint Venture Company can be a bidder / can be an associate (as the case may be) for Lignite fired supercritical Steam Generator being offered for the project. In such case, the FQSGM and its Indian Subsidiary /Joint Venture Company shall be a part of the DJU as stipulated in the respective QR route.

Further, if the FQSGM himself is not the Bidder, then, in case of award, such FQSGM shall furnish an on demand back up bank guarantee for an amount of 1.5% of the total contract price of the EPC Package, in addition to the Contract Performance Guarantee to be furnished by the Bidder. This Bank Guarantee requirement shall supersede the Bank Guarantee requirement specified elsewhere for the FQSGM, including note 4 of QR. Other requirements as specified in Note 4 of QR shall apply.

3.9.0 FINANCIAL CRITERIA

3.9.1 Financial criteria for the Bidder

- 3.9.1.1 The Average Annual Turnover of the Bidder, in the preceding three (3) financial years as on the original scheduled date of Tender opening, shall not be less than **Rs.2660 Crore (Rupees Two Thousand six hundred and sixty Crore only)** or in equivalent foreign currency.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

3.9.1.2 **Net Worth** of the bidder as on the last day of the preceding financial year (with reference to the original scheduled date of Tender opening), **shall not be less than 25% of its paid up share capital.**

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

(i) Copies of the un-audited 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 in the bid documents, stating that the un-audited unconsolidated financial statements form part of the Consolidated Annual Report of the company.

In cases where audited results for the last preceding financial year as on the original scheduled date of Tender opening are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

3.9.1.4 In case any "Bidder" does not satisfy the financial criteria, stipulated at clauses 3.9.1.1 above on its own, the Holding Company would be required to meet the stipulated turnover requirements at clause 3.9.1.1, provided that the Net Worth of such Holding Company on the basis of consolidated financial statements as on the last day of the preceding financial year is at least equal to or more than 25 % (twenty five percent) of the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution, as proof of pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award, and would also be required to submit an additional financial back up bank guarantee of 1% of the total contract value of the EPC package in case of award.

3.9.1.5 The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Bidder as on a date not earlier than 15 days prior to the original scheduled date of tender opening, duly certified by the Bankers shall not be less than **Rs. 2280 Crore (Rupees Two Thousand Two Hundred and Eighty Crore only)** or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified letter of unutilized limits shall be of the same date from all such banks.

3.9.1.6 Where another Company of the group acting as the Treasury Centre is responsible for Treasury Management of the Bidder having combined credit/guarantee limit for the whole group, the Bidder would be required to provide a Banker's certificate regarding the unutilized line of credit for fund based and non-fund based limits together with cash and bank balances including fixed deposits available to such Treasury Centre. Further, Treasury Centre shall certify that out of the aforesaid limits certified by the bankers, the Bidder shall have access to the line of credit of a level not less than the specified amount at clause 3.9.1.5 above. In proof of this, the Bidder would be required to furnish along with his bid, a Letter of Undertaking from the Treasury Centre, supported by a Resolution passed by the Board of Directors of the holding company, pledging unconditional and irrevocable financial support for the execution of the Contract by the



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

Bidder in case of award.

- 3.9.1.7 In case the Bidder's unutilized line of credit for fund based and non-fund based limits specified at clause 3.9.1.5 above is not sufficient, a comfort letter from one of the bankers specified in the bid documents unequivocally stating that in case the Bidder is awarded the contract, the Bank would enhance line of credit for fund based and non-fund based limits to a level not less than the specified amount to the Bidder or to the Treasury Management Centre as the case may be, shall be acceptable.

3.9.2 Financial Criteria for the Collaborator(s) / Associate(s)

- 3.9.2.1 The average annual turnover of each collaborator/Associate, in the preceding three (3) financial years as on the original scheduled date of Tender opening should not be less than the following for different Collaborators(s)/ Associate(s) as applicable

Collaborator(s) / Associate(s)	Applicable clauses	Required annual turnover in INR (Crore) or in equivalent foreign currency for EPC Package
FQSGM	3.2.1 (A), 3.6.2(a)(ii) - 3.2.1 (A)	INR 113 Crore (Rupees One Hundred and Thirteen Crore Only)
	3.1.2(c), 3.2.1 (B), 3.6.1(A)(2)(i), 3.3.1(a), 3.3.1(b), 3.4.1(a), 3.4.1(b), 3.5.1(a), 3.5.1(b), 3.6.2 (a)(i)/(iii)/(iv), 3.6.2(a)(ii) - 3.2.1 (B), 3.7.2	INR 760 Crore (Rupees Seven Hundred and Sixty Crore only)
FQSTGM	3.2.1, 3.2.3, 3.6.2(a)(ii)	INR 46 Crore (Rupees Forty Six Crore Only)
	3.1.2(c), 3.3.1(a), 3.3.1(b), 3.4.1(a), 3.4.1(b), 3.5.1(a), 3.5.1(b), 3.6.2(a)(i)/(iii)/(iv), 3.7.2	INR 305 Crore (Rupees Three Hundred and Five Crore only)
Indian Steam Generator and Steam Turbine Generator manufacturer (if Steam Generator is being sourced as per clause 3.6.2(a)(ii))	3.6.2(a)(ii)	INR 760 Crore (Rupees Seven Hundred and Sixty Crore only)
Indian Steam Generator and Steam Turbine Generator	3.6.2(a)(ii)	INR 305 Crore (Rupees Three Hundred and Five Crore only)



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

manufacturer (if Steam Turbine Generator is being sourced as per clause 3.6.2(a)(ii))		
Subsidiary Company / JV Company of FQSGM	3.1.2(c), 3.3.1(b), 3.4.1(b), 3.5.1(b), 3.6.2(a) (i)/(iii)/(iv) , 3.7.2	INR 760 Crore (Rupees Seven Hundred and Sixty Crore only)
Subsidiary Company / JV Company of FQSTGM	3.1.2(c), 3.3.1(b), 3.4.1(b), 3.5.1(b), 3.6.2(a) (i)/(iii)/(iv) , 3.7.2	INR 305 Crore (Rupees Three Hundred and Five Crore only)
Separate Generator Manufacturer	3.1.4, 3.2.3, 3.3.3, 3.4.3, 3.5.3, 3.6.3 , 3.7.4	INR 31 Crore (Rupees Thirty One Crore only)
Holding Company as FQSGM	Notes for clause 3.0.0 (4)	INR 760 Crore (Rupees Seven Hundred and Sixty Crore only)
Holding Company as FQSTGM	Notes for clause 3.0.0 (4)	INR 305 Crore (Rupees Three Hundred and Five Crore only)
Technology Associate	3.2.1 C , 3.6.1 (A) (2) (ii)	INR 760 Crore (Rupees Seven Hundred and Sixty Crore only)
Technology Owner (Licensor to FQSGM)	Notes for clause 3.0.0 (5)	INR 113 Crore (Rupees One Hundred and Thirteen Crore Only)
BOP Associate	3.8.0	INR 496 Crore (Rupees Four Hundred and Ninety Six Crore only)

3.9.2.2 The Net Worth of each Collaborator/Associate, as on the last day of the preceding financial year (with reference to original scheduled date of Tender opening), shall be positive.

3.9.2.3 In case the Collaborator(s) / Associate(s) is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Collaborator(s) / Associate(s) can be considered acceptable provided the Collaborator(s) / Associate(s) furnishes the following further documents on substantiation of its qualification:

- Copies of the unaudited unconsolidated financial statements of the Collaborator(s) / Associate(s) along with copies of the audited consolidated financial statements of the Holding Company of Collaborator(s) / Associate(s).
- A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the Company.

In cases where audited results for the last preceding financial year are not available,



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.

3.9.2.4 In case a Collaborator(s) / Associate(s) does not satisfy the financial criteria, stipulated at Cl.3.9.2.1 above on its own, its Holding Company would be required to meet the stipulated turnover requirements at Cl 3.9.2.1 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 25% of the paid-up share capital of the Holding Company. In such an event, the Collaborator(s) / Associate(s) would be required to furnish along with its bid, a Letter of Undertaking from the Holding Company, supported by Board Resolution (as per the format enclosed in the bidding documents) pledging unconditional and irrevocable financial support to the Collaborator(s) / Associate(s) to honour the terms and conditions of the Deed of Joint Undertaking, in case of award.

3.9.2.5 The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Collaborator(s) / Associate(s) as on a date not earlier than 15 days prior to the original scheduled date of Tender opening, duly certified by the Bankers should not be less than the following for different Collaborator(s) / Associate(s) in terms of Deed of Joint Undertaking:

Collaborator(s) / Associate(s)	Applicable clauses	Required unutilized line of credit in INR (Crore) or in equivalent foreign currency for EPC Package
FQSGM	3.2.1 (A), 3.6.2(a)(ii) - 3.2.1 (A)	INR 80 Crore (Rupees Eighty Crore Only)
	3.2.1 (B), 3.6.2(a)(ii) - 3.2.1 (B), 3.6.1(A)(2)(i)	INR 350 Crore (Rupees Three Hundred and Fifty Crore only)
	3.1.2(c), 3.3.1(a), 3.3.1(b), 3.4.1(a), 3.4.1(b), 3.5.1(a), 3.5.1(b), 3.6.2 (a)(i)/(iii)/(iv), 3.7.2	INR 217 Crore (Rupees Two Hundred and Seventeen Crore only)
FQSTGM	3.2.1, 3.2.3, 3.6.2(a)(ii)	INR 37 Crore (Rupees Thirty Seven Crore Only)
	3.1.2(c), 3.3.1(a), 3.3.1(b), 3.4.1(a), 3.4.1(b), 3.5.1(a), 3.5.1(b), 3.6.2(a)(i)/(iii)/(iv), 3.7.2	INR 89 Crore (Rupees Eighty Nine Crore only)
Indian Steam Generator and Steam Turbine Generator manufacturer (if Steam Generator is being sourced as per clause 3.6.2(a)(ii))	3.6.2(a)(ii)	INR 206 Crore (Rupees Two Hundred and Six Crore only)



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

Indian Steam Generator and Steam Turbine Generator manufacturer (if Steam Turbine Generator is being sourced as per clause 3.6.2(a)(ii))	3.6.2(a)(ii)	INR 85 Crore (Rupees Eighty Five Crore only)
Subsidiary Company / JV Company of FQSGM	3.1.2(c), 3.3.1(b), 3.4.1(b), 3.5.1(b), 3.6.2(a) (i)/(iii)/(iv), 3.7.2	INR 206 Crore (Rupees Two Hundred and Six Crore only)
Subsidiary Company / JV Company of FQSTGM	3.1.2(c), 3.3.1(b), 3.4.1(b), 3.5.1(b), 3.6.2(a) (i)/(iii)/(iv), 3.7.2	INR 85 Crore (Rupees Eighty Five Crore only)
Separate Generator Manufacturer	3.1.4, 3.2.3, 3.3.3, 3.4.3, 3.5.3, 3.6.3, 3.7.4	INR 3 Crore (Rupees Three Crore Only)
Holding Company as FQSGM	Notes for clause 3.0.0 (4)	INR 238 Crore (Rupees Two Hundred and Thirty Eight Crore only)
Holding Company as FQSTGM	Notes for clause 3.0.0 (4)	INR 103 Crore (Rupees One hundred and three Crore only)
Technology Associate	3.2.1 C , 3.6.1 (A) (2) (ii)	INR 350 Crore (Rupees Three Hundred and Fifty Crore only)
Technology Owner (Licensor to FQSGM)	Notes for clause 3.0.0 (5)	INR 5 Crore (Rupees Five Crore Only)
BOP Associate	3.8.0	INR 143 Crore (Rupees One Hundred and Forty Three Crore only)

In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.

- 3.9.2.6 Where another Company of the group acting as the Treasury Centre is responsible for Treasury Management of the Collaborator(s) / Associate(s) having combined credit/guarantee limit for the whole group, the Collaborator(s) / Associate(s) would be required to provide a Banker's certificate regarding the unutilized line of credit for fund based and non-fund based limits together with cash and bank balances including fixed deposits available to such Treasury Centre. Further, Treasury Centre shall certify that out of the aforesaid limits certified by its bankers', the Collaborator(s) / Associate(s) shall have access to the line of credit of a level not less than the amount specified at Cl. 3.9.2.5 above.

In proof of this, the Bidder would be required to furnish along with its bid, a Letter of Undertaking from the Treasury Centre, supported by a Resolution passed by the



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

Board of Directors of the Collaborator / Associate's holding Company, as per the format enclosed in the bidding documents, pledging unconditional and irrevocable financial support to the Collaborator(s) / Associate(s) 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(s) / Associate(s) is associated.

- 3.9.2.7 In case the Collaborator / Associate's unutilized line of credit for fund based and non-fund based limits specified at Cl. 3.9.2.5 above is not sufficient, a comfort letter from one of the bankers specified in the bidding documents unequivocally stating that in case of award of the contract to the Bidder with whom Collaborator(s) / Associate(s) is associated, the Bank would enhance line of credit for fund based and non-fund based limits to a level not less than the specified amounts to the Collaborator(s) / Associate(s) or to the Treasury Management Centre as the case may be, shall be acceptable.

3.9.3 Liability of Collaborator /Associate

The liability of each Collaborator/Associate for Steam Generator & Auxiliaries, Steam Turbine Generator & Auxiliaries and Balance of Plant (as the case may be) to the purchaser, in case of award shall be governed as per the requirement stipulated in the applicable format for Deed of Joint Undertaking (DJU) to be furnished by the Bidder along with the Collaborator /Associate(s).

Notes for Clause 3.9.0

1. "Net worth" means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
2. Other income shall not be considered for arriving at annual turnover.
3. For unutilized line of credit for fund based and non-fund based limits and Turnover indicated in foreign currency, the exchange rate as on 7 days prior to the original scheduled date of Tender opening shall be used.
4. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
5. In case the bidder / collaborator(s) / associate(s) participating under Clause 3.3.0 or 3.4.0, do not meet the turnover requirement and Unutilized Line of Credit (ULC), then the Turnover and ULC of any of the Promoters individually or all the promoters (in a combined manner) (each having Equity Stake more than 25%) of the Subsidiary Company / JV Company would be considered.

Each such promoter of the Subsidiary Company / JV Company shall have to meet the Net Worth criteria as per clause 3.9.1.2 and/or 3.9.2.2. In such an event the Bidder would be required to furnish along with its bid, a Letter of Undertaking from such promoter(s), supported by Board Resolution, pledging unconditional and irrevocable financial support for execution of the Contract by the Bidder in case of



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

award.

3.10.0 Phased Manufacturing Program (PMP) and Transfer of Technology.

3.10.1 The Bidder and its associate shall give firm commitment (for their respective equipment) in the form of an undertaking supported by board resolution to set up / augment the existing manufacturing facility for supercritical Steam Generator and Steam Turbine Generator sets in India either by itself or through its subsidiaries or through Joint Venture (JV) in India in a phased manner as per Phased Manufacturing Program elaborated in the bidding documents.

3.10.2 It is mandatory for the contractor / its associate to set up manufacturing facility in India for manufacture of Supercritical Steam Generators and Supercritical Steam Turbine Generators in India either by himself or through its subsidiaries or through joint venture company in a phased manner as per the manufacturing programme as indicated below:

a) Steam Generator:

S. No	Equipment	Indicative Facilities Requirement	To be established latest by (Months from Date of Award)	Weight age factor (% age) for LD
1.	Pressure Parts (straight water wall & spiral water wall)	<ul style="list-style-type: none"> Straight tube butt welding facility Automatic welding facility for panel processing NDT facilities Hydro testing Continuous heat treatment furnace Gang/panel bending facility (for straight water wall & spiral water wall tube panels) 	36	35
2	Pressure Parts (Economiser, Superheater and Reheater coils and Panels)	<ul style="list-style-type: none"> System bend facility Welding facility for coils NDT facilities Hydro testing Continuous heat treatment furnace Jigs & fixtures for assembly and layout checking facility Portable equipment for material/grade identification 	42	30
3.	Pressure Parts	<ul style="list-style-type: none"> Welding 	42	20



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

	(Headers)	<ul style="list-style-type: none"> • Machining & drilling • Heat treatment • Hydraulic testing • NDT facilities • Pressing facility for end caps & tees • Material identification facility • Facility for high alloy (P5 and above) continuous welding 		
4.	Separator (Shell and Dished ends)	<ul style="list-style-type: none"> • Roiling facility / pressing Facility • Machining & drilling, • Welding Heat Treatment • Hydraulic testing • NDT facilities • Pressing arrangement for Dished ends 	48	15

b) Steam Turbine Generator:

Sl. No.	Equipment	Indicative Facilities Requirement	To be established latest by (Months from Date of Award)	Weightage factor (%age) for LD
1.	Turbine Casings and Valves machining	<ul style="list-style-type: none"> • LP outer Casing Fabrication • HP/IP/LP Casing Machining & blading. • Heat Treatment / Stress Relieving. • Turbine valve machining & assembly testing. 	36	20
2.	Turbine Rotor Machining	<ul style="list-style-type: none"> • Rotor machining including grooves & Fir Tree machining. • Rotor assembly and balancing. • Turbine assembly 	42	20
3.	Rotating blades machining	<ul style="list-style-type: none"> • Rotating Blade machining & finishing 	52	20
4.	Generator Core and stator manufacturing	<ul style="list-style-type: none"> • Core stamping, fabrication facility, Heat Treatment / Stress Relieving. • Generator Stator 	40	20



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

		fabrication and core building facility. <ul style="list-style-type: none"> Stator bar manufacturing and heavy machining facility for fabricated items. 		
5.	Generator Rotor	<ul style="list-style-type: none"> Rotor machining including slotting. Rotor assembly and balancing. Exciter manufacturing & testing. Rotor winding facility 	42	15
6.	Generator Assembly	<ul style="list-style-type: none"> Generator Assembly & testing 	48	5

3.10.3 Liquidated damages for delay in Phased Manufacturing Programme:

The amount of liquidated damages for the delay to meet various milestones of phased manufacturing will subject to maximum **2.1 %** and **0.9 %** of the total contract price in case of Steam Generator and Steam Turbine Generator respectively. LD for each milestone shall be proportionate to weightage factor assigned to various manufacturing process. Total LD for a milestone shall be recovered within ten weeks' delay from respective milestone target dates. The Liquidated Damages in delay in Phased Manufacturing Programme shall be independent of the LD for the delay in completion of other milestones. The schedule for the PMP with weightage factor (%) for LD is indicated in the above table.

3.10.4 On demand Bank Guarantee for PMP:

Within thirty (30) days after receipt of the notification of award, the successful Bidder shall submit an on demand bank guarantee in favour of NLC India Ltd for an amount of **INR 90 crore for Steam Generators and INR 65 crore for Steam Turbine Generators** as guarantee for any default against meeting the specified Phased Manufacturing Program.

3.10.5 The manufacturing may, alternatively, be carried out by another subsidiary registered for manufacturing supercritical Steam Generators / supercritical Steam Turbine Generators in India of the above Indian subsidiary / JV Company. In such an event, the manufacturing company shall remain a subsidiary of the Indian subsidiary / JV company with equity lock in for a minimum lock in period of 7 years from the date of incorporation of the manufacturing company or up to the end of the warranty period of the contract, whichever is later.

3.10.6 Valid technology transfer agreements including license to manufacture and supply in India, separately for Steam Generator sets and Steam Turbine Generator sets, between the Foreign Qualified Steam Generator Manufacturer /Foreign Qualified Steam Turbine Generator Manufacturer or their technology provider (if any) and the Indian Manufacturing Company should be in place on the date of Tender opening covering the type, size and rating of the Steam Generators / Steam Turbine Generator sets specified,



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

valid minimum up to the end of the Warranty period of the contract.

The signatory of the technology transfer agreement with the Indian Manufacturing Company should either own the technology or should have authorization to use and further license the technology. Documentary evidence to this effect shall be furnished along with the bid. The technology transfer agreement shall necessarily cover transfer of technological know-how for super critical Steam Generator / supercritical Steam Turbine Generator in the form of complete transfer of design dossier, design softwares, drawings and documentation, quality system manuals and imparting relevant personnel training to the Indian Manufacturing Company. Such technology transfer agreement must have provision that the transfer of technology to the Indian Manufacturing Company shall be completed by the time last 660 MW supercritical unit is supplied by the Bidder under this tender.

However, if the Bidder/ FQSGM is qualified under note 14 or under clause 3.2.1(B) / 3.2.1(C) / 3.6.1 A (2) of QR, the technology transfer agreement as stipulated above under PMP shall not be applicable for Steam Generator.

- 3.10.7 Major part (minimum 75%) of the land required for setting up manufacturing facility in India should be in possession with clear title either in the name of the "Indian Manufacturing Company(ies)" or its Indian promoter (but pledged / leased to the Subsidiary / JV company) prior to submission of bid. In case, the Bidder has existing manufacturing facility in India, he should have in possession major part (minimum 75%) of the additional land required with clear title for augmenting his already existing manufacturing facility. "Clear title" shall be deemed to also include land acquired on long term lease basis for minimum 30 years with a provision for further extension.
- 3.10.8 Promoters of the Subsidiary (ies) / JV Company (ies) will be required to either employ a minimum subscribed and paid up share capital or have net worth of INR 50 crore in the respective Subsidiary / JV Company prior to the submission of bid. In case the Bidder is selected for award of the contract, either a minimum subscribed and paid up share capital or net worth of INR 100 crore in the respective Subsidiary / JV Company will have to be ensured by the promoters prior to the date of award. In the event the Bidder fails to meet this requirement, the Purchaser shall disqualify such Bidder.

The certificates from a practicing Chartered Accountant shall be submitted by the Bidder certifying the amount of subscribed and paid up share capital, or net worth as the case may be as on a date not earlier than 15 days from the original scheduled date of Tender opening / award date as applicable.

- 3.10.9 The Bidder and its associate shall be required to furnish an undertaking (for their respective equipment) with regard to above as per format enclosed with the bidding documents.

Note to clause 3.10.0

- (1) Among the bidder and its associate(s) who has already given commitments for PMP and submitted bank guarantees for security for default against specified PMP for Steam Generator / Steam Turbine Generators to any Central / State sector power generating Company for supercritical projects **or if such bank guarantees have already been released** shall not be required to furnish further bank guarantees for



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

security for default against specified PMP.

- (2) In case the Indian Subsidiary Company/JV Company/Indian manufacturing company have already completed PMP, for supercritical Steam Generator /Supercritical Steam Turbine (as the case may be) then such Indian Subsidiary Company/JV Company/Indian manufacturing company need not submit the undertakings/documents for PMP again for the respective equipment. However, **certificate in support of completion of such PMP** duly issued by any Central PSU / Central Government department shall be submitted along with the bid.

4.0 DOCUMENTARY EVIDENCES TO BE SUBMITTED ALONG WITH BID:

- a. Documentary evidence to satisfy the Qualifying Requirements mentioned in Clause 3.0.0 as applicable and as called for in the Annexure G/I to G/VII shall be furnished with relevant details in the bidding documents.
- b. The bidder, the promoters in case of Subsidiary / JV Company, as the case may be and the Subsidiary / JV Company shall furnish their audited profit and loss account and balance sheet for the preceding three consecutive financial years as required.
- c. Bidder qualifying under Clause 3.5.0 shall furnish the details of equity share holding for meeting the requirement in Clause 3.5.0
- d. Copy of License to manufacture the Steam Generator and /or Steam Turbine Generator sets in India wherever applicable.

5.0 OTHER REQUIREMENTS:

Bidder to note the following clauses and furnish point wise confirmation of acceptance of these clauses in the bidding documents.

- 5.1 The successful bidder on award of LOA, shall furnish a Contract performance guarantee for a value of 3% of the total contract price in the form of an on demand Bank Guarantee for the faithful performance of the contract after the LOA in addition to the Financial Back up Bank Guarantees stipulated in the various clauses of the QR as applicable.
- 5.2 a) The bidders participating in the Tender under routes 3.1 to 3.7 and not requiring to furnish DJU as per sub clause 13 of Notes for clause 3.0 shall furnish an undertaking in the bid as per the format enclosed in the bidding documents.
b) The Scope of work of the Bidder shall be on the basis of single bidder responsibility. The contract will be entered into only with the successful bidder. Thus the bidder shall be solely responsible and liable for all the technical, management and all other services required to complete the entire scope of work detailed in the tender specification.
- 5.3 Sourcing of equipment/systems should be with the approval of purchaser and should be only from the reputed manufacturers / suppliers / sub-vendors as stipulated in the tender specification.
- 5.4 The bidder shall furnish the following details also along with bid documents:
 - i. Contracts in hand/pending jobs and their status along with value.
 - ii. Major legal cases.
 - iii. Recent power projects executed and their value.
- 5.5 In case, certificate(s) submitted by the bidders is found to be a forged one / bogus one, the bidder will not only be disqualified for the tender but also would be banned / suspended by the Purchaser.
- 5.6 The Contractor shall not sub-contract the work on back to back basis. However, any sub-contracting for Civil, Electrical, C&I systems and balance mechanical works, shall be after due approval by the Purchaser as stipulated in the Tender specification.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

- 5.7 The bidder cannot be an associate for other bidder(s) who are bidding in this tender. In case of non-compliance, the offer of such bidder will be rejected.

6.0 Time Schedule

The completion of Trial Operation and Performance Guarantee Tests of the Plant & Equipment shall be as follows:

Units	Completion of Trial Operation (No. of months from LOA)	Completion of Performance guarantee (No. of months from LOA)
Unit I	50	53
Unit II	56	59

7.0 Public Procurement Policy (Preference to Make in India)

The bidder shall take note of the following as per Department for Promotion of Industry and Internal Trade (formerly, Department of Industry Policy and Promotion), Ministry of Commerce and Industry, Government of India, Public Procurement (Preference to Make in India) Order 2017–Revision; Dt.16.09.2020 and further revisions if any and confirm compliance.

A. Definitions:

- 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 'Class -I local supplier', means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class – I local supplier under order dt. 16.09.2020.
- 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class – II local supplier but less than that prescribed for Class – I local supplier under order dt. 16.09.2020.
- 'Non-Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than that prescribed for Class – II local supplier under order dt. 16.09.2020.
- Minimum Local Content: The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class – II Local Supplier', the 'Local Content' requirement is minimum 20%. Nodal Ministry / Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as Class – I local supplier / Class – II local supplier. For the items, for which Nodal Ministry Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for Class – I local supplier / Class – II local supplier respectively.
- 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

- vii) 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- viii) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- ix) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.
- x) 'Works' means all works as per Rule 130 of GFR-2017 and will also include 'turnkey works'.

B. Eligibility Class:

Class-I local supplier, Class-II local supplier and 'Non-local suppliers' shall be eligible to bid.

C. Margin of Purchase Preference:

The margin of purchase preference shall be 20%.

(Applicable for 'Class – I Local Supplier' only).

D. Manner of giving Purchase Preference:

For procurements of goods or works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- b) If L1 is not 'Class-I local supplier', the lowest Bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- c) In case such lowest eligible, 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 Bidder.
- d) Class-II local supplier" and 'Non-local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

E. Verification of Local Content:

- a) The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b) In cases of procurement for a value in excess of Rs.10 Crore, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

two years as per the Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

- d) A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

F. Reciprocity Clause:

- i. Entities of countries which have been identified by the nodal Ministry/ department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- ii. The term 'entity' of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

G. Procurement of goods, services or works for which Nodal Ministry has not notified that there is sufficient local capacity and local competition:

In procurement of all Goods, Services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring ministries / departments shall also make special provisions for exempting such joint venture from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

H. **Ref: Department of Expenditure Order (Public Procurement No.: 1) Order No.6/18/2019-PPD, Dt: 23.07.2020.**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means
- Explanation –
- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together; or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate (to be furnished by the bidder)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached].

Model Certificate for Works involving possibility of sub-contracting (to be furnished by the bidder)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

Note:

The said Order will not apply to bidders from those countries (even if sharing a land border with India) to which, Govt. of India has extended lines of credit or in which, and the Govt. of India is engaged in development projects. (Order Public Procurement No.2)

- I. Ministry of Finance OM dated 08.02.2021:
(a) Bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
(b) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
- J. Ministry of Finance OM dated 02.03.2021: Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017 and Public Procurement Orders issued in this regard.
- K. Certification for testing:
Ministry of Power issued following directions vide Order 25-11/6/2018-PG, dt.02.07.2020 to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country and the bidder has to comply with the same:
- (1) All equipment, components, and parts imported for use in the power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
 - (2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).
 - (3) Any import of equipment components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India.
 - (4) Where the equipment/ components/ parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP). This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

Note: Ministry of Power (MoP) vide Order No.: 12/34/2020-T&R, Dt: 08.06.2021 have issued the following and the bidder has to comply with the same:

- (i) the list of Designated laboratories and the products for which cyber security conformance testing is to be undertaken on payment of applicable test charges, and
- (ii) the protocols to be followed for testing the products for cyber security conformance testing, testing criteria and details of the type of tests, have been specified.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

The Bidders are requested to note that the bids will be evaluated taking into consideration of the orders mentioned above.

8.0 Bid Submission & Opening

i) The proposals are to be submitted in Two Parts through online as follows:

Part I : Proof for Remittance of Cost of tender document, Copy of Bid Guarantee, Power of Attorney, Integrity Pact, QR documents, Collaboration Agreement / Deed of Joint Undertaking (DJU) / Letter of Consent / Letter of Undertaking, as applicable, Techno- Commercial details, Minimum local content Certificates from the bidder and auditor and any other details as applicable.

Part II : Schedule of Performance Guaranteed parameters with values and Schedule of Prices.

Physical Cover : Bidders are requested to furnish the following documents in Original in a sealed Physical cover within the last date of receipt of Bids:

1. Cost of tender document.
2. Bid Guarantee.
3. Power of Attorney / Letter of Authorization with the seal of the company in favour of the person signing the Bid.
4. Collaboration Agreement / Deed of Joint Undertaking / Letter of Consent / Letter of Undertaking,, if applicable.
5. Integrity Pact.

Note: The forwarding letter with above documents should bear tender reference No. and addressed to The Chief General Manager / Contracts, Corporate Office, Block-1, NLC India Limited, Neyveli - 607801.

ii) The cost of tender document may be remitted through DD / Banker's Cheque / RTGS / NEFT / SWIFT mode. The Remittance details shall be furnished along with the Bid in Part-I. The Bidder is to note that the Bank's commission charges will be to the account of the Bidder and the net amount transferred to NLCIL's account shall be equal to the cost of the tender document. The qualification of Bidder is subject to receipt of cost of the tender document stipulated in the tender. No other mode of payment will be accepted. The details of NLCIL's account is given below :

Beneficiary name	:	NLC INDIA LIMITED
Beneficiary Bank	:	State Bank of India.
Address of the bank	:	SBI (00958) Neyveli, No 5, Museum Road, Block 2, Neyveli, Cuddalore, Tamilnadu
A/C No	:	3062 3095 200
Nature of A/C	:	Current
IFSC code	:	SBIN0000958
Swift code	:	SBININBB457

iii) The Tender Documents (non-transferable) can be downloaded from NLCIL's Website www.nlcindia.in, NLCILs NeAT portal <https://procure.nlcindia.in> and Central Public Procurement Portal (CPPP) Website: www.eprocure.gov.in. Bid received without the cost of Tender Documents will be rejected. No other mode of payment will be accepted.



EPC Bidding Document

NLC India Limited
Thermal Power Station-II
2nd Expansion (2x660 MW) Project
Neyveli, Tamil Nadu

- iv) Bid Guarantee: Bidder is required to submit Bid Guarantee along with the Bid (Part-I) in the form and manner as described in the instructions to the Bidder (Section-3).

9.0 INTEGRITY PACT PROGRAMME:

NLCIL is committed to have most ethical business dealing with the vendors, Bidders and Contractors of goods and services and deal with them in a transparent manner with Equity and Fairness.

NLCIL being a signatory in implementing the Integrity Pact Programme with Transparency International India, all the bidders / contractors required to sign the 'Integrity Pact' during the submission of the Techno-Commercial bids / offers.

The independent external monitors of NLC India Ltd. are given below:

1. Shri. Lov Verma, IAS (Retd.),
Secretary, Dept. of Empowerment of Persons with Disabilities, GOI
K- 41, Fourth floor, Louisville II,
New Delhi – 110049.
e-Mail : lov_56@yahoo.com

2. Shri. Ramabhadran Ramanujam, IAS (Retd.)
44/24, Third Trust Cross Street, Mandavelipakkam,
Chennai- 600028.
e-Mail: raamaanuj@gmail.com

3. Shri. Rakesh Jain, IA & AS (Retd.)
Dy.Comptroller & Auditor General
Flat No. 701, Platinum Tower,
Chandrakala Colony, Durgapura, Jaipur- 302018.
Email: rakeshjain18@hotmail.com

The main role and responsibility of IEM is to resolve issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or indicates bias towards some bidders. IEMs are expected to examine process integrity and not expected to concern themselves with fixing of responsibility on officers.



However, Bidders are requested to visit NLCIL's web site: www.nlcindia.in for changes, if any of the Independent External Monitors of NLCIL.

10.0 Special Note and Information Regarding the Tender

- i) The Bidder shall submit the Bid documents on or before the scheduled date and time as specified. Bids submitted after the expiry of the time specified for receiving the Bids shall be rejected.
- ii) All other terms and conditions along with the technical specifications, time schedule, Bid Guarantee, validity of Bid and Instructions to Bidders, etc., are contained in the tender specification.
- iii) NLC India Limited reserves the right to accept/reject any Bid or all Bids received at its discretion without assigning any reason thereof. No further correspondence shall be entertained in this regard.
- iv) Issuance of Tender Specifications to a Bidder shall not be construed to mean that such Bidder would be automatically considered.
- v) Bids submitted by E-mail, Telefax, will not be considered.
- vi) NLC India Limited takes no responsibility for delay, loss or non-receipt of Tender documents, Bid documents or any letter sent either way.
- vii) The Tender specifications are meant for the exclusive purpose of Bidding against the subject package and shall not be transferred, reproduced or otherwise used for purposes other than for which these are specifically issued.

G. Rani/L. 01/10/22
CHIEF GENERAL MANAGER/CONTRACTS

