



NLC INDIA LIMITED

(formerly Neyveli Lignite Corporation Limited)

(‘NAVRATNA’ GOVERNMENT OF INDIA ENTERPRISE)

OFFICE OF THE GENERAL MANAGER/CONTRACTS.
CORPORATE CONTRACTS DIVISION, CORPORATE OFFICE:
BLOCK-1, NEYVELI –607 801, TAMIL NADU



(REGD. OFFICE: ‘NEYVELI HOUSE’, 135, PERIYAR
EVR HIGH ROAD, CHENNAI – 600 010)

INTERNATIONAL COMPETITIVE BIDDING

NOTICE INVITING BID

Tender No. CO CONTS/0015K/NTTTPP/EPC/e-contrs/2020, dt. 18.11.2020.

1.0.0 INVITATION:

Online Bids in English are invited by NLC INDIA LIMITED (NLCIL), Neyveli in Two part system (Part-I and Part-II) for the scope of Infrastructure Work and Single Package Engineering, Procurement & Construction (EPC) required for its 3x800 MW NLC Talabira Thermal Power Project (hereinafter referred to as NTTTPP), near Kumbhari & Tareikela villages in Jharsuguda District, Odihsa, India as per the details given below:

NLCIL TENDER No.	Tender No. CO CONTS/0015K/NTTTPP/ EPC/e-contrs/2020, dt. 18.11.2020
Tender Fee (Non- Refundable)	INR 30,000/- (or) USD 405 (or) Euro 340.
Date of Tender document available to bidders to download	19.11.2020 to 07.01.2021
Pre-Bid Meeting date and time	09.12.2020 at 11.00 Hrs. (IST) through Video Conference(VC)
Date of Start for submission of Bid (i.e. Part-I & Part-II)	10.12.2020 from 11.00 Hrs. (IST)
Last date for Registration by remitting Tender fee.	upto 17.00 Hrs (IST) on 07.01.2021
Last Date & Time for submission of Physical Cover	upto 14.30 hrs. (IST) on 08.01.2021
Date of closing for submission of online bid (i.e. Part-I & Part-II)	upto 14.30 hrs. (IST) on 08.01.2021
Date & Time of opening of Part – I and Physical Cover	at 15.00 hrs. (IST) on 08.01.2021

Note: Bidders are requested to refer Instruction to bidders for details of Bid Guarantee.

1.1.0 INTRODUCTION

The NLC INDIA LIMITED (formerly Neyveli Lignite Corporation Limited) is a Navratna, Government of India enterprise registered under the Indian Companies Act 1956, engaged in mining of lignite and power generation in Neyveli, Tamilnadu State and Barsingsar, Rajasthan State in India.

NLCIL is a Central Government Public Sector Undertaking (PSU) functioning under the administrative control of the Ministry of Coal. It has an integrated facility at Neyveli with three lignite mines with combined production capacity of about 28.5 MTPA supplying lignite to five nos. of pit-head, Thermal Power Stations having a total generating capacity of 3490 MW.

The first Thermal Power Station (TPS-1) was commissioned in 1962 with a capacity of 600 MW (6 x50 MW + 3x100 MW) and same was decommissioned during September 2020. TPS-II of 1,470 MW (7 x 210 MW), TPS-I Expansion 420 MW (2 x 210 MW), TPS-II Expansion 500 MW (2 x 250 MW) and one unit of Neyveli New Thermal Power Project (NNTPP) of 2x500 MW capacity were commissioned. The Capacity of Lignite based Power Station at Barsingsar, Rajasthan is 250 MW (2x125MW) with 2.1 MTPA Lignite. The present total power generation capacity of NLC India Ltd's Thermal Power Stations is 3140 MW.

Further the Government of India had allocated the Talibara II & III Coal Block (located in Jharsaguda, Sambalpur District of Odisha State) on 2nd May 2016 to NLCIL and Coal was exposed. The net minable reserve in this Mine is assessed as 553.98 MT with normative capacity of 20 MTPA (peak 23 MTPA).

NLC India Ltd has also formed a joint venture (JV) Company with the Tamil Nadu Electricity Board in the name of NLC Tamilnadu Power Limited (NTPL), with 89:11 equity participation and commissioned 2 x 500 MW coal based Thermal Power Project at Tuticorin in the State of Tamil Nadu.

NLCIL has also formed another JV Company viz., Neyveli Uttar Pradesh Power Ltd, (NUPPL) with Uttar Pradesh Rajya Vidyut Utpathan Nigam Ltd (UPRVUNL) with 51:49 equity participation, to set up a Coal Based Supercritical Power Plant of capacity 3X660 MW at Ghatampur, near Kanpur, U.P. For supply of coal to this project, the Government of India had allocated the Pachwara South Coal Block (Located in Dumka District of Jharkhand State) to NUPPL on 25.07.2013. The net mineable reserve in this mine is assessed as 300 MT with normative capacity of 9 MTPA.

NLC India Ltd. Presently executing Neyveli New Thermal Power Project of 2x500 MW capacity, as a Greenfield project, at Neyveli, Cuddalore District of Tamil Nadu in which one Unit has been commissioned on 19.12.2019.

NLC India Ltd. Also ventured into renewable energy sector and executed 140 MW (1 x 10 MW and 2 x 65 MW) Solar power plant in Neyveli, Tamilnadu and further has executed Contracts for 1209 MW Solar (500 MW + 709 MW) in the state of

Tamilnadu. NLC India Ltd installed 51 MW wind mills in south of Tamilnadu. Increasing the capacity under renewable energy sector is under progress.

Apart from the above, NLCIL have now taken up implementation of Coal based pit head type NLC Talabira Thermal Power Project (NTTTP), consisting of three (3) supercritical units of 800 MW capacity each, near Kumbhari & Tareikela villages in Jharsuguda District, Odisha, India.

2.0.0 **BRIEF SCOPE OF WORK**

The Brief Scope of Work for the Single EPC Package which is divided in to two Sections Viz. Section A and Section B for NLC Talabira Thermal Power Project (NTTTP - 3 X 800 MW), on the basis of single Bidder responsibility is as follows:

2.1.0 **SECTION A: INFRASTRUCTURE WORKS**

Architectural Planning, Concept Design, Soil investigation and Survey, Design of Structure and MEP services including allied works, getting approval for drawings from NLCIL, obtaining all statutory approvals from Local Authorities / Body including services, preparing submission and execution drawing, Construction and Commissioning of the following infrastructure works.

1. Thermal Power Plant area
 - i. Site grading of power plant & green belt area.
 - ii. Approach road to power plant
 - iii. Compound wall around plant area
 - iv. Peripheral fencing around acquired land boundary and peripheral inspection road
 - v. Strengthening and embankment formation along Bhedan river as per recommendation of area-drainage study report
 - vi. Construction water supply
 - vii. Thermal Project office building
 - viii. Miscellaneous non plant buildings :
 - a. Gate complex along with security and time office
 - b. Parking lot
 - c. Watch tower
 - d. CISF Barracks, CISF Armoury and quarter guard, CISF security check post and toilet block.

2. Integrated Talabira Township
3. External electrical works

Detailed scope of all of the above is provided in - Section A of Volume-I-B of the Tender Specification.

2.2.0 **SINGLE PACKAGE EPC (SECTION-B):**

The brief scope of works include Design, engineering, manufacture, supply, inspection, shop testing, packing, forwarding to site, transportation, unloading, storage, preservation and handling at site, all mechanical, C&I systems, electrical equipment and systems, steel structures, civil works, insurance, erection, painting, start-up, trial operation, testing, commissioning and performance guarantee testing, warranty for Three (3) nos. of 800 MW supercritical units comprising Steam Generator & auxiliaries,, Steam Turbine Generator & auxiliaries, Balance of Plant systems and FGD for 3x800 MW NLC Talabira Thermal Power Project at Jharsuguda district, Odisha and handing over to the Purchaser an operating plant.

Maintenance Scope

- a) **Main Plant and FGD:** The maintenance scope of Contractor covers all the maintenance works of respective unit, up to successful completion of trial operation or Commercial Operation Declaration (COD), whichever is earlier.
- b) **BOP Package/Systems:** The maintenance scope of Contractor covers all the maintenance works up to
 - i) successful completion of trial operation of individual package / Systems
and
 - ii) COD or successful completion of trial operation of first unit, whichever is earlier.

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

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

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

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

3.0.0 QUALIFYING REQUIREMENTS (QR):

	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 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 20 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) 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).The Bidder shall offer only the type of Steam Generator, type of water wall tubing in the furnace zone for which he is qualified. AND/OR
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/cm ² (gauge) or higher and main steam / reheat temperature of 565°C / 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 20 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)	<p>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.</p> <p>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.</p> <p>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.</p>								
(c)	<p>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:</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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.</p>								
3.1.3	<p>The Bidder shall furnish <u>Deed of Joint Undertaking(s) (DJUs)</u> and Financial Back up Bank Guarantee(s) as per the following table:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">DJU</th> <th style="width: 40%;">Executants</th> <th style="width: 30%;">BG</th> </tr> </thead> <tbody> <tr> <td rowspan="2">For Steam Generator</td> <td>The Bidder</td> <td>-----</td> </tr> <tr> <td>Indian Subsidiary / JV Company for Steam Generator</td> <td>0.10%</td> </tr> </tbody> </table>	DJU	Executants	BG	For Steam Generator	The Bidder	-----	Indian Subsidiary / JV Company for Steam Generator	0.10%
DJU	Executants	BG							
For Steam Generator	The Bidder	-----							
	Indian Subsidiary / JV Company for Steam Generator	0.10%							

	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Generator	0.10%
	FQSGM (applicable if other than bidder)	0.20%
For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A) or Note 13 of QR clause 3.0.0)	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) or Note 13 of QR clause 3.0.0 & 3.10.0	0.20%
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%
<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 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. • 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 		

	<p>bid, failing which the Bidder shall be disqualified and its bid shall be rejected.</p> <ul style="list-style-type: none"> • 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. 	
3.1.4	<p>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.</p> <p>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.</p> <p>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.</p>	
3.2.0	<p>Route 2: Indian Steam Generator and Steam Turbine Generator Manufacturer</p>	
3.2.1	<p>The Bidder should be an Indian Steam Generator and Steam Turbine Generator Manufacturing company who have designed, engineered, manufactured/got manufactured, erected/ supervised erection, commissioned/ supervised commissioning (i) at least one (1) number pulverized coal 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 20 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.</p> <p>Such Indian Steam Generator and Steam Turbine Generator Manufacturing Company should have valid ongoing collaboration and technology transfer agreement(s) including license to manufacture and supply supercritical Steam Generator and supercritical Steam Turbine Generator sets covering the type, size and rating specified, in India with a Foreign Qualified Steam Generator Manufacturer and a Foreign Qualified Steam Turbine Generator manufacturer meeting requirements of clause 3.1.1(A) and 3.1.1(B) respectively, valid minimum up to the end of the Warranty period of the contract. The collaboration and technology transfer agreements could be separate for supercritical Steam Generator and supercritical Steam Turbine Generator with separate Foreign Qualified Steam Generator Manufacturer and Foreign Qualified Steam Turbine Generator Manufacturer. The Bidder shall offer only the type of Steam Generators, type of water wall tubing in the furnace zone for which its Collaborator is qualified.</p>	
3.2.2	<p>The Bidder shall furnish two separate DJUs (i) one executed by the bidder and the Foreign Qualified Steam Generator Manufacturer in which the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of</p>	

	<p>the Supercritical Steam Generator and (ii) the other executed by the bidder and the Foreign Qualified Steam Turbine Generator Manufacturer, in which the executants of DJU shall be jointly and severally liable to the Purchaser for successful performance of the Super Critical Steam Turbine Generator as per the formats enclosed in bidding documents. The Deed of Joint Undertaking(s) shall be submitted along with the techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.</p> <p>In case of award, the Foreign Qualified Steam Generator Manufacturer and Foreign Qualified Steam Turbine Generator Manufacturer will be required to furnish a Financial back up bank guarantee for an amount of 0.60% for Steam Generator and 0.35% for Steam turbine Generator of the total contract price of the EPC Package in addition to the contract performance guarantee to be furnished by the Bidder.</p>
3.2.3	<p>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.</p> <p>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.</p> <p>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.</p>
3.3.0	<p>Route 3: Indian Subsidiary Company of a Foreign Qualified Steam Generator Manufacturer and/or of a Foreign Qualified Steam Turbine Generator Manufacturer</p>
3.3.1 (a)	<p>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.</p> <p>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.</p>

(b)	<p>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:</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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.</p>																										
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	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Generator	0.10%																									
	Indian Subsidiary Company / JV Company for Steam Generator (applicable if other than bidder)	0.10%																									
For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A) or Note 13 of QR clause 3.0.0)	The Bidder	-----																									
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) or Note 13 of QR clause 3.0.0 & 3.10.0	0.20%																									
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	0.08%																									

		Subsidiary Company / JV Company for Steam Turbine Generator	
		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%
	<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 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. • 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. 		
3.3.3	<p>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.</p> <p>The Qualified Generator Manufacturer shall maintain a minimum equity participation of 10 % in the Indian Subsidiary Company / JV Company for a lock-</p>		

	<p>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.</p> <p>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.</p>
3.4.0	<p>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</p>
3.4.1 (a)	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
(b)	<p>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:</p>

	<p>(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</p> <p style="text-align: center;">Or</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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.</p>																																	
3.4.2	<p>The Bidder shall furnish Deed of Joint Undertaking(s) (DJUs) and Financial Back up Bank Guarantee(s) as per the following table:</p> <table border="1" data-bbox="323 913 1329 2058"> <thead> <tr> <th data-bbox="323 913 699 952">DJU</th> <th data-bbox="699 913 1182 952">Executants</th> <th data-bbox="1182 913 1329 952">BG</th> </tr> </thead> <tbody> <tr> <td data-bbox="323 952 699 1301" rowspan="4">Steam Generator</td> <td data-bbox="699 952 1182 990">The Bidder</td> <td data-bbox="1182 952 1329 990">----</td> </tr> <tr> <td data-bbox="699 990 1182 1030">FQSGM</td> <td data-bbox="1182 990 1329 1030">0.20%</td> </tr> <tr> <td data-bbox="699 1030 1182 1184">Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator</td> <td data-bbox="1182 1030 1329 1184">0.10%</td> </tr> <tr> <td data-bbox="699 1184 1182 1301">Indian Subsidiary/ JV Company for Steam Generator (applicable if other than bidder)</td> <td data-bbox="1182 1184 1329 1301">0.10%</td> </tr> <tr> <td data-bbox="323 1301 699 1525" rowspan="2">For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A) or Note 13 of QR clause 3.0.0)</td> <td data-bbox="699 1301 1182 1339">The Bidder</td> <td data-bbox="1182 1301 1329 1339">-----</td> </tr> <tr> <td data-bbox="699 1339 1182 1525">Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) or Note 13 of QR clause 3.0.0 & 3.10.0</td> <td data-bbox="1182 1339 1329 1525">0.20%</td> </tr> <tr> <td data-bbox="323 1525 699 1951" rowspan="5">For Steam Turbine Generator</td> <td data-bbox="699 1525 1182 1563">The Bidder</td> <td data-bbox="1182 1525 1329 1563">-----</td> </tr> <tr> <td data-bbox="699 1563 1182 1601">FQSTGM</td> <td data-bbox="1182 1563 1329 1601">0.12%</td> </tr> <tr> <td data-bbox="699 1601 1182 1720">Indian Subsidiary / JV Company for Steam Turbine Generator (applicable if other than bidder)</td> <td data-bbox="1182 1601 1329 1720">0.08%</td> </tr> <tr> <td data-bbox="699 1720 1182 1874">Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Turbine Generator</td> <td data-bbox="1182 1720 1329 1874">0.08%</td> </tr> <tr> <td data-bbox="699 1874 1182 1951">Qualified Generator Manufacturer (If applicable)</td> <td data-bbox="1182 1874 1329 1951">0.025%</td> </tr> <tr> <td data-bbox="323 1951 699 2058" rowspan="2">For Steam Turbine Generator (if the Steam Turbine Generator is being</td> <td data-bbox="699 1951 1182 1989">The Bidder</td> <td data-bbox="1182 1951 1329 1989">-----</td> </tr> <tr> <td data-bbox="699 1989 1182 2058">Indian Subsidiary / JV Company/ Indian manufacturing company</td> <td data-bbox="1182 1989 1329 2058">0.12%</td> </tr> </tbody> </table>	DJU	Executants	BG	Steam Generator	The Bidder	----	FQSGM	0.20%	Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator	0.10%	Indian Subsidiary/ JV Company for Steam Generator (applicable if other than bidder)	0.10%	For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A) or Note 13 of QR clause 3.0.0)	The Bidder	-----	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) or Note 13 of QR clause 3.0.0 & 3.10.0	0.20%	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%	Qualified Generator Manufacturer (If applicable)	0.025%	For Steam Turbine Generator (if the Steam Turbine Generator is being	The Bidder	-----	Indian Subsidiary / JV Company/ Indian manufacturing company	0.12%
DJU	Executants	BG																																
Steam Generator	The Bidder	----																																
	FQSGM	0.20%																																
	Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator	0.10%																																
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For Steam Turbine Generator	The Bidder	-----																																
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	Indian Subsidiary / JV Company/ Indian manufacturing company	0.12%																																

	<p>sourced from the associate meeting requirements at 3.6.1 (B) or meeting the requirement of Note 13 of QR clause 3.0.0 & 3.10.0 clause 3.6.1 (B) or Note 13 of QR clause 3.0.0)</p>		
	<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 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. • 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. 		
<p>3.4.3</p>	<p>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.</p> <p>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.</p> <p>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.</p>		

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)	<p>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.</p> <p>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.</p> <p>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.</p>
(b)	<p>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:</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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</p> <p style="text-align: center;">Or</p>

	(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	0.20%
		Indian Subsidiary / JV Company For Steam Generator	0.10%
		Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator (applicable if other than bidder)	0.10%
	For Steam Generator (if the Steam Generator is being sourced from the associate meeting the requirement of clause 3.6.1 (A) or Note 13 of QR clause 3.0.0)	The Bidder	-----
		Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) or Note 13 of QR clause 3.0.0 & 3.10.0	0.20%
	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 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%
	<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. 		

	<ul style="list-style-type: none"> • 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	<p>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.</p> <p>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.</p> <p>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.</p>	
3.6.0	<p>Route 6: Indian Qualified Coal fired Steam Generator Manufacturer and/or Indian Qualified Steam Turbine Generator Manufacturer</p>	
3.6.1 (A)	<p>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 20 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) or two pass type using either</p>	

	<p>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).The Bidder shall offer only the type of Steam Generator and type of water wall tubing in the furnace zone for which he is qualified.</p> <p>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.</p> <p style="text-align: center;">AND/OR</p>
3.6.1 (B)	<p>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 / reheat temperature of 565 °C / 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 20 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.</p> <p>As on the original scheduled date of Tender bid 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.</p>
3.6.1 (C)	<p>In the event any problem is encountered in Steam Generator and/or 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 Generator and/or 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</p>

	<p>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 Generator and/or Steam Turbine Generator. Accordingly, bidder shall be required to submit a Letter of undertaking, for Steam Generator and/or 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.</p>												
3.6.2 (a)	<p>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:</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>(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 and type of water wall tubing in the furnace zone for which the associate / collaborator is qualified.</p>												
(b)	<p>The Bidder seeking qualification under (a) above shall furnish Deed of Joint Undertaking (DJU) and Financial Back up Bank Guarantee for the respective equipment (as applicable) as per the following table:</p> <table border="1" data-bbox="323 1720 1329 2067"> <thead> <tr> <th data-bbox="323 1720 708 1765">DJU</th> <th data-bbox="708 1720 1185 1765">Executants</th> <th data-bbox="1185 1720 1329 1765">BG</th> </tr> </thead> <tbody> <tr> <td data-bbox="323 1765 708 1843" rowspan="4">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) (iii))</td> <td data-bbox="708 1765 1185 1798">The Bidder</td> <td data-bbox="1185 1765 1329 1798">----</td> </tr> <tr> <td data-bbox="708 1798 1185 1843">FQSGM</td> <td data-bbox="1185 1798 1329 1843">0.20%</td> </tr> <tr> <td data-bbox="708 1843 1185 1995">Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator</td> <td data-bbox="1185 1843 1329 1995">0.10%</td> </tr> <tr> <td data-bbox="708 1995 1185 2067">Indian Subsidiary/ JV Company for Steam Generator</td> <td data-bbox="1185 1995 1329 2067">0.10%</td> </tr> </tbody> </table>	DJU	Executants	BG	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) (iii))	The Bidder	----	FQSGM	0.20%	Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator	0.10%	Indian Subsidiary/ JV Company for Steam Generator	0.10%
DJU	Executants	BG											
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) (iii))	The Bidder	----											
	FQSGM	0.20%											
	Other promoter having 25% or higher equity participation in Indian Subsidiary/ JV Company for Steam Generator	0.10%											
	Indian Subsidiary/ JV Company for Steam Generator	0.10%											

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	0.60%
	Indian Steam Generator and Steam Turbine Generator Manufacturer, meeting the requirements stipulated at 3.2.1 (Applicable if other than bidder)	0.10%
For Steam Generator (applicable if the Steam Generator is being sourced from the associate as per clause 3.6.2 (a) (iv))	The Bidder	-----
	Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A) or Note 13 of QR clause 3.0.0 & 3.10.0	0.20%
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))	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%
	Qualified Generator Manufacturer (If applicable)	0.025%
For Steam Turbine Generator (applicable if the Steam Turbine Generator is being sourced from the associate as per clause 3.6.2 (a) (ii))	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%
	Qualified Generator Manufacturer (If applicable)	0.12%
For Steam Turbine Generator (applicable if the Steam Turbine Generator is being sourced from the associate as per clause 3.6.2 (a) (iv))	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%
<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 the contract for the scope related to Steam Turbine Generator and Auxiliaries including Turbine cycle, regenerative feed heating and pumping 		

	<p>system as per the format enclosed in the bidding documents.</p> <ul style="list-style-type: none"> • 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	<p>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.</p> <p>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.</p> <p>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.</p>	
3.7.0	<p>Route 7: Indian Company having experience of Supercritical units of 500MW or above on EPC Basis</p>	
3.7.1	<p>The Bidder should have executed on single package EPC (Engineering, Procurement and Construction) basis, at least two (2) nos. pulverized Coal 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 equipment and the BOP (Balance of Plant) comprising Coal Handling plant, Ash handling plant, Cooling Towers, Chimney, Water Treatment Plant including associated civil works for the above equipment & systems and two units</p>	

	(one from each reference plant) should have been commissioned during the last 20 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	<p>The Bidder shall associate/ collaborate for the (i) Steam Generator and (ii) Steam Turbine Generator sets and shall source these equipment only from the Associate / Collaborator who meets the following:</p> <p>(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</p> <p style="text-align: center;">Or</p> <p>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</p> <p style="text-align: center;">Or</p> <p>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.</p> <p>(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.</p> <p style="text-align: center;">Or</p> <p>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.</p> <p style="text-align: center;">Or</p> <p>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.</p>																	
3.7.3	<p>The Bidder shall furnish Deed of Joint Undertaking(s) (DJUs) and Financial Back up Bank Guarantee(s) as per the following table:</p> <table border="1" data-bbox="328 1648 1329 2078"> <thead> <tr> <th data-bbox="328 1648 719 1688">DJU</th> <th data-bbox="719 1648 1190 1688">Executants</th> <th data-bbox="1190 1648 1329 1688">BG</th> </tr> </thead> <tbody> <tr> <td data-bbox="328 1688 719 2002" rowspan="4">For Steam Generator</td> <td data-bbox="719 1688 1190 1729">The Bidder</td> <td data-bbox="1190 1688 1329 1729">-----</td> </tr> <tr> <td data-bbox="719 1729 1190 1769">FQSGM</td> <td data-bbox="1190 1729 1329 1769">0.20%</td> </tr> <tr> <td data-bbox="719 1769 1190 1850">Indian Subsidiary / JV Company for Steam Generator</td> <td data-bbox="1190 1769 1329 1850">0.10%</td> </tr> <tr> <td data-bbox="719 1850 1190 2002">Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Generator</td> <td data-bbox="1190 1850 1329 2002">0.10%</td> </tr> <tr> <td data-bbox="328 2002 719 2078" rowspan="2">For Steam Generator (if the Steam Generator is being</td> <td data-bbox="719 2002 1190 2042">The Bidder</td> <td data-bbox="1190 2002 1329 2042">-----</td> </tr> <tr> <td data-bbox="719 2042 1190 2078">Indian Subsidiary / JV Company/</td> <td data-bbox="1190 2042 1329 2078">0.20%</td> </tr> </tbody> </table>	DJU	Executants	BG	For Steam Generator	The Bidder	-----	FQSGM	0.20%	Indian Subsidiary / JV Company for Steam Generator	0.10%	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Generator	0.10%	For Steam Generator (if the Steam Generator is being	The Bidder	-----	Indian Subsidiary / JV Company/	0.20%
DJU	Executants	BG																
For Steam Generator	The Bidder	-----																
	FQSGM	0.20%																
	Indian Subsidiary / JV Company for Steam Generator	0.10%																
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company / JV Company for Steam Generator	0.10%																
For Steam Generator (if the Steam Generator is being	The Bidder	-----																
	Indian Subsidiary / JV Company/	0.20%																

sourced from the associate meeting the requirement of clause 3.6.1 (A) or Note 13 of QR clause 3.0.0)	Indian manufacturing company meeting requirements at 3.6.1 (A) or Note 13 of QR clause 3.0.0 & 3.10.0	
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%
<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 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. • 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. 		

3.7.4	<p>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.</p> <p>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.</p> <p>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.</p>
3.8.0	Balance of Plant Experience
3.8.1	<p>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 Handling plant, Ash handling plant, Cooling Towers, Chimney, Water Treatment Plant including associated civil works for the above equipment 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 fired power plant with unit size of 500 MW or higher capacity and such unit should have been commissioned during the last 20 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.</p>
3.8.2	<p>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.</p> <p>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 0.15 % of total contract price of the EPC package, in addition to the contract performance guarantee to be furnished by the Bidder.</p>
	<p>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), meeting the Qualifying Requirement(s) of the subject package(s), engaged by the bidder / associate.</p>

	<p>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.</p>
	<p>Notes for clause 3.0.0</p>
	<p>(1) Definitions</p> <p>(i) “Foreign Qualified Steam Generator Manufacturer” (FQSGM) means a manufacturer meeting requirements stipulated at 3.1.1(A).</p> <p>(ii) “Foreign Qualified Steam Turbine Generator Manufacturer” (FQSTGM) means a manufacturer meeting requirements stipulated at 3.1.1(B).</p> <p>(iii) “Indian Qualified coal fired Steam Generator Manufacturer” (Indian QSGM) means a manufacturer meeting requirements stipulated at 3.6.1 (A)</p> <p>(iv) “Indian Qualified Steam Turbine Generator Manufacturer” (Indian QSTGM) means a manufacturer meeting requirements stipulated at 3.6.1 (B)</p> <p>(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.</p> <p>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.</p> <p>(vi) Wherever the term 'coal fired' is appearing above, "coal" shall be deemed to also include bituminous coal/sub-bituminous coal/brown coal/lignite</p> <p>(vii) “Furnace zone” appearing in the QR, shall mean at least the Combustion zone of the Boiler.</p>
	<p>(2) Erection/Commissioning</p> <p>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</p>
	<p>(3) Direct / Indirect order</p> <p>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 shall also be considered qualified, in case the award for the reference works (Steam</p>

	<p>Generator / Turbine and Generator) 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 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 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) and 3.6.1(B) above as the case may be.</p> <p>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 for the successful operation of the Steam Generator / Turbine Generator set as specified at 3.1.1(A), 3.1.1(B), 3.1.4, 3.2.1, 3.2.3 , 3.6.1 (A) and 3.6.1(B) above as the case may be along with the bid.</p>
	<p>(4) Holding Company as a Foreign Qualified Steam Generator Manufacturer and/or Foreign Qualified Steam Turbine Generator Manufacturer</p> <p>(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.</p> <p>(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.</p> <p>In case of award , if the Holding Company itself is not the Bidder as a Foreign Qualified Steam Generator /Foreign Qualified Steam Turbine</p>

Generator Manufacturer, the Holding Company of the Foreign Qualified Steam Generator / Foreign Qualified Steam Turbine Generator 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 **0.40% / 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 **0.40% / 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 **0.40% / 0.25%** of the total contract price of the EPC Package respectively (as applicable), in addition to the

	<p>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.</p> <p>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.</p>
	<p>(5) Steam Generator Manufacturer with Technology Tie-up for Variable Pressure Design</p> <p>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).</p> <ol style="list-style-type: none"> i. The licensor should have experience of providing such variable pressure design Steam Generator technology for at least one (1) no. of pulverized coal fired supercritical Steam Generator for 1500 T/hr or higher capacity 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 for which the Bidder is qualified and shall offer only the type of water wall tubing in the

	<p>furnace zone (either spiral/inclined water wall with smooth tubing or vertical rifled type) for which his licensor is qualified.</p> <p>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 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.</p> <p>iv. In case of award, Technology Owner (Licensor) will be required to furnish a financial back up bank guarantee for an amount of 0.04% of total contract value of the EPC package in addition to the contract performance guarantee to be furnished by the Bidder.</p>
	<p>(6) For clause 3.4.0</p> <p>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.</p> <p>In such a case, the parent company mentioned above shall necessarily be part of DJU being submitted by the Bidder.</p> <p>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.</p>
	<p>(7) For clause 3.5.0</p> <p>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.</p> <p>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.</p> <p>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.</p>
	<p>(8) For clause 3.1.0, 3.3.0, 3.4.0 & 3.5.0</p> <p>The manufacturing may, alternatively, be carried out by another subsidiary registered for manufacturing supercritical Steam Generator /</p>

	<p>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.</p> <p>In such a case the manufacturing company shall necessarily be part of DJU being submitted by the Bidder.</p> <p>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</p>
	<p>(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.</p>
	<p>(10) For Clause 3.2.0 “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.</p>
	<p>(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.</p>
	<p>(12) For clause 3.6.0 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.</p>

(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 the Steam Generator and/or Steam Turbine Generator (as the case may be), 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 coal fired Steam Generators and/or Supercritical Steam Turbine Generators (as the case may be) 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 and/or Supercritical Steam Turbine Generators (as the case may be) 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 and/or Supercritical Steam Turbine Generators out of the above eight (8) Supercritical coal fired Steam Generators and/or Supercritical Steam Turbine Generators (as the case may be).

In the event any problem is encountered in Steam Generator and/or 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 Generator and/or 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 SG and/or STG islands. Accordingly, bidder shall be required to submit a Letter of undertaking, for Steam Generator and/or 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 Generator / Steam Turbine Generator (as applicable) , is sourced by the bidder from a qualified associate 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.

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. 2905 Crore (Rupees Two Thousand Nine Hundred and Five Crore only) or in equivalent foreign currency.
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	<p>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:</p> <p style="padding-left: 40px;">(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.</p> <p style="padding-left: 40px;">(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.</p> <p>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.</p>
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. 3650 Crore (Rupees Three Thousand Six Hundred and Fifty 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 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	<p>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</p> <table border="1" data-bbox="327 1173 1331 2060"> <thead> <tr> <th data-bbox="327 1173 603 1339">Collaborator(s) / Associate(s)</th> <th data-bbox="603 1173 898 1339">Applicable clauses</th> <th data-bbox="898 1173 1331 1339">Required annual turnover in INR (Crore) or in equivalent foreign currency for EPC Package</th> </tr> </thead> <tbody> <tr> <td data-bbox="327 1339 603 1659" rowspan="2">FQSGM</td> <td data-bbox="603 1339 898 1451">3.2.1, 3.6.2(a)(ii)</td> <td data-bbox="898 1339 1331 1451">INR 105 Crore (Rupees One Hundred and Five Crore Only)</td> </tr> <tr> <td data-bbox="603 1451 898 1659">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</td> <td data-bbox="898 1451 1331 1659">INR 706 Crore (Rupees Seven Hundred and Six Crore only)</td> </tr> <tr> <td data-bbox="327 1659 603 1989" rowspan="2">FQSTGM</td> <td data-bbox="603 1659 898 1749">3.2.1, 3.2.3, 3.6.2(a)(ii)</td> <td data-bbox="898 1659 1331 1749">INR 63 Crore (Rupees Sixty three Crore Only)</td> </tr> <tr> <td data-bbox="603 1749 898 1989">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</td> <td data-bbox="898 1749 1331 1989">INR 423 Crore (Rupees Four Hundred and Twenty three Crore only)</td> </tr> <tr> <td data-bbox="327 1989 603 2060">Indian Steam Generator and Steam</td> <td data-bbox="603 1989 898 2060">3.6.2(a)(ii)</td> <td data-bbox="898 1989 1331 2060">INR 706 Crore (Rupees Seven Hundred and Six Crore only)</td> </tr> </tbody> </table>	Collaborator(s) / Associate(s)	Applicable clauses	Required annual turnover in INR (Crore) or in equivalent foreign currency for EPC Package	FQSGM	3.2.1, 3.6.2(a)(ii)	INR 105 Crore (Rupees One Hundred and Five 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 706 Crore (Rupees Seven Hundred and Six Crore only)	FQSTGM	3.2.1, 3.2.3, 3.6.2(a)(ii)	INR 63 Crore (Rupees Sixty three 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 423 Crore (Rupees Four Hundred and Twenty three Crore only)	Indian Steam Generator and Steam	3.6.2(a)(ii)	INR 706 Crore (Rupees Seven Hundred and Six Crore only)
Collaborator(s) / Associate(s)	Applicable clauses	Required annual turnover in INR (Crore) or in equivalent foreign currency for EPC Package															
FQSGM	3.2.1, 3.6.2(a)(ii)	INR 105 Crore (Rupees One Hundred and Five 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 706 Crore (Rupees Seven Hundred and Six Crore only)															
FQSTGM	3.2.1, 3.2.3, 3.6.2(a)(ii)	INR 63 Crore (Rupees Sixty three 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 423 Crore (Rupees Four Hundred and Twenty three Crore only)															
Indian Steam Generator and Steam	3.6.2(a)(ii)	INR 706 Crore (Rupees Seven Hundred and Six Crore only)															

	Turbine Generator manufacturer (if Steam Generator is being sourced as per clause 3.6.2(a)(ii))		
	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 423 Crore (Rupees Four Hundred and Twenty three 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 706 Crore (Rupees Seven 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 423 Crore (Rupees Four Hundred and Twenty three Crore only)
	Separate Generator Manufacturer	3.1.4, 3.2.3, 3.3.3, 3.4.3, 3.5.3, 3.6.4, 3.7.4	INR 56 Crore (Rupees Fifty Six Crore only)
	Holding Company as FQSGM	Notes for clause 3.0.0 (4)	INR 706 Crore (Rupees Seven Hundred and Six Crore only)
	Holding Company as FQSTGM	Notes for clause 3.0.0 (4)	INR 423 Crore (Rupees Four Hundred and Twenty three Crore only)
	Technology Owner (Licensor to FQSGM)	Notes for clause 3.0.0 (5)	INR 105 Crore (Rupees One Hundred and Five Crore Only)
	BOP Associate	3.8.0	INR 547 Crore (Rupees Five Hundred and Forty Seven 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	<p>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:</p> <p>(i) Copies of the unaudited unconsolidated financial statements of the Collaborator(s) / Associate(s) along with copies of the audited consolidated</p>		

	<p>financial statements of the Holding Company of Collaborator(s) / Associate(s).</p> <p>(ii) 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.</p> <p>In cases where audited results for the last preceding financial year are not available, certification of financial statements from a practicing Chartered Accountant shall also be considered acceptable.</p>													
3.9.2.4	<p>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.</p>													
3.9.2.5	<p>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:</p> <table border="1"> <thead> <tr> <th>Collaborator(s) Associate(s)</th> <th>Applicable clauses</th> <th>Required unutilized line of credit in INR (Crore) or in equivalent foreign currency for EPC Package</th> </tr> </thead> <tbody> <tr> <td rowspan="2">FQSGM</td> <td>3.2.1, 3.6.2(a)(ii)</td> <td>INR 105 Crore (Rupees One Hundred and Five Crore Only)</td> </tr> <tr> <td>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</td> <td>INR 308 Crore (Rupees Three Hundred and Eight Crore only)</td> </tr> <tr> <td rowspan="2">FQSTGM</td> <td>3.2.1, 3.2.3, 3.6.2(a)(ii)</td> <td>INR 61 Crore (Rupees Sixty One Crore Only)</td> </tr> <tr> <td>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</td> <td>INR 180 Crore (Rupees One Hundred and Eighty Crore only)</td> </tr> </tbody> </table>	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, 3.6.2(a)(ii)	INR 105 Crore (Rupees One Hundred and Five 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 308 Crore (Rupees Three Hundred and Eight Crore only)	FQSTGM	3.2.1, 3.2.3, 3.6.2(a)(ii)	INR 61 Crore (Rupees Sixty One 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 180 Crore (Rupees One Hundred and Eighty Crore only)
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, 3.6.2(a)(ii)	INR 105 Crore (Rupees One Hundred and Five 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 308 Crore (Rupees Three Hundred and Eight Crore only)												
FQSTGM	3.2.1, 3.2.3, 3.6.2(a)(ii)	INR 61 Crore (Rupees Sixty One 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 180 Crore (Rupees One Hundred and Eighty 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 290 Crore (Rupees Two Hundred and Ninety Crore only)
	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 173 Crore (Rupees One Hundred and Seventy Three 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 290 Crore (Rupees Two Hundred and Ninety 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 173 Crore (Rupees One Hundred and Seventy Three Crore only)
	Separate Generator Manufacturer	3.1.4, 3.2.3, 3.3.3, 3.4.3, 3.5.3, 3.6.4, 3.7.4	INR 4 Crore (Rupees Four Crore Only)
	Holding Company as FQSGM	Notes for clause 3.0.0 (4)	INR 343 Crore (Rupees Three Hundred and Forty Three Crore only)
	Holding Company as FQSTGM	Notes for clause 3.0.0 (4)	INR 203 Crore (Rupees Two Hundred and Three Crore only)
	Technology Owner (Licensor to FQSGM)	Notes for clause 3.0.0 (5)	INR 7 Crore (Rupees Seven Crore Only)
	BOP Associate	3.8.0	INR 232 Crore (Rupees Two Hundred and Thirty Two 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 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	
3.9.3.1	The liability of each Collaborator /Associate for Steam Generator & Auxiliaries to the purchaser, in case of award shall not exceed as % of total contract price for the EPC package for NLC Talabira Thermal Power Project (NTTPP 3 X 800 MW), for various routes is as given below	
	Sl NO	Liability (for Associate/ Collaborator)
	1	Route 1 a) Liability of FQSGM , Subsidiary (ies), Indian Subsidiary Company/JV Company, subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A)
	2	Route 2 - Liability of FQSGM and other promoters.(Collaborator)
	3	Route 3 a) Liability of FQSGM, Subsidiary (ies), Indian Subsidiary Company/JV Company, subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A)
	4	Route 4 a) Liability of FQSGM, Parent Company of Indian Majority Stake Holder of the JV Company , Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/
		Liability as % of Total EPC cost.
		32%
		13%
		32%
		32%

		Indian manufacturing company meeting requirements at 3.6.1 (A)	
	5	Route 5 a) Liability of FQSGM, Parent Company of Indian Majority Stake Holder of the JV Company , Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A)	32%
	6	Route 6 - a) Liability of FQSGM, Parent Company of Indian Majority Stake Holder of the JV Company , Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A)	32%
	7	Route 6 - Liability of FQSGM (Collaborator from Route 2)	13%
	8	Route 7 a) Liability of FQSGM, Parent Company of Indian Majority Stake Holder of the JV Company , Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (A)	32%
	9	Liability of Technology Licensor (Variable Pressure design)	8%
3.9.3.2	The liability of each Collaborator /Associate for the Steam Turbine Generator & Auxiliaries to the purchaser, in case of award shall not exceed as % of total contract price for the EPC package NLC Talabira Thermal Power Project (NTTPP 3 X 800 MW), for various routes is as given below		
		Liability (for Associate/ Collaborator)	Liability as % of Total EPC cost.
	1	Route 1 a) Liability of FQSTGM, Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B)	18%

	2	Route 2 - Liability of FQSTGM and other promoters	7%
	3	Route 3 a) Liability of FQSTGM, Subsidiary (ies), Indian Subsidiary Company/JV Company, subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B)	18%
	4	Route 4 a) Liability of FQSTGM, Parent Company of Indian Majority Stake Holder of the JV Company, Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B)	18%
	5	Route 5 a) Liability of FQSTGM, Parent Company of Indian Majority Stake Holder of the JV Company, Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B)	18%
	6	Route 6 - a) Liability of FQSTGM, Parent Company of Indian Majority Stake Holder of the JV Company, Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B)	18%
	7	Route 6 - Liability of FQSTGM (Collaborator from Route 2)	7%
	8	Route 7 a) Liability of FQSTGM, Parent Company of Indian Majority Stake Holder of the JV Company, Subsidiary (ies), Indian Subsidiary Company/JV Company, Subsidiary company of the Indian manufacturing Company, and Other promoter b) Liability of Indian Subsidiary / JV Company/ Indian manufacturing company meeting requirements at 3.6.1 (B)	18%
3.9.3.3	The liability of each Collaborator /Associate for the Generator & Auxiliaries to the purchaser, in case of award shall not exceed as % of total contract price for the		

	EPC package for NLC Talabira Thermal Power Project (NTTTP 3 X 800 MW), for various routes is as given below	
	Sl no	Liability -Generator Auxiliaries
		Liability as % of Total EPC cost.
	i)	Route 1 to 7 - Liability of Qualified Generator Manufacturer
		2%
3.9.3.4	The liability of Associate for the Balance of Plant portion to the purchaser, in case of award shall not exceed 24% of total contract price for the EPC package for NLC Talabira Thermal Power Project (NTTTP 3 X 800 MW).	
3.9.3.5	The bidders shall furnish relevant Deed of Joint Undertaking (DJU) along with the bid as per formats enclosed.	
	<p>Notes for Clause 3.9.0</p> <ol style="list-style-type: none"> 1. Net Worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus. 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. <p>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 award.</p>	
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 and its associate to set up manufacturing facility in India for manufacture of supercritical Steam 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 (Headers)	<ul style="list-style-type: none"> • Welding • Machining & drilling • Heat treatment • Hydraulic testing 	42	20

			<ul style="list-style-type: none"> • 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:					
SI. 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 fabrication and core building facility. Stator bar manufacturing and heavy machining facility for fabricated items. 	40	20	
	5.	Generator Rotor	<ul style="list-style-type: none"> Rotor machining including slotting. Rotor assembly and balancing. Exciter manufacturing & testing. Rotor winding facility 	42	15	
	6.	Generator Assembly	<ul style="list-style-type: none"> Generator Assembly & testing 	48	5	
3.10.3	<p>Liquidated damages for delay in Phased Manufacturing Programme:</p> <p>The amount of liquidated damages for the delay to meet various milestones of phased manufacturing will subject to maximum 1.9 % and 1.1 % 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.</p>					
3.10.4	<p>On demand Bank Guarantee for PMP:</p> <p>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.</p>					

3.10.5	<p>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.</p>
3.10.6	<p>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, valid minimum up to the end of the Warranty period of the contract.</p> <p>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.</p> <p>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 800 MW supercritical unit is supplied by the Bidder under this tender.</p>
3.10.7	<p>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.</p>
3.10.8	<p>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.</p> <p>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.</p>

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
	<ol style="list-style-type: none"> 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 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.
4.0.0	DOCUMENTARY EVIDENCES TO BE SUBMITTED ALONG WITH BID:
	<ol style="list-style-type: none"> 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.
5.0.0	OTHER REQUIREMENTS:
	Bidder to note the following clauses and furnish point wise confirmation of acceptance of these clauses in the bidding documents.
5.1.0	The successful bidder on award of LOA, shall furnish a Contract performance guarantee for a value of 10% 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.
5.2.0	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 <u>furnish an undertaking in the bid as per the format enclosed in the bidding documents.</u>

	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.
5.3.0	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.
5.4.0	The bidder shall furnish the following details also along with his 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
5.5.0	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.
5.6.0	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.
5.7.0	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.
5.8.0	The Bidder shall offer only the type of Steam Generator and type of water wall tubing in the furnace zone for which he is qualified. In case of Steam Generator Manufacturer with Technology Tie-up for Variable Pressure Design as per note 5.0 of QR cl 3.0.0, the Bidder shall offer only the type of Steam Generator 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. In case of non-compliance of the above, the bid shall be liable for rejection.
5.9.0	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 confirm compliance to the requirements in this regard as indicated below:
5.9.1	Definitions: i. ‘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

	<p>customs duties) as a proportion of the total value, in percent.</p> <p>ii. ‘Class -I local supplier’, means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’ under order dt. 16.09.2020.</p> <p>iii. ‘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.</p> <p>iv. 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.</p> <p>v. ‘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.</p> <p>vi. ‘EL1’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjusted in the evaluation process as per the tender or other procurement solicitation.</p> <p>vii. ‘Margin of purchase preference’ means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the EL1 for the purpose of purchase preference.</p> <p>viii. ‘Nodal Ministry’ means the Ministry of Department identified pursuant to this order in respect of a particular item of goods or services or works.</p> <p>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.</p> <p>x. ‘Works’ means all works as per Rule 130 of GFR-2017, and will also include ‘turnkey works’.</p>
5.9.2	<p>Eligibility Class:</p> <p>Class-I local supplier , Class-II local supplier and ‘Non-local suppliers’</p>
5.9.3	<p>Margin of Purchase Preference: (Only for Class I Local Supplier)</p> <p>The margin of purchase preference shall be 20%.</p>
5.9.4	<p>Verification of local content:</p> <p>a. The ‘Class-I local supplier’/‘Class-II local supplier’ at the time of</p>

	<p>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.</p> <p>b. In cases of procurement for a value in excess of Rs.10 crores, 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.</p> <p>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 two years as per the Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.</p> <p>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.</p>
5.9.5	<p>Reciprocity Clause :</p> <p>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.</p> <p>The term ‘entity’ of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.</p>
5.10.0	<p>Ref: Department of Expenditure Order (Public Procurement No.: 1) Order No.6/18/2019-PPD, Dt: 23.07.2020.</p>
	<p>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.</p> <p>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.</p> <p>III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established</p>

- 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
- 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

“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

	<p><i>fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached].</i></p> <p><u>Model Certificate for Works involving possibility of sub-contracting</u></p> <p><i>“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 eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].</i></p> <p>Note:</p> <p>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)</p>
5.11.0	The Bidders are requested to note that the bids will be evaluated taking into consideration of the orders mentioned in Clause 5.9.0 and 5.10.0 above.
5.12.0	<p><u>Certification for testing:</u></p> <p>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:</p> <p>(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.</p> <p>(2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).</p> <p>(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.</p> <p>(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.</p>
5.13.0	INTEGRITY PACT PROGRAMME:
5.13.1	NLCIL is committed to have most ethical business dealing with the vendors, Bidders and Contractors of goods and services and deal with them in a transparent manner with Equity and Fairness.
5.13.2	NLCIL being a signatory in implementing the Integrity Pact Programme with

	Transparency International India, all the bidders / contractors required to sign the 'Integrity Pact' during the submission of the Techno-Commercial bids / offers.
5.14.0	<p>The bidder to note the following clauses also while submitting the bid documents:</p> <ol style="list-style-type: none"> i. For calculating the Average Annual Turnover, given in Foreign Currency, the B.C-Selling exchange rate prevailing 7 days prior to the original scheduled date of Tender opening will be considered. ii. Notwithstanding anything stated above, the Purchaser reserves the right to verify all statements / information submitted to confirm the bidder's claim on experience and to assess the capabilities and capacity of the Bidder/his collaborators/ associates/Promoters/Parent company/ Subsidiary Companies/holding company / DJU partner to perform the contract, should the circumstances warrant such verification / assessment in the overall interest of the Purchaser. iii. The Purchaser 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/ Apostille in lieu of Embassy Authentication and within India experience certificate is to be attested by a Notary Public. iv. The purchaser also reserves the right to consider any foreign installations as experience, only if the bidder facilitates necessary inspection of such installation by the purchaser or its authorized agency. However, cost pertaining to the purchaser's or its authorized agency's personnel shall be borne by the purchaser or its authorized agency. v. The purchaser reserves the right to reject any or all bids or cancel/withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

6.0.0 TIME SCHEDULE

6.1.0 For SECTION-A

DESCRIPTION	Time Schedule in months from the date of LOA
Completion of entire Scope of Work in Thermal Power Plant Area	18 Months
Completion of entire Scope of Work in Integrated Talabira Township	24 Months
Completion of entire Scope of Work in External Electrical Works	12 Months

6.2.0 **For SECTION-B**

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

6.2.1

i) Completion of Trial Operation		
Unit # 1	:	Within 52 months from the date of LOA
Unit # 2	:	Within 58 months from the date of LOA
Unit # 3	:	Within 64 months from the date of LOA

6.2.2

ii) Completion of Performance Guarantee Test		
Unit # 1	:	Within 55 months from the date of LOA
Unit # 2	:	Within 61 months from the date of LOA
Unit # 3	:	Within 67 months from the date of LOA

7.0.0 **BID GUARANTEE**

Bidders are requested to refer ‘Instructions to Bidders’ for details of submission of Bid guarantee.

8.0.0 **BID SUBMISSION & OPENING CONDITIONS**

8.1.0 All bids, including all attachments/enclosures shall be prepared in English Language only and submit online in the NLCIL web site. The bidder shall submit the offer for full scope of work indicated in the Tender Specification.

Online bids are to be submitted for Part - I & Part – II

Part I	:	Covering Letter, Bid form (Part-I) (As per Annexure -B), Power of Attorney, Proof for Remittance of Cost of tender document, Bid Guarantee, Integrity Pact, QR documents, Collaboration Agreement / Deed of Joint Undertaking (DJU) if applicable, Techno- Commercial details, Minimum local content Certificates from the bidder and auditor, if applicable and any other details as applicable.
Part II	:	(i) Duly filled in Form of bid as per Annexure – C of Invitation for Bid (IFB). (ii) Price Bid with completely filled in Schedule of Prices including Performance Guarantee Parameter (Schedule – F1, Table 1 to 9) of Volume – IA with total prices as per Table I.

	(iii) List of mandatory Spares and Tools & Tackles with itemized prices (basic price) as per Vol VI.
Physical Cover	: Bidders are requested to furnish the following documents in Original in a sealed Physical cover within the last date of receipt of Bids: <ol style="list-style-type: none"> 1. Bidders are requested to refer 'Instructions to Bidders' for details of submission of Bid guarantee. 2. Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid. 3. Deed of Joint Undertaking, if applicable. 4. Integrity Pact. 5. Duly filled up Checklist as in Specimen Format.

Bidders are requested to submit their Physical Cover within the stipulated time to the Office of the General Manager / Contracts, Corporate Office, Block-1, NLC India Limited, Neyveli-607801, Tamil Nadu, India.

8.2.0 Part-I and Physical cover shall be opened on the scheduled date of tender opening. The offers/bids of the bidders who satisfy the conditions of Bid Guarantee, Integrity Pact shall be considered for further evaluation on PQR aspects.

9.0.0 SPECIAL NOTE AND INFORMATION REGARDING THE TENDER

i) The tender fees be remitted through RTGS / NEFT / SWIFT mode. The Bidder is to note that the Bank's commission charges will be to the account of the Bidder and the net amount transferred to NLCIL's account shall be equal to the cost of the tender document. The qualification of Bidder is subject to receipt of tender fees stipulated in the tender. No other mode of payment will be accepted. The details of NLCIL's account is given below:-

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

- ii) Bidders are requested to visit NLCIL website under e-contracts portal (econts.nlcindia.com) for registration and submission of bid.
- iii) The Tender Documents can be downloaded from NLCIL's Website www.nlcindia.com/ econts.nlcindia.com or Central Public Procurement Portal (CPPP) of Government of India, Website: www.eprocure.gov.in.
- iv) Bid Guarantee: Bidder is required to submit Bid Guarantee along with the Bid (Part- I) in the form and manner as described in the 'Instructions to Bidders'.
- v) The Bidder shall submit the Bid documents on or before the scheduled date and time as specified.
- vi) All other terms and conditions along with the technical specifications, time schedule, Bid Guarantee, validity of Bid and Instructions to Bidders, etc., are contained in the tender specification.
- vii) NLC INDIA LIMITED reserves the right to accept/reject any Bid or all Bids received at its discretion without assigning any reason thereof. No further correspondence shall be entertained in this regard.
- viii) Issuance of Tender Specifications to a Bidder shall not be construed to mean that such Bidder would be automatically considered.
- ix) Bids submitted by E-mail, Telefax, Postal/Courier/ Hard copy will not be considered.
- x) NLC INDIA LIMITED takes no responsibility for delay, loss or non-receipt of any letter / Correspondence sent either way.
- xi) The Purchaser reserves its right to allow Purchase Preference to Central Public Sector Undertakings, as notified by the Government of India from time to time.
- xii) The Tender specifications are meant for the exclusive purpose of Bidding against the subject package and shall not be transferred, reproduced or otherwise used for purposes other than for which these are specifically issued.

A. Sebrina
18/11/2020

GENERAL MANAGER / CONTRACTS

NLC INDIA LIMITED