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பாரத் ஹெவ்வி இலெக்ட்ரிகல்ஸ் லிமிடெட்
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

(A Government of India Enterprise)
Tiruchirappalli – 620 014

MATERIALS MANAGEMENT

Phone: 0431 – 257 4166, 4363; E-mail: sbrajesh@bhel.in, mjjiby@bhel.in; www.bhel.com

NOTICE INVITING TENDER

Ref: MM/BOI/Neyveli2 x660/ENQ

Date:07.11.2022

Offers are invited from technology provider / associates with sound technical and financial capabilities meeting the PRE QUALIFICATION CRITERIA as mentioned in the document ref: MKTG: Pre-bid Tie-up:002 (Notice Inviting Pre-Bid Tie-up through Expression of Interest (EOI) to associate with BHEL for bidding NLCIL's 2X660 MW Lignite Fired Once through Super Critical Boiler) for entering into pre-bid tie-up for boiler and onward quoting to NLC India Limited Thermal Power Station-II 2nd Expansion (2x660 MW) Project tender (Tender Ref. CO CONTS/0026N/TPS-II 2nd Expn. Project/EPC/ICB/eConts2022, Dt.01.10.2022 hosted in NLCIL website).

BHEL would be the prime bidder for supply of 2x660 MW Lignite fired boiler. The respondent should be willing to associate with BHEL and support BHEL in the areas of design, engineering, manufacturing, supply, erection, testing & commissioning and performance guarantees

Tender will be operated on **THREE PART BID SYSTEM**.

PART-I: PRE QUALIFICATION CRITERIA:

Vendors are requested to confirm the Pre-qualification criteria along with supporting documents, Deed of Joint Undertaking (DJU) as Sl. No. 6 of the document ref. MKTG: Pre-bid Tie-up:002 and as per QR of NLCIL tender.

All PART-1 bid documents to be send to following Address in sealed cover.

The tender opening cell / MM

Room No: 26, Building No: 24,

Ground Floor,

Bharat Heavy Electricals Ltd, Trichy – 620014

INDIA

Offer shall also be sent through e-mail to the following mail ID only.

tender_cell@bhel.in

In case personal delivery of the offer, it shall be dropped into respective box kept in Room No: 26.

Offer will be accepted only upto 14.00 Hrs. (IST). on the due date. Therefore, vendor shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective purchase mail IDs. All the due date extension requests from vendors will be considered only upto 48 hours before the due date and time.

As tender are being opened by common tender opening cell, offer covers should be sealed with tenders distinctive seal and super scribed with correct tender No. item of supply and due date of opening

The offers will be opened at 14.30 Hrs (IST) on the due date of the tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

The bidder along with its associate/ Collaborators / sub-contractors/sub-vendors / consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

PART-II and PART-III

BHEL –Trichy will provide the completed set of tender documents along with terms and conditions and MOU format to qualified bidder to enable them to submit the PART-II and PART-III Bids after scrutiny of PART-1 bid documents.

PART-II: Techno commercial bid

PART-III: Price Bid

Successful bidder after Part-III shall sign MoU with BHEL for Pre Bid Tie Up along with 1% value of MOU as bid bond.

Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in <http://www.bhel.com/tender> and CPP portal (<https://eprocure.gov.in/>).

Following points relevant to the tender may please be noted and complied with:

SL.NO.	Topic	Description
1	SUBJECT	Pre-Bid Tie-up with technology provider / associate for onward quoting of Steam Generator to NLC India Limited Thermal Power Station-II 2nd Expansion (2x660 MW) Project tender.
2	ENQUIRY NO.	MM/BOI/Neyveli2 x660/ENQ
3	DETAILS OF TENDER DOCUMENT	
3.1	Pre Qualification Criteria (Part-I)	As per Doc Ref. MKTG: Pre-bid Tie-up:002
3.2	Tender Specifications	Will be shared with successful bidders of Part-I
3.3	Price schedule Format	Will be shared with successful bidders of Part-I
4	Important Dates	
4.1	Pre-bid clarifications to be submitted by	11.11.2022, 18:00 Hrs.
4.2	Pre-bid meeting proposed on	12.11.2022, 10:00 Hrs.
4.3	Part-I Bid submission end date	18.11.2022, 14:00 Hrs.

4.4	Part-I Bid opening date	18.11.2022, 14:30 Hrs.
4.5	Date of Techno Commercial & price bid opening	The date/ time of Techno Commercial and price bid opening will be intimated to the Part-I qualified tenderer separately.
5	Pre-bid meeting	Video Conferencing link: Click here to join the meeting Pre-bid queries if any shall be send to email ID sbrajesh@bhel.in and mjibby@bhel.in on or before the due date mentioned above.
6	Integrity Pact	Filled up & Singed Integrity Pact shall be submitted along with Part-I offer (Annexure-VIII)
7	Evaluation method	Evaluation will be on Total Package basis
8	Offer validity for signing of MOU	120 days from Part-I (Techno Commercial Bid) opening

Note: All timings are in IST.

GENERAL TERMS AND CONDITIONS:

1. Restrictions for Procurement from a country sharing its land border with India

For this procurement, Public procurement order dated 23.07.2020 regarding restrictions under rule 144 (xi) of general financial rules 2017 and clarification dt. 08.02.2021 from DoE is applicable. In case of subsequent Orders issued, the same shall be applicable even if issued after issue of this NIT.

- The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL Website (www.bhel.com)
- The bidder may have to produce original document for verification if so decided by BHEL.
- Offer shall be submitted directly by vendor or his authorized representative / agent only and the offer should be in line with regulatory guidelines (i.e., Agency agreement between principal vendor and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency commission etc.). OEM details shall be provided if supplier is not a manufacturer. Bid envelope shall bear name of the supplier. In case of submission through authorized representative / agent, the name of representative / agent should be mentioned additionally apart from the supplier name.

5. Fraud Prevention Policy:

Bidder along with its associate /collaborators /sub-contractors /sub-vendors / consultants / service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

6. Cartel Formation:

All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce

cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

For **Bharat Heavy Electricals Limited**

SB Rajesh Kummar
Dy. Manager / Materials Management
Fourth floor, 24 Building
B.H.E.L., Tiruchirappalli – 620 014, Tamil Nadu
Phone: 0431-2574166
Email: sbrajesh@bhel.in

**Notice Inviting Pre-Bid Tie-up through
Expression of Interest (EOI)
to associate with
BHEL
for bidding
NLCIL's 2X660 MW Lignite Fired Once
through Super Critical Boiler**

MKTG: Pre-bid Tie-up:002
November 2022

**Bharat Heavy Electricals Limited,
High Pressure Boiler Plant-
Tiruchirappalli**

1.0 About BHEL

BHEL is a leading Public Sector Undertaking under Ministry of Heavy Industries and Public Enterprises, Government of India. BHEL is India's largest engineering and manufacturing enterprise in the energy and infrastructure sector. Established in 1964, we are a leading power equipment manufacturer globally. We serve our customers with a comprehensive portfolio of products, systems and services in the areas of power-thermal, hydro, gas, nuclear & solar PV; transmission; transportation; defense & aerospace; oil & gas and new areas like BESS and EV chargers.

Nearly 63% of the equity is owned by the Government of India. Company's pan-India presence includes a network of 16 manufacturing facilities, 2 repair units, 4 regional offices, 8 service centers, 3 active joint ventures, 15 regional marketing centers, 3 overseas offices and current project execution at more than 150 project sites across India and abroad. BHEL's highly skilled and committed manpower of approximately 30000+ employees, the best of manufacturing facilities and practices together with the latest technologies, has helped BHEL to deliver a consistent track record of performance. The annual turnover of BHEL for the year 2021-22 was US\$ 2.78 Billion*). More details about the entire range of BHEL's products and operations can be obtained by visiting our web site www.bhel.com.

2.0 About BHEL HPBP Unit, Tiruchirappalli

High Pressure Boiler Plant (HPBP) is one of the major units of BHEL. It is one of the leading boiler manufacturers in the world providing total boiler island solutions for utility, industrial, captive power and heat recovery applications. At present, Trichy unit is designing & manufacturing sub-critical boilers, industrial boilers, CFBC (Circulating Fluidized Bed Combustion) boilers, state-of-art Once-through supercritical boilers and is working on Advanced Ultra Supercritical boilers. It also designs/manufactures Advanced Technology Products like Nuclear Steam Generators, Valves for Power and Industrial applications and Seamless Steel Tubes. The Unit has been accredited with ISO 9001, ISO 14001, OHSAS 18001 and ISO 27001 standard certifications.

3.0 Background for this Pre-bid Tie-up

The NLC INDIA LIMITED (formerly Neyveli Lignite Corporation Limited) (NLCIL) is a Navaratna, 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.

M/s. NLCIL has invited a Tender for setting up of s 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.

The HPBP unit of BHEL located at Tiruchirappalli is responsible for providing total solution for the boiler island. HPBP unit of BHEL, therefore intends to shortlist partners for Pre-bid Tie-up, who meets the Qualifying requirements stipulated by NLC and agree to furnish documentary evidences for their claim. BHEL intend to have Pre-Bid Tie Up with willing qualified associates for bidding for design, supply, erection and commissioning etc., of 2x660 MW Super Critical Lignite fired PF Steam Generators, in the aforesaid project.

4.0 Eligibility Criteria

The parties meeting **Qualification Requirement (Refer Annexure-I)** is eligible to respond to this Pre-bid Tie-up. The respondents, on qualifying the criteria, will be referred as the Qualified Steam Generator Manufacturer (QSGM) / Technology associate.

5.0 Basic Terms of Pre-bid Tie-up

- 5.1 BHEL would be the prime bidder for supply of 2x660 MW Lignite fired boiler. The respondent should be willing to associate with BHEL and support BHEL in the areas of design, engineering, manufacturing, supply, erection, testing & commissioning and performance guarantees.
- 5.2 The respondent should be willing to provide DJU along with Project bid signed by the Qualified Steam Generator Manufacturer / Technology associate, for successful performance of the contract (**As per Annexure-II**).
- 5.3 The respondent should also be willing to sign Pre-Bid MoU for 2x660 MW Lignite fired boiler containing scope of supply, Technical performance guarantees, Commercial Terms & conditions along with bid security of 1% of Bid value of respondent (**As per Annexure –III**) within 30 days of MoU signing.
- 5.4 Respondent to note & agree that Pre-Bid Tie-up and the resulting contract, if any, for this project is on stand-alone basis. Notwithstanding the existence of any claim and /or dispute/s between the parties in respect of any earlier and/or future contract/s, the parties are bound to perform the Pre-Bid Tie-up and the resulting contract, if any. However, the BHEL shall have the right to recover any money, which in their sole opinion is due from the respondent, from any money due to the respondent under this Contract or any other contract/s or from the Security Deposit and /or Bank Guarantee furnished by the respondent under this contract or any other contract/s.
- 5.5 Respondent to note & agree that this Pre-Bid Tie-up is issued for Mutually Exclusive tie up in respect of the project mentioned in Clause 5.3. The respondent shall furnish a declaration that they have not entered in to /will not enter in to any sort of arrangement with any 3rd party in respect of the project mentioned in Clause 5.3 (**As per Annexure – VII**). Both parties will sign Non-Disclosure agreement (**As per Annexure – IV**)
- 5.6 Respondent to agree to all the terms and conditions as stipulated in the tender related to QSGM / Technology Associate as the case to be complied with unconditionally and no deviation will be allowed.
- 5.7 Respondent (Qualified Technology Associate) to provide proof of possession of relevant information (List of Technology Standards,

Similar Contract Calculation & Design Summary) as required by BHEL to execute the project along with qualification & experience of Domain Expert to be employed with period of engagement.

6.0 Documents to be attached along with the response:

- 6.1 Covering Letter signed by an Authorized Signatory on Company letter-head along with Power of Attorney agreeing to the terms of reference of this Pre-Bid Tie-up.
- 6.2 Confirmation from respondent about meeting the requirements of each item mentioned in the Qualification Requirement. Deviations, if any, shall be mentioned clearly.
- 6.3 Technical Write-up describing features of Boiler being offered.
- 6.4 Company Details including address, details of contact person(s), product profile (brochures/catalogues), organization structure and copies of audited Balance Sheet and P&L Account for the last 3 years.
- 6.5 Reference list shall be furnished **(As per Annexure-V)**.
- 6.6 End customer(M/s NLCIL) reserves the right to ask the bidders to provide the certified copies of Experience certificates. For installations outside India, experience certificate is to be authenticated by the Indian Embassy in that country and within India experience certificate is to be attested by Notary Public.
- 6.7 Documents specified in Annexure I along with Experience certificates from the owner of such plants meeting the tender requirements.

7.0 Pre Bid Tie Up Process

- 7.1 BHEL Trichy will analyze the responses received vide this Pre-Bid Tie-up to shortlist the respondents.
- 7.2 Respondents may be asked to make presentation to BHEL, if required.
- 7.3 Competitiveness, Technical suitability and agreement to commercial terms & conditions would be considered for shortlisting associate partners from among the respondents.
- 7.4 Respondents are required to submit the documents and BHEL will scrutinize and inform the Qualified Steam Generator Manufacturer (QSGM) / Technology associate. The qualified respondents are required to submit the Techno-commercial offer along with price bid for finalizing the MoU.

8.0 Resolution of Disputes related to Pre-bid Tie-up and MoU

The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Pre-bid Tie-up and the resulting contract, if any, which the Parties are unable to settle mutually), arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in **Annexure VI** to this Pre-bid Tie-up .

The **Annexure VI** together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions

Except as provided elsewhere in this Pre-bid Tie-up and the resulting contract, if any, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Pre-bid Tie-up and the resulting contract, if any; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Pre-bid Tie-up and the resulting contract, if any ; or , in any manner touching upon the Pre-bid Tie-up and the resulting contract, if any t, then, either Party may , by a notice in writing to other Party refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force .

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provision of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Trichy, Tamil Nadu, India.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to arbitration in terms of clause above, the Courts at Trichy, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Pre-bid Tie-up and the resulting contract, if any.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the vendor shall proceed with and continue without hindrance the

performance of its obligation under this Pre-bid Tie-up and the resulting contract, if any with due diligence and expedition in a professional manner except where the Pre-bid Tie-up and the resulting contract, if any has been terminated by either Party in terms of this Pre-bid Tie-up and the resulting contract, if any.

In Case of Pre-bid Tie-up and the resulting contract, if any with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

In the event of any dispute or difference relating to the interpretation and application of the provisions of Pre-bid Tie-up and the resulting contract, if any (s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013 –DPE (GM)/FTS-1835 dated 22-05-2018.

9.0 Last Date for receipt of response

The last date for receipt of consolidated response to Pre-bid Tie-up at BHEL-Trichy is 18th November 2022, 14:00 Hrs IST. The interested/qualified parties to note that the last date mentioned for pre-bid tie-up has been specified considering the due date of tender by end Customer and no extension is possible on account of the above.

10.0 Mode of Submission of Documents

In sealed cover to the tender cell or the tender cell e-mail ID (**tender_cell@bhel.in**) so as to reach on or before the date mentioned above. The cover shall be superscribed with Reference number and the words “Expression of Interest – Associate with BHEL for NLC 2X660 MW Super Critical Lignite Fired Boiler”. In case of offer by e-mail to tender cell email ID, the words “Expression of Interest – Associate with BHEL for NLC 2X660 MW Super Critical Lignite Fired Boiler” shall be in the Subject field of e-mail.

The documents as above should be submitted in a sealed envelope and should bear the name, e-mail ID, address and telephone number of the respondent. The envelope should be addressed to “The tender opening cell / MM, Room No: 26, Building No: 24, Ground Floor, Bharat Heavy Electricals Ltd, Trichy – 620014, INDIA”.

In case of submission of Pre-bid Tie-up through the tender cell e-mail, the original hard copy of the attachments along with printout of e-mail shall be sent by post or courier so as to reach the below mentioned contact persons on or before 21st November 2022.

CONTACT PERSONS:

Mr S B Rajesh Kummar	Mr K.Prakash
Deputy Manager (MM/BOI) High Pressure Boiler Plant	Manager (Marketing/FB) High Pressure Boiler Plant
Tiruchirappalli	Tiruchirappalli
Tamil Nadu- 620014	Tamil Nadu- 620014
India	India

Phone: 0431-2574166	Phone: 0431-2577147
E-mail: sbrajesh@bhel.in	E-mail: prakashk@bhel.in

11.0 Disclaimer

- 11.1 The information contained in this Pre-bid Tie-up or subsequently provided to respondent(s), whether verbally or in document or in any other form, by or on behalf of BHEL or any of its employees or advisors, is provided to respondent(s) on the terms and conditions set out in this PRE-BID TIE-UP and such other terms and conditions subject to which such information is provided.
- 11.2 This Pre-bid Tie-up is neither an agreement nor an offer by BHEL to the prospective respondent(s) or any other person. The purpose of this PRE-BID TIE-UP is to provide interested parties with information that may be useful to them in the formulation of their response for qualification pursuant to this Pre-bid Tie-up.
- 11.3 BHEL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any respondent upon the statements contained in this Pre-bid Tie-up.
- 11.4 The issue of this Pre-bid Tie-up does not imply that BHEL is bound to select and shortlist respondent(s) for next stage or to enter into any joint working agreements with shortlisted respondent(s).
- 11.5 BHEL at its discretion may extend the due date for submission of Pre-bid Tie-up and the decision of BHEL in this respect would be final and binding on the respondent(s).
- 11.6 Notwithstanding anything contained in this Pre-bid Tie-up, BHEL reserves the right to accept or reject any application and to annul the Pre-bid Tie-up process and reject all applications, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that BHEL rejects or annuls all the applications, it may, at its discretion, invite all eligible parties/respondents to submit fresh responses.
- 11.7 BHEL reserves the right to disqualify any respondent during or after completion of Pre-bid Tie-up process, if it is found there was a material misrepresentation by any such respondent or the respondent fails to provide, within the specified time, supplemental information sought by BHEL.
- 11.8 BHEL reserves the right to verify all statements, information and documents submitted by the respondent in response to this Pre-bid Tie-up. Any such verification or lack of such verification by BHEL shall not relieve the respondent of his obligations or liabilities hereunder nor will it affect any rights of BHEL.
- 11.9 The respondent shall bear all costs associated with the preparation, Technical discussion/presentation and submission of response/quote. BHEL shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the Pre-bid Tie-up process.
- 11.10 Canvassing in any form by the respondent or by any other agency on their behalf may lead to disqualification of their response/quote.

12.0 List of Annexures

Annexure- I: - Qualification Requirement

Annexure II: - Deed of Joint Undertaking (DJU format)

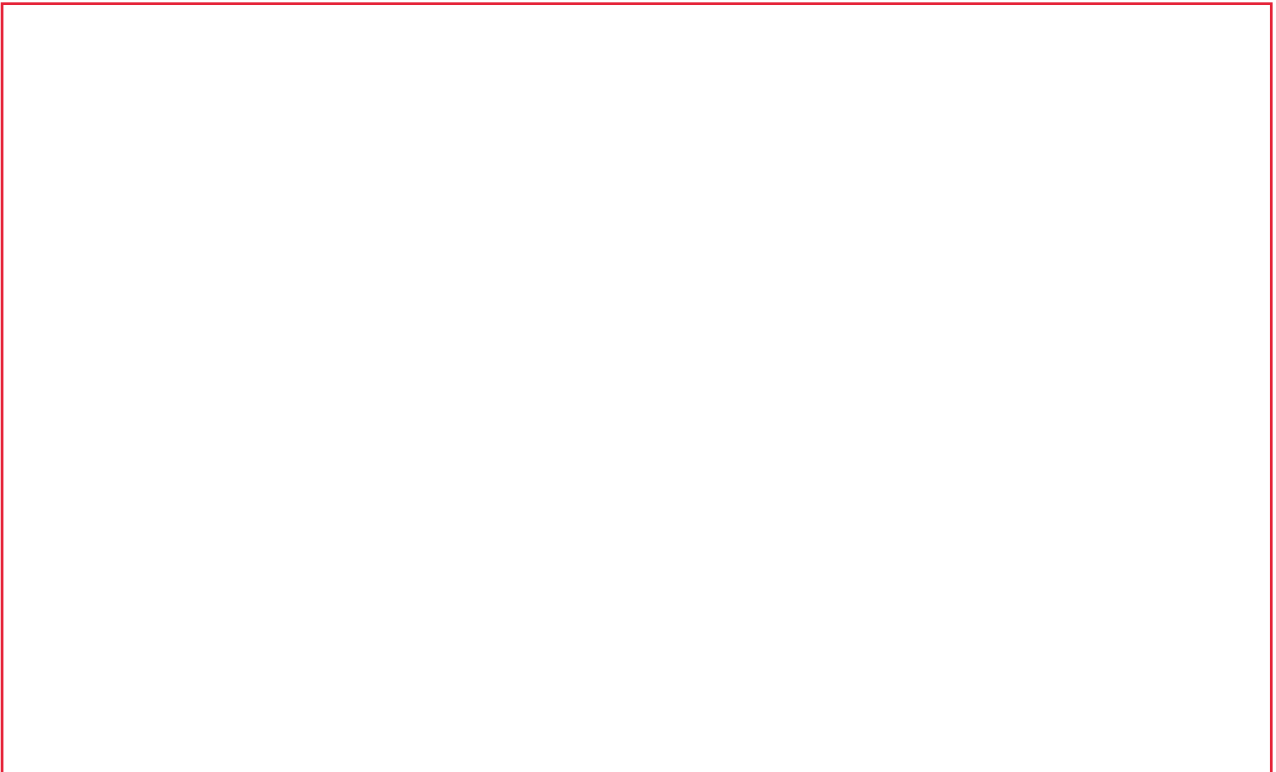
Annexure III: - Bid Security

Annexure IV: - Third Party Non-Disclosure Agreement (NDA)

Annexure V : - Experience List

Annexure VI :- Procedure for Conduct of Conciliation Proceedings

Annexure VII:- Self Declaration Format

**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%



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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.



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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.



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- (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>		



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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.



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(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%



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	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.



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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:



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(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%



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	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



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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%



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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



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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



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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%



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(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		



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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,



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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%



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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>		



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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),



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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 /



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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



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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



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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



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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



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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.



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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



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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)



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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,



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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)



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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



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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



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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



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	(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



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		fabrication and core building facility. • Stator bar manufacturing and heavy machining facility for fabricated items.		
5.	Generator Rotor	• Rotor machining including slotting. • Rotor assembly and balancing. • Exciter manufacturing & testing. • Rotor winding facility	42	15
6.	Generator Assembly	• 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,



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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



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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.



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- 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 supplied 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.



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- 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



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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



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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.

**FORM OF DEED OF JOINT UNDERTAKING FOR ROUTE 2 (Collaborator)
FOR STEAM GENERATOR AND AUXILIARIES**

(As per clause 3.2.2 & 3.2.3 of the QR document)

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR AND
APPLICABLE SIGNATORIES MEETING THE REQUIREMENTS OF ROUTE 2 FOR
SUCCESSFUL PERFORMANCE OF THE STEAM GENERATOR AND AUXILIARIES**

This DEED OF JOINT UNDERTAKING executed on this day ofTwo Thousand by **M/s** a company incorporated under the Companies Act of India, having its Registered Office at (hereinafter called the “**Bidder/Contractor/Indian Steam Generator and Steam Turbine Generator Manufacturer**” which expression shall include its successors, administrators, executors and permitted assigns)

M/s..... a Company incorporated under having its Registered Office at..... (hereinafter called the “ **Foreign Qualified Steam Generator Manufacturer (Collaborator)**”, which expression shall include its successors, administrators, executors and permitted assigns) and

in favour of NLC INDIA Ltd., A Government of India Enterprise, incorporated under the Companies Act, having its Registered Office at No.135, EVR PERIYAR HIGH ROAD,KILPAUK, CHENNAI – 600 010, India, (hereinafter called “NLCINDIA” or “**Purchaser**” which expression shall include its successors, administrators, executors and assigns).

WHEREAS the Purchaser invited bids for EPC Package for **TPS II 2nd Expansion Thermal Power Project (2X660 MW), Neyveli, Tamil Nadu** (hereinafter referred to as "Plant") vide its Bidding Document No.: **XXXXXX**.

AND WHEREAS clause 3.2.1 (A) of Qualifying Requirement (QR) ,stipulate that the bidder (Indian Steam Generator and Steam Turbine Generator Manufacturing Company)should have a valid ongoing collaboration and technology transfer agreement including license to manufacture and supply 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) of QR, valid minimum up to the end of the warranty period of the contract.

AND WHEREAS clause 3.2.2 of QR, stipulate that the bidder, as Indian Steam Generator and Steam Turbine Generator Manufacturer shall furnish a Deed of Joint Undertaking executed by him and the Foreign Qualified Steam Generator Manufacturer who meets the requirement of Clause 3.1.1(A) of QR.

WHEREAS **M/s** (Bidder) is submitting its proposal in response to the Invitation for Bid by the Purchaser for EPC Package for **TPS II 2nd Expansion Thermal Powesr Project (2X660 MW), Neyveli, Tamil Nadu** against the Purchaser’s Bidding Documents.

AND WHEREAS **M/s**..... (Bidder) as Indian Steam Generator and Steam Turbine Generator Manufacturer and **M/s**..... ("Foreign Qualified Steam Generator Manufacturer"

as the associate of the bidder) are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint Undertaking and be jointly and severally liable to the Purchaser for successful performance of the Supercritical Steam generator and auxiliaries(as per **Annexure-I**) fully meeting the guaranteed parameters & characteristics as per Bidding Documents in the event the Bid is accepted by the Purchaser resulting into a Contract/ contracts.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

*1. That in consideration of the award of the Contract(s) by the Purchaser to the Contractor, we **the Contractor, Foreign Qualified Steam Generator Manufacturer** do hereby declare and undertake that we shall be jointly and severally responsible to the Purchaser for the successful implementation of the Phased Manufacturing Program as specified in the said Contract(s).

2. We, **the Contractor and Foreign Qualified Steam Generator Manufacturer** do jointly hereby undertake, declare and confirm that we shall be fully responsible for ensuring a valid technology transfer agreement including license to manufacture and supply in India between the Qualified Steam Generator Manufacturer, Subsidiary(ies), Subsidiary Company of Indian Manufacturing Company, , the technology provider (if any) and the Indian Manufacturing Company covering the type, size and rating of the Steam Generator sets specified, valid minimum up to the end of the warranty period of the contract. The technology transfer agreement necessarily covers transfer of technological know-how for super critical Steam Generator sets in the form of complete transfer of design dossier, design software's, drawings and documentation, quality system manuals and imparting relevant personnel training to the Indian Manufacturing Company. Further technology transfer agreement has provision that the transfer of technology to the Indian Manufacturing Company shall be complete by the time last supercritical unit is supplied by the Contractor under this Tender.

3. We, **the Contractor and Foreign Qualified Steam Generator Manufacturer** do further undertake, declare and confirm that we shall be fully responsible for imparting relevant training to the personnel of the Indian Manufacturing Company as part of the technology transfer agreement between us and the Indian Manufacturing Company.

4. That in consideration of the award of the Contract by the Purchaser to the Contractor, we, **the Foreign Qualified Steam Generator Manufacturer and the Contractor**, do hereby declare and undertake that we shall be jointly and severally responsible to the Purchaser for the execution of complete scope of SG & Auxiliaries package and successful performance of all the Steam generator sets and their auxiliaries (as per **Annexure-I**) as well as thermal performance and guaranteed parameters of Steam Generator and Auxiliaries as specified in the said contract(s) to the satisfaction of the Purchaser.

5. In case of any breach of the Contracts committed by the Contractor, we **the Foreign Qualified Steam Generator Manufacturer** do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Steam and Generator and their auxiliaries (as defined in Annexure-I), as well as thermal performance and guaranteed parameters and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated under the Contract. Further, if the Purchaser sustains any loss or damage on account of any breach of the Contracts related to any of the steam generator sets and their auxiliaries (as defined in Annexure-I), **we the Foreign Qualified Steam Generator Manufacturer and the Contractor** jointly and severally undertake to promptly indemnify and pay such losses / damages caused to the Purchaser on its written demand without any demur,

reservation, contest or protest in any manner whatsoever. Determination of losses/ damages shall be in line with provisions on Limitation of Liability, *(As per relevant clause of Tender Specification)*

The aggregate liability of the Bidder/Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price of EPC Package for **TPS II 2nd Expansion Thermal Power Project (2X660 MW), Neyveli, Tamil Nadu**, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement as per provisions of bidding documents (Relevant Clauses of Tender Specification).

The liability of the Foreign Qualified Steam Generator Manufacturer shall be limited to an amount calculated @ **15 %** of total contract price of EPC package to be supplied by the Bidder / Contractor. This is without prejudice to any right of Purchaser against the Contractor under the Contract and all guarantees.

Without prejudice to the joint and several obligations of the Contractor, the **Foreign** Qualified Steam Generator Manufacturer hereunder, the analysis/investigations of the non-performance of the equipment may initially be carried out by the Contractor, within a period of 15 days from the date of reference of the problem by the Purchaser before the Purchaser approaches **Foreign** Qualified Steam Generator Manufacturer for any such analysis/ investigation. It shall not be necessary or obligatory for the Purchaser to first proceed against the Contractor before proceeding against the **Foreign** Qualified Steam Generator Manufacturer and, nor any extension of time nor any relaxation given by the Purchaser to the Contractor shall prejudice any right of Purchaser under this Deed of Joint Undertaking to proceed against the **Foreign** Qualified Steam Generator Manufacturer, and Contractor.

6. Without prejudice to the generality of the undertaking in paragraphs above the manner of achieving the objectives set forth in paragraphs above shall be as follows:

a) We, the **Foreign** Qualified Steam Generator Manufacturer, shall be fully responsible for engineering, preparation of all design, design calculations and manufacturing drawings for all the Steam Generators and selection of their auxiliaries (as defined in **Annexure-I**) and interfacing & integrating all Steam Generators with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Steam Generators and auxiliaries as well as thermal performance meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract(s).

b) We, the **Foreign** Qualified Steam Generator Manufacturer, shall provide all additional necessary technical assistance to the Contractor for the portion of work to be performed by the Contractor. This shall include:

- (i) Thermal and hydraulic design of lignite fired Steam Generators as well as design of structural/ supporting system including mill and bunker building, buck-stay system etc
- (ii) Selection of auxiliaries for all Steam Generators
- (iii) Design of controls, protections and interlocks for all the Steam Generators and their auxiliaries for their safe and reliable operation as integral units with other equipment's of the Main Plant
- (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system for Steam Generators & auxiliaries and for their proper interfacing and integration
- (v) Selection and complete design of drying, milling and firing system for the lignite using beater wheel mills including the design of beater wheel mills itself

Further, we, the **Foreign Qualified Steam Generator Manufacturer**, shall extend our quality surveillance/supervision/quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's works and/or at Purchaser's project site. Without prejudice to the overall responsibilities of the **Foreign Qualified Steam Generator Manufacturer** as to the successful commissioning and the performance of the Steam Generator Sets & their auxiliaries (as defined in **Annexure-I**), the **Foreign Qualified Steam Generator Manufacturer** shall depute its technical experts from time to time to the Contractor's works/ Purchaser's project site, as mutually agreed upon between the Purchaser and the Contractor in accordance with the stipulations of the Contracts.

c) We, the **Foreign Qualified Steam Generator Manufacturer**, will supply equipment/components manufactured at our works or at our vendor's works including repair or replacement, if necessary as per requirements/ schedule specified in the Contracts.

d) We, the **Foreign Qualified Steam Generator Manufacturer**, will be fully responsible for the quality of manufacture of all equipment/main assembly/components for incorporation in the Steam Generator Sets & their auxiliaries (as defined in **Annexure-I**). For the items to be manufactured by the Contractor at his or his vendor's works as per the **Foreign Qualified Steam Generator Manufacturer's** design, the **Foreign Qualified Steam Generator Manufacturer** shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at **Foreign Qualified Steam Generator Manufacturer's** works and shall meet **Foreign Qualified Steam Generator Manufacturer's** approval/ acceptance.

e) The Contractor shall be responsible to manufacture portion of the equipment which are to be manufactured at its works or its vendor's works as per the Associate's/Collaborator's design and to the Associate's/Collaborator's quality acceptance level (to be finalized. during award of Contract). Further, the Contractor shall erect, commission and carry out the performance tests of all the Steam Generator Sets & their auxiliaries (as defined in **Annexure-I**) as per the Contract in accordance with the Collaborator's advice, procedure and guidance. In case there is any need to modify the design/ drawings/ procedure in certain areas, the Contractor shall seek specific approval of the **Foreign Qualified Steam Generator Manufacturer** before proceeding further.

f) In the event any problem is encountered during design, manufacture, erection, testing and commissioning or if the Contractor fails to demonstrate during the Guarantee tests that Steam Generator & their auxiliaries (as defined in **Annexure-I**) meet the guaranteed parameters and demonstration parameters as specified in the Contract the **Foreign Qualified Steam Generator Manufacturer** shall promptly provide all technical assistance/services/support to analyze and suggest corrective measures/modifications to the equipment/ systems of all the Steam Generator & their auxiliaries (as defined in **Annexure-I**) directly to the Purchaser and the Contractor & the **Foreign Qualified Steam Generator Manufacturer** shall promptly carry out all corrective measures and modifications (as suggested by the **Foreign Qualified Steam Generator Manufacturer** and agreed by the Purchaser) for each of their respective equipment/systems supplied by them at their own expense. Thereafter, the Contractor and the **Foreign Qualified Steam Generator Manufacturer** shall demonstrate the successful performance meeting the guaranteed parameters and demonstration parameters.

7. We, the **Contractor, Foreign Qualified Steam Generator Manufacturer** do hereby undertake and confirm that this Deed of Joint Undertaking shall be initially valid till ninety (90) days beyond the scheduled date of completion of Warranty period of all the equipment/ component covered under the contract **or completion of the Phased Manufacturing Program under the Contract(s), whichever occurs later*. In case of delay in completion of the warranty period under the Contract(s) **or delay in*

completion of the Phased Manufacturing Program, beyond the aforesaid period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. However, this deed of Joint Undertaking shall terminate at the latest 24 months from the scheduled end of warranty period of the last unit under the contract **or completion of Phased Manufacturing Programme, whichever occurs later*. We, **the Contractor, Foreign Qualified Steam Generator Manufacturer** do further undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till its validity. We further agree that this Deed of Joint Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Guarantee as well as other obligations of the Contractor in terms of the Contract(s).

8. In case of award, in addition to Contract Performance Guarantee furnished by Bidder, the **Foreign Qualified Steam Generator Manufacturer** shall furnish 'as security' an on demand performance back up Bank Guarantee in favour of the Purchaser as per provisions of the Bidding Documents. The value of such Bank Guarantee to be submitted by the **Foreign Qualified Steam Generator Manufacturer** shall be **0.75 %** of the Total Contract Price of the EPC package as awarded by the Purchaser to the Contractor and it shall be guarantee towards the faithful performance/ compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein.

The aforesaid Bank Guarantees shall be guarantee towards the faithful performance/ compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The bank guarantee shall be unconditional, irrevocable and initially valid till ninety (90) days beyond the scheduled date of completion of warranty period of all the equipment/ component covered under the Contract(s) for EPC Package **or completion of the Phased Manufacturing Program under the Contract(s), whichever occurs later*. In case of delay in completion of the warranty period under the Contract(s) **or delay incompletion of the Phased Manufacturing Program*, beyond the aforesaid period, the validity of this Bank Guarantee shall be extended by such period of delay. However, this Bank Guarantee shall terminate at the latest 27 months from the scheduled end of warranty period of the last unit under the contract **or completion of Phased Manufacturing Programme, whichever occurs later*. The guarantee amount shall be promptly paid to the Purchaser on demand without any demur, reservation, protestor contest.

9. Any dispute that may arise between the Purchaser and **the Foreign Qualified Steam Generator Manufacturer or the Contractor** in connection with this Deed of Joint Undertaking shall be finally settled as per arbitration procedure/ rules mentioned in the relevant clause of Tender Specification. This deed of undertaking shall be construed and interpreted in accordance with the Laws of India.

10. We, **the Contractor, Foreign Qualified Steam Generator Manufacturer** agree that this Deed of Joint Undertaking shall form an integral part of the Contracts for this package. We further agree that this Undertaking shall continue to be enforceable till its validity.

11. That this Deed of Joint Undertaking shall be operative from the effective date of the Contracts.

IN WITNESS WHEREOF, the **Foreign Qualified Steam Generator Manufacturer** and the Contractor through their authorized representatives, have executed these presents and affixed common seal of their respective companies on the day, month and year first mentioned above.

1. For M/s.....
(BIDDER / CONTRACTOR)

WITNESS:

.....

(Signature, Name & Address)

.....

(Signature of the Authorised Representative)

Address)

Name.....

Designation.....

Common Seal of the Company

.....

2. For M/s.....

(Foreign Qualified Steam Generator

Manufacturer)

WITNESS:

.....

(Signature, Name & Address)

.....

(Signature of the Authorized Representative)

Address)

Name.....

Designation.....

Common Seal of the Company

.....

Note:

- (i) This DJU format is to be read in conjunction with the QR clause applicable to the bidder and also the "Notes" there under applicable to the various QR clauses.
- (ii) Bidder to strike out if any signatory is not applicable. Bidder shall strike out clauses/phrases/paragraphs indicated with ' * ' , which are not applicable. However, such modifications are subject to concurrence of the Purchaser.
- (iii) Power of Attorney of the persons signing on behalf of each of the executants is to be furnished by bidder and to be attached along with the signed Deed of Joint Undertaking.

Annexure 1-Indicative List of Systems/Equipments for “Steam Generator & Auxiliaries”

Scope for steam generator and auxiliaries shall cover the following but not limited, for the purpose of Deed of Joint Undertaking (DJU):

1. Steam Generator(s) complete with all associated auxiliaries including power cycle piping/critical steam piping, including Selective Catalytic Reduction system (SCR) along with Ammonia storage and handling system
2. Complete pressure parts, Integral piping, mounting and fittings, Start-up & circulation system, including blow down tanks
3. Air & flue gas system covering complete draft plant including, ducts, dampers, RAPHs& SCAPHs, FD & ID and other fans etc,
4. Lignite Bunkers and bunker bay structures, Lignite feeders, lignite preparation, drying and beater wheel milling and complete Lignite firing system including burners
5. Fuel oil unloading system (for HSD/LDO), Fuel oil pressurizing system, Complete Fuel oil firing system including oil burners & scanners etc.
6. Bottom ash handling system, including After Burning Grates, Slag Conveyors and allied system equipment
7. Electrostatic Precipitators (ESP), ESP Control Room with passenger Elevator
8. All structural steel structures for SG and Auxiliaries, including platforms, stairs, galleries, walkways, roofing, piping, valves, supports etc.
9. Auxiliary Boiler
10. Piping & other systems for SG & Auxiliaries portion including,
 - Auxiliary steam piping
 - Low pressure piping
 - Equipment cooling water system
 - Boiler fill system
 - Aux PRDS
 - Service and potable water System
 - Pipe & Cable racks
 - AC & Ventilation System
 - Plant & Instrument Air Systems
11. Soot blowing system with water lances, steam soot blowers, piping, valves, controls etc.
12. Refractory, Thermal Insulation and Cladding
13. Vibration Isolation & Spring System (as applicable)
14. Complete civil & structural works for steam generator & auxiliaries
15. Complete Electrical systems including Motors of all Auxiliaries, Transformers and Electric Actuators etc
16. Complete control and instrumentation Systems for the steam generator & its auxiliaries including protection and burner management system

**FORM OF DEED OF JOINT UNDERTAKING FOR ROUTE 2 (Associate)
FOR STEAM GENERATOR AND AUXILIARIES**

(As per clause 3.2.2 & 3.2.3 of the QR document)

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR AND
APPLICABLE SIGNATORIES MEETING THE REQUIREMENTS OF ROUTE 2 FOR
SUCCESSFUL PERFORMANCE OF THE STEAM GENERATOR AND AUXILIARIES**

This DEED OF JOINT UNDERTAKING executed on this..... day ofTwo Thousand
by **M/s** a company incorporated under the Companies Act of India, having
its Registered Office at (hereinafter called the “**Bidder/Contractor/Indian
Steam Generator and Steam Turbine Generator Manufacturer**” which expression shall include its
successors, administrators, executors and permitted assigns)

M/s..... a Company incorporated under having its
Registered Office at..... (hereinafter called the “ **Foreign
Qualified Steam Generator Manufacturer (Associate)**”, which expression shall include its successors,
administrators, executors and permitted assigns) and

in favour of NLC INDIA Ltd., A Government of India Enterprise, incorporated under the Companies Act,
having its Registered Office at No.135, EVR PERIYAR HIGH ROAD, KILPAUK, CHENNAI – 600 010, India,
(hereinafter called “NLCINDIA” or “**Purchaser**” which expression shall include its successors,
administrators, executors and assigns).

WHEREAS the Purchaser invited bids for EPC Package for **TPS II 2nd Expansion Thermal Power Project
(2X660 MW)**, Neyveli, Tamil Nadu (hereinafter referred to as "Plant") vide its Bidding Document No.:
XXXXXX.

AND WHEREAS clause 3.2.1 (B) of Qualifying Requirement (QR), stipulate that the Bidder (Indian Steam
Generator and Steam Turbine Generator Manufacturing Company) shall associate with a Foreign
Qualified Steam Generator Manufacturer meeting requirements of clause 3.1.1(A).

AND WHEREAS clause 3.2.2 of QR, stipulate that the bidder, as Indian Steam Generator and Steam
Turbine Generator Manufacturer shall furnish a Deed of Joint Undertaking executed by him and the
Foreign Qualified Steam Generator Manufacturer who meets the requirement of Clause 3.1.1(A) of QR.

WHEREAS M/s (Bidder) is submitting its proposal in response to the Invitation for Bid by the
Purchaser for EPC Package for **TPS II 2nd Expansion Thermal Power Project (2X660 MW)**, Neyveli, Tamil
Nadu against the Purchaser’s Bidding Documents.

AND WHEREAS M/s..... (Bidder) as Indian Steam Generator and Steam Turbine
Generator Manufacturer and M/s..... ("Foreign Qualified Steam Generator Manufacturer"
as the associate of the bidder) are required to jointly execute and furnish along with the bid an
irrevocable Deed of Joint Undertaking and be jointly and severally liable to the Purchaser for successful
performance of the Supercritical Steam generator and auxiliaries(as per **Annexure-I**) fully meeting the

guaranteed parameters & characteristics as per Bidding Documents in the event the Bid is accepted by the Purchaser resulting into a Contract/ contracts.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. That in consideration of the award of the Contract by the Purchaser to the Contractor, we, **the Foreign Qualified Steam Generator Manufacturer and the Contractor**, do hereby declare and undertake that we shall be jointly and severally responsible to the Purchaser for the execution of complete scope of SG & Auxiliaries package and successful performance of all the Steam generator sets and their auxiliaries (as per **Annexure-I**) as well as thermal performance and guaranteed parameters of Steam Generator and Auxiliaries as specified in the said contract(s) to the satisfaction of the Purchaser.

2. In case of any breach of the Contracts committed by the Contractor, we **the Foreign Qualified Steam Generator Manufacturer** do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Steam and Generator and their auxiliaries (as defined in Annexure-I), as well as thermal performance and guaranteed parameters and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated under the Contract. Further, if the Purchaser sustains any loss or damage on account of any breach of the Contracts related to any of the steam generator sets and their auxiliaries (as defined in Annexure-I), **we the Foreign Qualified Steam Generator Manufacturer and the Contractor** jointly and severally undertake to promptly indemnify and pay such losses / damages caused to the Purchaser on its written demand without any demur, reservation, contest or protest in any manner whatsoever. Determination of losses/ damages shall be in line with provisions on Limitation of Liability, *(As per relevant clause of Tender Specification)*

The aggregate liability of the Bidder/Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price of EPC Package for **TPS II 2nd Expansion Thermal Power Project (2X660 MW), Neyveli, Tamil Nadu**, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement as per provisions of bidding documents (Relevant Clauses of Tender Specification).

The liability of the Foreign Qualified Steam Generator Manufacturer shall be limited to an amount calculated @ 36 % of total contract price of EPC package to be supplied by the Bidder / Contractor. This is without prejudice to any right of Purchaser against the Contractor under the Contract and all guarantees.

Without prejudice to the joint and several obligations of the Contractor, the **Foreign** Qualified Steam Generator Manufacturer hereunder, the analysis/investigations of the non-performance of the equipment may initially be carried out by the Contractor, within a period of 15 days from the date of reference of the problem by the Purchaser before the Purchaser approaches **Foreign** Qualified Steam Generator Manufacturer for any such analysis/ investigation. It shall not be necessary or obligatory for the Purchaser to first proceed against the Contractor before proceeding against the **Foreign** Qualified Steam Generator Manufacturer and, nor any extension of time nor any relaxation given by the Purchaser to the Contractor shall prejudice any right of Purchaser under this Deed of Joint Undertaking to proceed against the **Foreign** Qualified Steam Generator Manufacturer, and Contractor.

3. Without prejudice to the generality of the undertaking in paragraphs above the manner of achieving the objectives set forth in paragraphs above shall be as follows:

a) We, the **Foreign** Qualified Steam Generator Manufacturer, shall be fully responsible for engineering, preparation of all design, design calculations and manufacturing drawings for all the Steam Generators and selection of their auxiliaries (as defined in **Annexure-I**) and interfacing & integrating all Steam Generators with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Steam Generators and auxiliaries as well as thermal performance meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract(s).

b) We, the **Foreign** Qualified Steam Generator Manufacturer, shall provide all additional necessary technical assistance to the Contractor for the portion of work to be performed by the Contractor. This shall include:

- (i) Thermal and hydraulic design of lignite fired Steam Generators as well as design of structural/ supporting system including mill and bunker building, buck-stay system etc
- (ii) Selection of auxiliaries for all Steam Generators
- (iii) Design of controls, protections and interlocks for all the Steam Generators and their auxiliaries for their safe and reliable operation as integral units with other equipment's of the Main Plant
- (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system for Steam Generators & auxiliaries and for their proper interfacing and integration
- (v) Selection and complete design of drying, milling and firing system for the lignite using beater wheel mills including the design of beater wheel mills itself

Further, we, the **Foreign** Qualified Steam Generator Manufacturer, shall extend our quality surveillance/ supervision/quality control to the Contractor during manufacture, erection, commissioning and performance testing, both at Contractor's works and/or at Purchaser's project site. Without prejudice to the overall responsibilities of the **Foreign** Qualified Steam Generator Manufacturer as to the successful commissioning and the performance of the Steam Generator Sets & their auxiliaries (as defined in **Annexure-I**), the **Foreign** Qualified Steam Generator Manufacturer shall depute its technical experts from time to time to the Contractor's works/ Purchaser's project site, as mutually agreed upon between the Purchaser and the Contractor in accordance with the stipulations of the Contracts.

c) We, the **Foreign** Qualified Steam Generator Manufacturer, will supply equipment/components manufactured at our works or at our vendor's works including repair or replacement, if necessary as per requirements/ schedule specified in the Contracts.

d) We, the **Foreign** Qualified Steam Generator Manufacturer, will be fully responsible for the quality of manufacture of all equipment/main assembly/components for incorporation in the Steam Generator Sets & their auxiliaries (as defined in **Annexure-I**). For the items to be manufactured by the Contractor at his or his vendor's works as per the **Foreign** Qualified Steam Generator Manufacturer's design, the **Foreign** Qualified Steam Generator Manufacturer shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the same quality of equipment as if manufactured at **Foreign** Qualified Steam Generator Manufacturer's works and shall meet **Foreign** Qualified Steam Generator Manufacturer's approval/ acceptance.

e) The Contractor shall be responsible to manufacture portion of the equipment which are to be manufactured at its works or its vendor's works as per the **Foreign** Qualified Steam Generator Manufacturer's design and to the **Foreign** Qualified Steam Generator Manufacturer's quality acceptance level (to be finalized. during award of Contract). Further, the Contractor shall erect, commission and carry out the performance tests of all the Steam Generator Sets & their auxiliaries (as defined in **Annexure-I**) as per the Contract in accordance with the Associate's advice, procedure and guidance. In

case there is any need to modify the design/ drawings/ procedure in certain areas, the Contractor shall seek specific approval of the **Foreign** Qualified Steam Generator Manufacturer before proceeding further.

f) In the event any problem is encountered during design, manufacture, erection, testing and commissioning or if the Contractor fails to demonstrate during the Guarantee tests that Steam Generator & their auxiliaries (as defined in **Annexure-I**) meet the guaranteed parameters and demonstration parameters as specified in the Contract the **Foreign** Qualified Steam Generator Manufacturer shall promptly provide all technical assistance/services/support to analyze and suggest corrective measures/modifications to the equipment/ systems of all the Steam Generator & their auxiliaries (as defined in **Annexure-I**) directly to the Purchaser and the Contractor & the **Foreign** Qualified Steam Generator Manufacturer shall promptly carry out all corrective measures and modifications (as suggested by the **Foreign** Qualified Steam Generator Manufacturer and agreed by the Purchaser) for each of their respective equipment/systems supplied by them at their own expense. Thereafter, the Contractor and the **Foreign** Qualified Steam Generator Manufacturer shall demonstrate the successful performance meeting the guaranteed parameters and demonstration parameters.

4. We, **the Contractor and Foreign Qualified Steam Generator Manufacturer** do further undertake, declare and confirm that we shall be fully responsible for imparting relevant training to the personnel of the Indian Manufacturing Company.

5. We, **the Contractor, Foreign Qualified Steam Generator Manufacturer** do hereby undertake and confirm that this Deed of Joint Undertaking shall be initially valid till ninety (90) days beyond the scheduled date of completion of Warranty period of all the equipment/ component covered under the contract. In case of delay in completion of the warranty period under the Contract(s) beyond the aforesaid period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. However, this deed of Joint Undertaking shall terminate at the latest 24 months from the scheduled end of warranty period of the last unit under the contract. We, **the Contractor, Foreign Qualified Steam Generator Manufacturer** do further undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till its validity. We further agree that this Deed of Joint Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Guarantee as well as other obligations of the Contractor in terms of the Contract(s).

6. In case of award, in addition to Contract Performance Guarantee furnished by Bidder, the **Foreign** Qualified Steam Generator Manufacturer shall furnish 'as security' an on demand performance back up Bank Guarantee in favour of the Purchaser as per provisions of the Bidding Documents. The value of such Bank Guarantee to be submitted by the **Foreign** Qualified Steam Generator Manufacturer shall be **1.5 %** of the Total Contract Price of the EPC package as awarded by the Purchaser to the Contractor and it shall be guarantee towards the faithful performance/ compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein.

The aforesaid Bank Guarantees shall be guarantee towards the faithful performance/ compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The bank guarantee shall be unconditional, irrevocable and initially valid till ninety (90) days beyond the scheduled date of completion of warranty period of all the equipment/ component covered under the Contract(s) for EPC Package . In case of delay in completion of the warranty period under the Contract(s) , the validity of this Bank Guarantee shall be extended by such period of delay. However, this Bank

Guarantee shall terminate at the latest 27 months from the scheduled end of warranty period of the last unit under the contract. The guarantee amount shall be promptly paid to the Purchaser on demand without any demur, reservation, protestor contest.

7. Any dispute that may arise between the Purchaser and **the Foreign Qualified Steam Generator Manufacturer or the Contractor** in connection with this Deed of Joint Undertaking shall be finally settled as per arbitration procedure/ rules mentioned in the relevant clause of Tender Specification. This deed of undertaking shall be construed and interpreted in accordance with the Laws of India.

8. We, **the Contractor, Foreign Qualified Steam Generator Manufacturer** agree that this Deed of Joint Undertaking shall form an integral part of the Contracts for this package. We further agree that this Undertaking shall continue to be enforceable till its validity.

9 . That this Deed of Joint Undertaking shall be operative from the effective date of the Contracts.

IN WITNESS WHEREOF, the **Foreign** Qualified Steam Generator Manufacturer and the Contractor through their authorized representatives, have executed these presents and affixed common seal of their respective companies on the day, month and year first mentioned above.

WITNESS:

.....

(Signature, Name & Address)

1. For M/s.....
(BIDDER / CONTRACTOR)

.....
(Signature of the Authorised Representative)

Address)

Name.....

Designation.....

Common Seal of the Company

.....

WITNESS:

.....

(Signature, Name & Address)

2. For M/s.....
(Foreign Qualified Steam Generator
Manufacturer)

.....
(Signature of the Authorized Representative)

Address)

Name.....

Designation.....

Common Seal of the Company

.....

Note:

- (i) This DJU format is to be read in conjunction with the QR clause applicable to the bidder and also the “Notes” there under applicable to the various QR clauses.
- (ii) Bidder shall strike out clauses/phrases/paragraphs indicated with ‘ * ’ , which are not applicable. However, such modifications are subject to concurrence of the Purchaser.
- (iii) Power of Attorney of the persons signing on behalf of each of the executants is to be furnished by bidder and to be attached along with the signed Deed of Joint Undertaking.

Annexure 1-Indicative List of Systems/Equipments for “Steam Generator & Auxiliaries”

Scope for steam generator and auxiliaries shall cover the following but not limited, for the purpose of Deed of Joint Undertaking (DJU):

1. Steam Generator(s) complete with all associated auxiliaries including power cycle piping/critical steam piping, including Selective Catalytic Reduction system (SCR) along with Ammonia storage and handling system
2. Complete pressure parts, Integral piping, mounting and fittings, Start-up & circulation system, including blow down tanks
3. Air & flue gas system covering complete draft plant including, ducts, dampers, RAPHs& SCAPHs, FD & ID and other fans etc,
4. Lignite Bunkers and bunker bay structures, Lignite feeders, lignite preparation, drying and beater wheel milling and complete Lignite firing system including burners
5. Fuel oil unloading system (for HSD/ LDO), Fuel oil pressurizing system, Complete Fuel oil firing system including oil burners & scanners etc.
6. Bottom ash handling system, including After Burning Grates, Slag Conveyors and allied system equipment
7. Electrostatic Precipitators (ESP), ESP Control Room with passenger Elevator
8. All structural steel structures for SG and Auxiliaries, including platforms, stairs, galleries, walkways, roofing, piping, valves, supports etc.
9. Auxiliary Boiler
10. Piping & other systems for SG & Auxiliaries portion including,
 - Auxiliary steam piping
 - Low pressure piping
 - Equipment cooling water system
 - Boiler fill system
 - Aux PRDS
 - Service and potable water System
 - Pipe & Cable racks
 - AC & Ventilation System
 - Plant & Instrument Air Systems
11. Soot blowing system with water lances, steam soot blowers, piping, valves, controls etc.
12. Refractory, Thermal Insulation and Cladding
13. Vibration Isolation & Spring System (as applicable)
14. Complete civil & structural works for steam generator & auxiliaries
15. Complete Electrical systems including Motors of all Auxiliaries, Transformers and Electric Actuators etc
16. Complete control and instrumentation Systems for the steam generator & its auxiliaries including protection and burner management system

**FORM OF DEED OF JOINT UNDERTAKING FOR ROUTE 2 (Technology Associate)
FOR STEAM GENERATOR AND AUXILIARIES**

(As per clause 3.2.1 (C) & 3.2.2 of the QR document)

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE BIDDER/CONTRACTOR AND APPLICABLE
SIGNATORIES MEETING THE REQUIREMENTS OF ROUTE 2 FOR SUCCESSFUL PERFORMANCE OF THE
STEAM GENERATOR AND AUXILIARIES**

This DEED OF JOINT UNDERTAKING executed on this..... day ofTwo Thousand
by **M/s** a company incorporated under the Companies Act of India, having
its Registered Office at (hereinafter called the “**Bidder/Contractor/Indian
Steam Generator and Steam Turbine Generator Manufacturer**” which expression shall include its
successors, administrators, executors and permitted assigns) and

M/s..... a Company incorporated under having its
Registered Office at..... (hereinafter called the “ Technology
Associate”, which expression shall include its successors, administrators, executors and permitted
assigns)

in favour of NLC INDIA Ltd., A Government of India Enterprise, incorporated under the Companies Act,
having its Registered Office at No.135, EVR PERIYAR HIGH ROAD,KILPAUK, CHENNAI – 600 010, INDIA
(hereinafter called “NLCINDIA” or “**Purchaser**” which expression shall include its successors,
administrators, executors and assigns).

WHEREAS the Purchaser invited bids for EPC Package for **TPS II 2nd Expansion Thermal Power Project
(2X660 MW)**, Neyveli, Tamil Nadu (hereinafter referred to as "Plant") vide its Bidding Document No.:
XXXXXX.

AND WHEREAS clause 3.2.1 (C) of Qualifying Requirement (QR) of the Bidding document , stipulate that
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 and having a valid Collaboration / Technology Transfer Agreement(s) with a FQSGM
meeting the requirements stated in 3.1.1 (A).

AND WHEREAS clause 3.2.2 of QR, stipulate that the Bidder, as an Indian Steam Generator and Steam
Turbine Generator Manufacturer shall furnish a Deed of Joint Undertaking executed by him and the
Technology Associate who meets the requirement of Clause 3.2.1(C) of QR.

WHEREAS M/s (Bidder) is submitting its proposal in response to the Invitation for Bid by the
Purchaser for EPC Package for **TPS II 2nd Expansion Thermal Power Project (2X660 MW)**, Neyveli, Tamil
Nadu against the Purchaser’s Bidding Documents.

AND WHEREAS M/s..... (Bidder) as Indian Steam Generator and Steam Turbine
Generator Manufacturer and M/s..... ("Technology Associate" as the associate of the
bidder) are required to jointly execute and furnish along with the bid an irrevocable Deed of Joint
Undertaking and be jointly and severally liable to the Purchaser for successful performance of the

Supercritical Steam Generator and Auxiliaries(as defined in **Annexure-I**) fully meeting the guaranteed parameters & characteristics as per Bidding Documents in the event the Bid is accepted by the Purchaser resulting into a Contract/ contracts.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. We, the Technology Associate, declare and confirm that we have a valid Technology Transfer Agreement with M/s(the Foreign Qualified Steam Generator Manufacturer/FQSGM),for transfer of technology and knowhow for design, engineering, manufacturing, erection and commissioning of lignite fired Supercritical Steam Generators with beater wheel mills for the type, size and rating of the Steam Generator sets specified in the Tender Specification and we own the license for offering the technical services / assistance to the Bidder for design, engineering, manufacturing, erection and commissioning of such Steam Generators in India, valid minimum up to the end of the warranty period of the contract. The technology transfer agreement covers the transfer of technological know-how for lignite fired super critical Steam Generator sets in the form of complete transfer of design dossier, design softwares, drawings and documentation, quality system manuals and imparting relevant personnel training to us, the Technology Associate. Further, we confirm that we shall engage the domain experts authorized by the FQSGM / Technology Owner for support / supervision / verification during the design, engineering, manufacturing, erection, commissioning stage of the project.
2. We, the Technology Associate, further confirm that the terms of the Technology Transfer Agreement with 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. A Letter of Undertaking in assurance of support till the end of warranty period of the contract from M/s(* the Holding Company of the FQSGM / * Technology Owner) to this effect is enclosed as **Appendix -**
3. That in consideration of the award of the Contract by the Purchaser to the Contractor, we, **the Technology Associate and the Contractor**, do hereby declare and undertake that we shall be jointly and severally responsible to the Purchaser for the execution of complete scope of SG & Auxiliaries package and successful performance of all the Steam generator sets and their auxiliaries (as per **Annexure-I**) as well as thermal performance and guaranteed parameters of Steam Generator and Auxiliaries as specified in the said contract(s) to the satisfaction of the Purchaser.
4. In case of any breach of the Contracts committed by the Contractor, we **the Technology Associate** do hereby undertake, declare and confirm that we shall be fully responsible for the successful performance of the Steam Generator and their auxiliaries (as defined in Annexure-I), as well as thermal performance and guaranteed parameters and undertake to carryout all the obligations and responsibilities under this Deed of Joint Undertaking in order to discharge the Contractor's obligations and responsibilities stipulated under the Contract. Further, if the Purchaser sustains any loss or damage on account of any breach of the Contracts related to any of the steam generator sets and their auxiliaries (as defined in Annexure-I), **we the Technology Associate and the Contractor** jointly and severally undertake to promptly indemnify and pay such losses / damages caused to the Purchaser on its written demand without any demur, reservation, contest or protest in any manner whatsoever. Determination of losses/ damages shall be in line with provisions on Limitation of Liability, *(As per relevant clause of Tender Specification)*

5. The aggregate liability of the Bidder/Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price of EPC Package for **TPS II 2nd Expansion Thermal Power Project (2X660 MW), Neyveli, Tamil Nadu**, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement as per provisions of bidding documents (Relevant Clauses of Tender Specification).
6. The liability of the **Technology Associate** shall be limited to an amount calculated **@ 36 % of total contract price of EPC package** to be supplied by the Bidder / Contractor. This is without prejudice to any right of Purchaser against the Contractor under the Contract and all guarantees.
7. Without prejudice to the joint and several obligations of the Contractor, the **Technology Associate** hereunder, the analysis/investigations of the non-performance of the equipment may initially be carried out by the Contractor, within a period of 15 days from the date of reference of the problem by the Purchaser before the Purchaser approaches **Technology Associate** for any such analysis/ investigation. It shall not be necessary or obligatory for the Purchaser to first proceed against the Contractor before proceeding against the **Technology Associate** and, nor any extension of time nor any relaxation given by the Purchaser to the Contractor shall prejudice any right of Purchaser under this Deed of Joint Undertaking to proceed against the **Technology Associate**, and Contractor.
8. Without prejudice to the generality of the undertaking in paragraphs above the manner of achieving the objectives set forth in paragraphs above shall be as follows:
 - a) We, the **Technology Associate**, shall be fully responsible for engineering, preparation of all design, design calculations and manufacturing drawings for all the Steam Generators and selection of their auxiliaries (as defined in **Annexure-I**) and interfacing & integrating all Steam Generators with their auxiliaries so as to ensure satisfactory, reliable, safe and trouble free performance of all Steam Generators and auxiliaries as well as thermal performance meeting all stipulated technical requirements as well as all guaranteed parameters specified in the Contract(s). During basic and detailed engineering we shall engage the domain experts authorised by FQSGM / Technology owner, for design support and verification of the documents related to systems as defined in **Annexure – IA**. The broad proposal from Technology Associate for implementing the above as per our agreement with the FQSGM / *Technology Owner/*Holding Company of FQSGM is enclosed as **Annexure- II**.
 - b) We, the **Technology Associate with the domain experts authorized by FQSGM / Technology Owner**, shall provide all additional necessary technical assistance to the Contractor for the portion of work to be performed by the Contractor. This shall include:
 - (i) Thermal and hydraulic design of lignite fired Steam Generators as well as design of structural/ supporting system including mill and bunker building, buck-stay system etc
 - (ii) Selection of auxiliaries for all Steam Generators
 - (iii) Design of controls, protections and interlocks for all the Steam Generators and their auxiliaries for their safe and reliable operation as integral units with other equipment's of the Main Plant
 - (iv) Providing all design data required by the Contractor to carry out design/ selection of balance equipment/ system for Steam Generators & auxiliaries and for their proper interfacing and integration

- (v) Selection and complete design of drying, milling and firing system for the lignite using beater wheel mills including the design of beater wheel mills itself

Further, we, the **Technology Associate with the domain experts authorized by FQSGM / Technology Owner**, shall extend our quality surveillance/ supervision/quality control to the Contractor during manufacture, erection, commissioning and performance testing, at Contractor's works/ or his vendor's works and/or at Purchaser's project site. Without prejudice to the overall responsibilities of the **Technology Associate** as to the successful commissioning and the performance of the Steam Generator Sets & their auxiliaries (as defined in **Annexure-I**), the **Technology Associate** shall depute its technical experts / **domain experts** authorized by FQSGM / Technology Owner from time to time to the Contractor's works/ vendor's works / Purchaser's project site, as mutually agreed upon between the Purchaser and the Contractor in accordance with the stipulations of the Contracts.

- c) For the items to be manufactured by the Contractor at his or his vendor's works as per the **Technology Associate's** design, the **Technology Associate** shall ensure completeness and correctness of the design, data, document and information in every detail provided to the Contractor which would result in the intended quality of equipment as per **Technology Associate's** design and shall meet **Technology Associate's** approval/ acceptance.
 - d) The Contractor shall be responsible to manufacture portion of the equipment which are to be manufactured at its works or its vendor's works as per the **Technology Associate's** design and to the **Technology Associate's** quality acceptance level (to be finalized during award of Contract). Further, the Contractor shall erect, commission and carry out the performance tests of all the Steam Generator Sets & their auxiliaries (as defined in **Annexure-I**) as per the Contract in accordance with the Technology Associate's advice, procedure and guidance. In case there is any need to modify the design/ drawings/ procedure in certain areas, the Contractor shall seek specific approval of the **Technology Associate** before proceeding further.
 - e) We, **the Contractor and Technology Associate along with domain experts authorized by FQSGM / Technology Owner** shall impart relevant training to the Purchaser's personnel related to engineering, erection, commissioning, operation & maintenance of the Steam Generator Sets & their auxiliaries (as defined in Annexure-I).
 - f) In the event any problem is encountered during design, manufacture, erection, testing and commissioning or if the Contractor fails to demonstrate during the Guarantee tests that Steam Generator & their auxiliaries (as defined in **Annexure-I**) meet the guaranteed parameters and demonstration parameters as specified in the Contract, the **Technology Associate with the domain experts authorized by FQSGM / Technology Owner** shall promptly provide all technical assistance/services/support to analyze and suggest corrective measures/modifications to the equipment/ systems of all the Steam Generator & their auxiliaries (as defined in **Annexure-I**) directly to the Purchaser and the Contractor & the Technology Associate shall promptly carry out all corrective measures and modifications (as suggested by the **Technology Associate** and agreed by the Purchaser) for each of their respective equipment/systems supplied by them at their own expense. Thereafter, the Contractor and the **Technology Associate** shall demonstrate the successful performance meeting the guaranteed parameters and demonstration parameters.
9. We, **the Contractor, Technology Associate** do hereby undertake and confirm that this Deed of Joint Undertaking shall be initially valid till ninety (90) days beyond the scheduled date of completion of Warranty period of all the equipment/ component covered under the contract. In

case of delay in completion of the warranty period under the Contract(s) beyond the aforesaid period, the validity of this Deed of Joint Undertaking shall be extended by such period of delay. We, **the Contractor, Technology Associate** do further undertake and confirm that this Deed of Joint Undertaking shall be irrevocable and shall not be revoked till its validity. We further agree that this Deed of Joint Undertaking shall be without any prejudice to the various liabilities of the Contractor including Contract Performance Guarantee as well as other obligations of the Contractor in terms of the Contract(s).

10. In case of award, in addition to Contract Performance Guarantee furnished by Bidder, the Technology Associate shall furnish 'as security' an on demand performance back up Bank Guarantee in favour of the Purchaser as per provisions of the Bidding Documents. The value of such Bank Guarantee to be submitted by the Technology Associate shall be **1.5 % of the Total Contract Price of the EPC package** as awarded by the Purchaser to the Contractor and it shall be guarantee towards the faithful performance/ compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein.

The aforesaid Bank Guarantees shall be guarantee towards the faithful performance/ compliance of this Deed of Joint Undertaking in accordance with the terms and conditions specified herein. The bank guarantee shall be unconditional, irrevocable and initially valid till ninety (90) days beyond the scheduled date of completion of warranty period of all the equipment/ component covered under the Contract(s) for EPC Package. In case of delay in completion of the warranty period under the Contract(s), the validity of this Bank Guarantee shall be extended by such period of delay. The guarantee amount shall be promptly paid to the Purchaser on demand without any demur, reservation, protestor contest.

11. Any dispute that may arise between the Purchaser and **Contractor / Technology Associate** in connection with this Deed of Joint Undertaking shall be finally settled as per arbitration procedure/ rules mentioned in the relevant clause of Tender Specification.
This deed of undertaking shall be construed and interpreted in accordance with the Laws of India.
12. We, **the Contractor, Technology Associate** agree that this Deed of Joint Undertaking shall form an integral part of the Contracts for this package. We further agree that this Undertaking shall continue to be enforceable till its validity.
13. That this Deed of Joint Undertaking shall be operative from the effective date of the Contracts.

IN WITNESS WHEREOF, the **Technology Associate** and the Contractor through their authorized representatives, have executed these presents and affixed common seal of their respective companies on the day, month and year first mentioned above.

WITNESS:

.....

(Signature, Name & Address)

1. For M/s.....
(BIDDER / CONTRACTOR)

.....
(Signature of the Authorised Representative)

Address)
Name.....

Designation.....
Common Seal of the Company
.....

2. For M/s.....
(Technology Associate)

WITNESS:

.....

(Signature, Name & Address)

.....
(Signature of the Authorized Representative)

Address)

Name.....

Designation.....

Common Seal of the Company

.....

Note:

(i) This DJU format is to be read in conjunction with the QR clause applicable to the bidder and also the "Notes" there under applicable to the various QR clauses.

(ii) Bidder shall strike out clauses/phrases/paragraphs indicated with ' * ' , which are not applicable. However, such modifications are subject to concurrence of the Purchaser.

(iii) Power of Attorney of the persons signing on behalf of each of the executants is to be furnished by bidder and to be attached along with the signed Deed of Joint Undertaking.

Annexure I -Indicative List of Systems/Equipments for “Steam Generator & Auxiliaries”

Scope for steam generator and auxiliaries shall cover the following but not limited, for the purpose of Deed of Joint Undertaking (DJU):

1. Steam Generator(s) complete with all associated auxiliaries including power cycle piping/critical steam piping, including Selective Catalytic Reduction system (SCR) along with Ammonia storage and handling system
2. Complete pressure parts, Integral piping, mounting and fittings, Start-up & circulation system, including blow down tanks
3. Air & flue gas system covering complete draft plant including, ducts, dampers, RAPHs& SCAPHs, FD & ID and other fans etc,
4. Lignite Bunkers and bunker bay structures, Lignite feeders, lignite preparation, drying and beater wheel milling and complete Lignite firing system including burners
5. Complete Fuel oil firing system including oil burners & scanners etc.
6. Bottom ash handling system, including After Burning Grates, Breaker Bars, Bottom Ash hopper, Slag Conveyors and allied system equipment
7. Electrostatic Precipitators (ESP), ESP Control Room with passenger Elevator
8. All structural steel structures for SG and Auxiliaries
9. Piping & other systems for SG & Auxiliaries portion including,
 - Auxiliary steam piping
 - Low pressure piping
 - Equipment cooling water system
 - Boiler fill system
 - Aux PRDS
 - Service and potable water System
 - Pipe & Cable racks
 - AC & Ventilation System
 - Plant & Instrument Air Systems
10. Soot blowing system with water lances, steam soot blowers, piping, valves, controls etc.
11. Refractory, Thermal Insulation and Cladding
12. Vibration Isolation & Spring System (as applicable)
13. Complete civil & structural works for steam generator & auxiliaries
14. Complete Electrical systems including Motors of all Auxiliaries, Transformers and Electric Actuators etc
15. Complete control and instrumentation Systems for the steam generator & its auxiliaries including protection and burner management system

**Annexure IA – List of minimum Systems / Documents requiring verification by domain experts
authorized by FQSGM / Technology Owner**

1. Thermal and Hydraulic Design of Steam Generator
2. Milling and Firing System Design including Bunker design
3. Start-up & circulation system
4. Sizing and location of Heat Transfer surfaces
5. Selection of materials for boiler pressure parts and internals
6. Design of After Burning Grates, Breaker bars, Bottom ash hopper
7. Water lance blowing system
8. Structural design for steam generator
9. Protection and Interlocks related to Boiler Operation
10. Design data required for design/ selection of balance equipment/ system for Steam Generators & auxiliaries for proper interfacing and integration

**Annexure II – Detailed Proposal for engagement of domain experts authorized by FQSGM /
Technology Owner for support during project execution**

(Technology Associate to detail their proposed arrangement with a broad scheme of organizational set up. Document in support of the authorization/approval of this arrangement from the FQSGM / Technology Owner / Holding Company shall be enclosed)

CONTRACT EXECUTION BANK GUARANTEE BOND

This deed of guarantee made this day of 200. by the..... Bank Ltd, (hereinafter referred to as "the Bank") in favour of Bharat Heavy Electricals Limited, Tiruchirappalli having its registered Office at New Delhi with its Unit Office at Tiruchirappalli where as M/s..... having its registered office at (hereafter called the "the Contractor") have entered in to contract with Bharat Heavy Electricals Limited, Tiruchirappalli for the supply of vide Purchase Order No dated

1. We Bank Ltd, do hereby undertake to pay to Bharat Heavy Electricals Limited, Tiruchirappalli an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by Bharat Heavy Electricals Limited, Tiruchirappalli by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.

2. We, Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Bharat Heavy Electricals Limited, Tiruchirappalli stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by Bharat Heavy Electricals Limited, Tiruchirappalli by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order or by reason of the Contractor's failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, Bank Ltd, further agree to the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of Bharat Heavy Electricals Limited, Tiruchirappalli under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till Bharat Heavy Electricals Limited, Tiruchirappalli certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable **and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith)** notwithstanding the fact that the said enforcement is effected after the said date

For the purpose of this clause, any letter making demand on the Bank by Bharat Heavy Electricals Limited, Tiruchirappalli dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank **(any one of the BHEL Consortium Banks as per list attached as selected by the vendor)** shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

4. We,.....Bank Ltd, further agree with Bharat Heavy Electricals Limited, Tiruchirappalli that Bharat Heavy Electricals Limited, Tiruchirappalli shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by Bharat Heavy Electricals Limited, Tiruchirappalli

against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of Bharat Heavy Electricals Limited, Tiruchirappalli or any indulgence by Bharat Heavy Electricals Limited, Tiruchirappalli to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirappalli.

We, Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of Bharat Heavy Electricals Limited, Tiruchirappalli in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto set out Bank Seal the..... day month 200

The contact details of the Issuing Bank such as Email ID, Phone No. and Fax No. should be indicated in the CEBG. Also please note that the CEBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.

-
- 1) It should be typed in the Rs. 100 value of stamp paper.
(2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.
(3) It should be submitted with bank covering letter with sign and seal of the bank official.

Please note that issuance of the CEBG without meeting the above requirement will render the document invalid.

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Place:- _____

Date:- _____

Name

Company

Signature

Annexure V- Experience List of Lignite fired Super Critical Boiler by QSGM

Sl No	Name and Address of the plant	Unit Rating MW	No of units	Type of Boiler: Tower / Two pass/ T-Type	Main steam Flow (TPH)	Main steam pressure at superheater outlet ksc (a)	Main steam temperature at superheater outlet Deg C	Steam temperature at Reheater outlet Deg C	Feed Water temperature at Economiser Inlet Deg C	Engineering Scope:CE/BE/DE	Scope of Manufacture, Erection & Commissioning	Commissioning Date

Note:

1. CE-Conceptual Engineering, BE-Basic Engineering, DE-Detail Engineering
2. Scope of Manufacture, Erection & Commissioning: Manufacture/Got Manufactured, Erected/Supervised erection, Commissioned/Supervised Commissioning

BRIEF PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores
Conciliation shall be carried out by 3 Conciliators nominated by BHEL.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

7. The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
8. Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
9. In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
10. Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
11. When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
12. In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
13. Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its

recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.

14. In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.
15. The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
16. Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
17. In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
18. A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the

same out of complete freewill and consent, without any pressure, undue influence.

19. The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
20. Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
21. Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.
22. The proceedings of Conciliation under this Scheme may be terminated as follows:
 - a. On the date of signing of the Settlement agreement by the Parties; or,
 - b. By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
 - c. By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
 - d. By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration.
 - e. On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

S1 No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator)

S1 No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator) In cases involving claim and/or counter-claim of more than Rs 10 crores. Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on Signing of the Settlement Agreement after approval of the Competent Authority or Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>

4	Travel and transportation and stay at outstation i) Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	As per the extant entitlement of whole time Functional Directors in BHEL.
Sl No	Particulars	Amount
		Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region / Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

24. The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
25. If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
26. The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
27. Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
28. The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 3 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
29. The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.
30. The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:

- a. Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b. admissions made by the other party in the course of the Conciliator proceedings;
 - c. proposals made by the Conciliator;
 - d. The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31. The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32. None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33. The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34. The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**FORMAT FOR SEEKING CONSENT FOR REFERRING THE DISPUTES
TO CONCILIATION THROUGH IEC**

To,

M/s. (Stakeholder's name)

Sub: Resolution of the Disputes through conciliation by Independent Expert Committee (IEC).

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

With reference to above referred Contract/MoU/Agreement/LOI/LOA, you have raised certain Disputes/claims. Vide your letter dated____ you have requested BHEL to refer the Disputes/claims to IEC for Conciliation.

We are enclosing herewith Format (3) for giving consent and the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. You are requested to give your unconditional consent to the said terms and conditions of the Scheme by returning the same duly sealed and signed on each page. On receipt of your consent, matter will be put to the Competent Authority for consideration and decision.

Please note that BHEL has also certain claims against you (if applicable). BHEL reserves its right to agree or not to agree conciliation of the said disputes through BHEL and this letter is being issued without prejudice to BHEL's rights and contentions available under the contract and law.

Yours faithfully,

Representative of BHEL

Appendix II

FORMAT FOR GIVING CONSENT BY CONTRACTOR/VENDOR/CUSTOMER/COLLABORATOR/CONSORTI UM PARTNERS FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

BHEL

.....

Sub: Resolution of Disputes through Conciliation by Independent Expert Committee (IEC).

Ref: Contract/MoU/Agreement/LOI/LOA No & date____

With reference to above referred contract, our following bills/invoices/claims submitted to BHEL are still unpaid giving rise to Disputes:

SL. no.	Claim Description	Bill submitted to BHEL (no. and date)	Amount of the bill/claim	Amount received from BHEL	Outstanding Amount

Accordingly we request you to kindly refer the Disputes in respect of above claims to IEC for Conciliation.

We hereby agree and give our unconditional consent to the terms and conditions of BHEL Conciliation Scheme, 2018 governing conciliation through IEC. We have signed the same on each page and enclosed it for your consideration.

Yours faithfully,

(Signature with stamp)

**Authorized Representative of Contractor
Name, with designation
Date**

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO
THE IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Clam(s)/Counter Claim(s):

SI. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/Counter Claims. The statement of Claims/Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

ANNEXURE-VII

----- Declaration in the Letter Head of Respondent-----

I, _____ working as _____, on behalf of the _____ (Name of Company) do hereby agree that Pre-Bid Tie-up with technology provider / associate for onward quoting of Steam Generator to NLC India Limited Thermal Power Station-II 2nd Expansion (2x660 MW) Project tender (MM/BOI/Neyveli2 x660/ENQ) is issued by BHEL, Trichy for Mutually Exclusive tie up in respect of the project and scope of work mentioned in the MKTG: Pre-bid Tie-up:002

I , on behalf of _____ (Name of Company) do hereby declare that _____ (Name of Company) has not entered in to and will not enter in to any sort of arrangement what so ever with any 3rd party in respect of the NLC India Limited Thermal Power Station-II 2nd Expansion (2x660 MW) Project tender (NLCIL Tender No. CO CONTS/0026N/TPS-II 2nd Expn. Project/EPC/ICB/eConts2022, Dt.01.10.2022)

_____ (Name of Company agrees and undertakes to indemnify BHEL, Trichy against any business loss or loss of business opportunity that BHEL, Trichy may suffer on account of (i) breach of any of the affirmation /declaration made herein by _____ (Name of Company and /or (i) if this declaration given herein is later on found to be untrue.

Further, I _____ do hereby declare that I have been duly authorised to make this declaration on behalf of _____ (Name of Company) vide

Or

I am competent to make this declaration on behalf of _____ (Name of Company) by virtue of the power given under

Place:- _____

Date:- _____

Name : _____

Company : _____

Signature : _____

Annexure-VIII

Integrity Pact (IP)

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SL	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	Iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) departments officials whose contact details are provided below.

Details of contact person(s): -

(1)

Name: Rajesh Kummar SB

Deptt: MM/BOI

Address: 24 Building, BHEL, Trichy

Phone: 0431-2574166

Email: sbrajesh@bhel.in

(2)

Name: Jiby MJ

Deptt: MM/BOI

Address: 24 Building, BHEL, Trichy

Phone: 0431-2574363

Email: mjjiby@bhel.in

Annexure-1

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for Pre-Bid Tie-up with technology provider / associate for onward quoting of Steam Generator to NLC India Limited Thermal Power Station-II 2nd Expansion (2x660 MW) Project (Enquiry No: MM/BOI/Neyveli2 x660/ENQ)

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

SBRajeshk

S.B. RAJESH KUMMAR

Senior Engineer Dy. Mgr

For & On behalf of the Principal
MM / Purchase / BOI
BHEL, TRICHY - 620 014.
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place Trichy

Date 04.11.2022

Witness: *JIBY-M-J*
(Name & Address) *Dy. ENGR,*
MM/BOI, BHEL TRICHY

Witness: _____
(Name & Address) _____
