



# NTPC-SAIL POWER COMPANY PRIVATE LIMITED

(A Joint Venture of NTPC & SAIL)

CORPORATE CONTRACTS & MATERIALS, NEW DELHI

**(International Competitive Bidding)**

DETAILED INVITATION FOR BIDS

**IFB No.: CC&M-C-347-211**

**Date of Issue: 24.07.2014**

**EPC PACKAGE FOR  
ROURKELA THERMAL POWER PROJECT (1x250 MW)  
LOCATED IN DISTRICT SUNDARGARH, STATE OF ODISHA, INDIA**

1.0 NSPCL invites e-tenders in Two Stages (**i.e. Stage-I : Techno-Commercial Bid and Stage-II: Price Bid**) for EPC Package For **Rourkela Thermal Power Project (1x250 MW)** Located In District Sundargarh, State of Odisha, India as per the brief Scope of Work mentioned hereinafter.

**2.0 BRIEF SCOPE OF WORK**

The Brief scope of work for the subject EPC Package for Rourkela Thermal Power Project (1 X 250 MW) is as follows:

The scope of work for the proposed EPC package ( 1x250 MW) coal based thermal power plant at Rourkela include design, engineering, manufacture / supply, erection, testing & commissioning on the basis of single point responsibility, completely covering the following activities and services in respect of Steam Generator, Steam Turbine Generator and Electrostatic Precipitator, all Balance of Plant (BOP) systems, all electrical systems including Switchyard, complete Control & Instrumentation and complete Civil and Structural works covered under the specifications.

1. Steam generator & its auxiliaries including regenerative rotary air pre heaters, coal pulverizers & firing system, LDO firing system, ID, FD & PA Fans, ducts, dampers, sootblowing system, auxiliary steam system, electrostatic precipitator (ESP).
2. Steam turbine and its auxiliaries including turbine lube oil system, turbine control fluid system, HP-LP bypass system, steam condenser, Condenser air evacuation pumps, condensate extraction pumps, regenerative feed water heating plant consisting of LP heaters and HP heaters, Deaerator with feed water storage tank, boiler feed pumps.
3. Equipment cooling water system, DM water make up system, service water system.
4. Circulating Cooling Water System and cooling tower (IDCT type).
5. Plant compressed air system
6. HP chemical (phosphate) dosing system, low pressure chemical dosing system.
7. Ash handling plant including bottom ash handling system in lean phase, Dry fly ash handling system along with HCSD system.
8. Mill reject system

9. Coal handling plant including Wagon tippler, Side Arm Charger.
10. Make up water system including Intake well, raw water pumps & piping from intake well to plant and desilting basin.
11. Pre-treatment plant and clarified water storage tank.
12. Fire Detection, Alarm & Protection System.
13. AC & Ventilation system
14. Complete Electrical system including GIS switch yard.
15. Control & Instrumentation.
16. Complete Civil & Structural works.
17. Ash dyke
18. Chimney
19. Providing engineering drawings, data/ information, instruction manual, as built drawings and O&M manuals.
20. PG tests including the test of performance demonstration after successful completion of trial operation.
21. Spares on FOR site basis.

Detailed scope of work has been specified in the bidding documents.

- 3.0 NSPCL intends to finance the subject Package through External Commercial Borrowings/Own Resources.
- 4.0 Detailed specification, scope of work and terms & conditions are given in the bidding documents, which are available for examination on the website [www.tenderwizard.com/NSPCL](http://www.tenderwizard.com/NSPCL) or at the address given below till the last date for requesting the bidding documents indicated herein. The salient details and schedule for the bidding is as under:

Issuance of IFB	24.07.2014
Document Download / Sale Commencement Date & Time	10:00:00 on 08.09.2014
Document Download / Sale Close Date & Time	17:00:00 on 07.10.2014
Pre-Bid Conference Date and Last Date & Time for Receipt of Queries from Bidders (if any)	17:00:00 on 17.10.2014
Last Date and Time for Techno-Commercial Bid (Stage-I) submission	14:30:00 on 05.11.2014
Techno-Commercial (Stage-I) Bid Opening Date & Time	15:00:00 on 05.11.2014
Cost of Bidding Documents in INR	₹ 22,500/- (Rupees Twenty Two Thousand Five Hundred only) for Indian Bidders and US \$ 500/- (US Dollars Five Hundred only) for Foreign Bidders.

Date for opening of Price Bid (Stage – II) shall be intimated separately after opening of Techno-Commercial Bid (Stage-I) to the successful bidders of Stage-I.

- 5.0 A complete set of Bidding Documents is to be downloaded from NSPCL's e-tender website "<http://www.tenderwizard.com/NSPCL>" after registration on the website and after paying the cost of bidding documents(non-refundable) as mentioned at clause 4.0 above in the form of an Account Payee Demand Draft / Bankers' Pay Order in favour of NTPC-SAIL Power Company Private Limited or "**NSPCL**" payable at **New Delhi** or through Electronic Money Transfer into NSPCL's Account No. **0007 0500 2031** of ICICI Bank, Connaught Place Branch, New Delhi, (IFSC Code **ICIC 0000007**) and entering its details at the appropriate place on the website. The original of the Demand Draft / Bankers' Pay Order or printed copy of the transaction statement for the Electronic Money Transfer is to be submitted in original at the address indicated below along with the Earnest Money Deposit.
- 5.1 Only the downloaded documents are to be used for bidding purposes. Bids shall be submitted and opened at the address given below in the presence of Bidder's representatives who choose to attend.
- 5.2 All bids must be accompanied by Bid Security for an amount of **₹ 285,341,000/- (Rupees Two Hundred Eighty Five Million Three Hundred forty one thousand only for Indian Bidders and US \$ 4,771,600 (US Dollar Four Million Seven hundred seventy one thousand six hundred only)** for Foreign Bidders in the form as stipulated in the Bidding Documents.
- ANY BID FOR WHICH ACCEPTABLE BID SECURITY AND COST OF BIDDING DOCUMENTS IN A SEALED ENVELOPE IS NOT RECEIVED PHYSICALLY AT THE ADDRESS INDICATED BELOW SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED.***
- 5.3 The Bidder may examine the bidding documents and may request for any modification or clarification or suggestions or deviation to the bidding documents prior to the specified last date for clarifications. The bidders are required to send his request to NSPCL at emails [rajendra010614@gmail.com](mailto:rajendra010614@gmail.com) and [ahirwar.rp@gmail.com](mailto:ahirwar.rp@gmail.com) for any modification or clarification or suggestions through email only on or before the specified last date for the same.
- 5.4 Subsequent to last date for receipt of clarifications, NSPCL shall internally review the clarifications/ suggestions/deviations of the bidders and transmit the response (without identifying the source of query) to all prospective Bidders who have received the bidding documents. The response shall be sent through amendments/ clarifications to the bidding documents through email. While making his Techno-Commercial Bid & Price Bid; the bidder shall take into consideration all terms, conditions and specifications of the Bidding Documents, the amendment(s)/ clarification(s)/ addenda/errata (if any) issued by NSPCL prior to opening of Techno-Commercial Bids.
- 5.5 In case any modification (s) or clarification (s) or suggestion (s) of the bidders is / are not accepted in the said amendments/ clarifications made to the bidding documents; the bidders shall suitably take in to account the implication of such modification or clarification or suggestions by the bidder into their bid prices, if any, and submit their bid without any further modification or clarification or suggestions or deviation.
- 5.6 During the submission of Techno-Commercial Bid, Bidders shall be required to furnish a 'No Deviation Certificate' confirming full compliance to the terms, conditions and Technical Specifications of Bidding Documents and Corrigendum(s) / Amendment(s)/ Clarification(s) (if any), failing which bids shall be rejected and will not be opened.

## 6.0 Qualifying Requirements for Bidders (QR):

**1.0.0** The Bidder should meet the qualifying requirements of any one of the qualifying routes stipulated under clause 1.1.0 or 1.2.0 or 1.3.0 or 1.4.0 or 1.5.0 or 1.6.0. In addition, the Bidder should also meet the requirements stipulated under clause 2.0.0, 3.0.0 & 4.0.0 together with the requirements stipulated under section ITB.

**1.1.0 Route 1: Qualified Steam Generator and/or Qualified Steam Turbine Generator Manufacturer.**

1.1.1 (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 Steam Generator having rated capacity of 680 tonnes of steam per hour or above. Further such steam generator should be of the type specified ( i.e. drum type with single pass (tower type) or two pass type arrangement with reheat) and should have been in successful operation for a period of not less than one (1) year prior to the date of techno - commercial bid opening. The bidder shall offer only the type of Steam Generator for which he is qualified.

**AND /OR**

1.1.1 (B) The Bidder should have designed, engineered, manufactured / got manufactured, erected / supervised erection, commissioned / supervised commissioning of (i) at least one (1) number of reheat type Steam Turbine of 200 MW or above capacity of the type specified(i.e. tandem compound, single reheat, regenerative, condensing, multi cylinder design steam turbine), (ii) at least one (1) number of generator of two pole, thermal class F (1550C) winding insulation, hydrogen / water cooled stator and hydrogen / water cooled rotor of 200 MW or above capacity. These steam turbine and generator should have been in successful operation for a period of not less than one (1) year prior to the date of techno - commercial bid opening.

1.1.2 In case the Bidder meets the requirements indicated at 1.1.1 (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 with either of the following and shall source the equipment i.e. Steam Turbine Generator Set or Steam Generator set, only from such qualified associate.

(i) Qualified Steam Turbine Generator Manufacturer or Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 1.1.1(B) in conjunction with 1.1.4 (as applicable) or 1.1.1(A) above as the case may be for the respective equipment.

**OR**

(ii) Indian Subsidiary /JV Company of Qualified Steam Turbine Generator Manufacturer or Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 1.3.1(a) in conjunction with 1.3.3 (if applicable) or 1.4.1 (a) in conjunction with 1.4.3 (if applicable) as the case may be for the respective equipment.

1.1.3 Bidder shall furnish Deeds of Joint Undertaking (DJU) as per the following table:

DJU	Executants	BG
For Steam Generator	The Bidder	-
	Indian Subsidiary /JV Company for Steam Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Generator	0.15%
	QSGM (applicable if other than Bidder)	0.3%
For Steam Turbine Generator	The Bidder	-
	QSTGM (applicable if other than Bidder)	0.3%
	Indian Subsidiary /JV Company for Steam Turbine Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Turbine Generator	0.15%
	Qualified Generator Manufacturer (if applicable)	0.1%
For project management if applicable as per clause 3.0.0	The Bidder	-
	Project Management Organization	INR 20 Million
For Engineering if applicable as per clause 4.0.0	The Bidder	-
	Architect Engineering Firm	INR 1.5 Million
<ul style="list-style-type: none"> <li>• In the deed of joint undertaking for steam generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the contract for the scope related to steam generator and auxiliaries as per the format enclosed in the bidding documents.</li> <li>• 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 Employer for successful performance of the <b>contract for the scope related to Steam Turbine Generator and Auxiliaries including turbine cycle, regenerated feed heating and pumping system</b> as per the format enclosed in the bidding documents.</li> <li>• Qualified Generator Manufacturer (where ever applicable) shall be liable to the Employer for successful performance of the generator and its auxiliaries as per the format enclosed in the bidding documents.</li> <li>• Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.</li> <li>• 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.</li> <li>• The Deed of Joint Undertaking shall be submitted along with techno-commercial bid, falling which the Bidder shall be disqualified and its bid shall be rejected.</li> <li>• Applicable BGs are in addition to the contract performance security to be furnished by the Bidder.</li> <li>• Applicable BGs shall be furnished in case of award.</li> </ul>		

- 1.1.4 A steam turbine manufacturer who meets the requirements of clause 1.1.1(b) except for generator would also qualify if he associates/collaborates with a Generator manufacturer who meets the requirements of clause 1.1.1(b) fully in respect of generator, hereinafter referred to as Qualified Generator Manufacturer.

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 1.1.3 above.

**1.2.0 Route 2: Indian Steam Generator and Steam Turbine Generator Manufacturer**

- 1.2.1 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 200 MW or higher size unit and (ii) at least one (1) number of reheat type of steam turbine and generator set of 200 MW or above capacity, which should have been in successful operation for a period of not less than one (1) year prior to the date of techno-commercial bid opening.

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

- 1.3.1 (a) The Bidder shall be an Indian Subsidiary Company of a Qualified Steam Generator Manufacturer and/or a Qualified Steam Turbine Generator Manufacturer meeting requirements of clause 1.1.1 (A) and/or 1.1.1 (B) (as the case may be), registered in India under the Companies Act of India, as on the date of techno-commercial bid opening, for manufacturing steam generator and/or 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 date of techno-commercial bid opening.

The Subsidiary Company shall remain a Subsidiary Company of the Qualified Steam Generator Manufacturer and/or 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 defect liability period of the contract whichever is later.

- (b) In case the Bidder meets the requirements indicated at 1.3.1(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 with either of the following and shall source the equipment i.e. steam turbine generator set or steam generator set, only from such qualified associate.
- (i) Qualified Steam Turbine Generator Manufacturer or Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 1.1.1(B) in conjunction with 1.1.4 (as applicable) or 1.1.1(A) above as the case may be.

**OR**

EPC Package for Rourkela Thermal Power Project (1x250 MW) BID DOCUMENT NO: CC&M-C-347-211	INVITATION FOR BIDS (Detailed)	SECTION - I (IFB) PAGE 6 OF 25
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- (ii) Indian subsidiary / JV Company of Qualified Steam Turbine Generator Manufacturer or Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 1.3.1 (a) in conjunction with 1.3.3 (if applicable) or 1.4.1 (a) in conjunction with 1.4.3 (if applicable) as the case may be.

1.3.2 The Bidder shall furnish Deeds of Joint Undertaking (DJUs) as per the following table:

DJU	Executants	BG
For Steam Generator	The Bidder	-
	QSGM	0.3%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Generator	0.15%
	Indian Subsidiary /JV Company for Steam Generator (applicable if other than Bidder)	0.15%
For Steam Turbine Generator	The Bidder	-
	QSTGM	0.3%
	Indian Subsidiary /JV Company for Steam Turbine Generator (applicable if other than Bidder)	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Turbine Generator	0.15%
	Qualified Generator Manufacturer (if applicable)	0.1%
For project management if applicable as per clause 3.0.0	The Bidder	-
	Project Management Organization	INR 20 Million
For Engineering if applicable as per clause 4.0.0	The Bidder	-
	Architect Engineering Firm	INR 1.5 Million
<ul style="list-style-type: none"> <li>In the deed of joint undertaking for steam generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the contract for the scope related to steam generator and auxiliaries as per the format enclosed in the bidding documents.</li> <li>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 Employer for successful performance of the <b>contract for the scope related to Steam Turbine Generator and Auxiliaries including turbine cycle, regenerated feed heating and pumping system</b> as per the format enclosed in the bidding documents.</li> <li>Qualified Generator Manufacturer (where ever applicable) shall be liable to the Employer for successful performance of the generator and its auxiliaries as per the format enclosed in the bidding documents.</li> <li>Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.</li> <li>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.</li> </ul>		

- The Deed of Joint Undertaking shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.
- Applicable BGs are in addition to the contract performance security to be furnished by the Bidder.
- Applicable BGs shall be furnished in case of award.

1.3.3 In case the Bidder is an Indian Subsidiary Company of a steam turbine manufacturer as its promoter meeting the requirements of clause 1.1.1 (B) except for generator or if the Bidder's associate is steam turbine manufacturer meeting the requirements of clause 1.1.1(B) except for generator would also qualify provided the Subsidiary Company / JV Company of the steam turbine generator manufacturer associates with a Generator Manufacturer who meets the requirements of clause 1.1.1(B) fully in respect of generator.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for steam turbine generator and auxiliaries) as per clause 1.3.2 above.

**1.4.0 Route 4: Indian Joint Venture (JV) Company for manufacturing of Steam Generator and/or Steam Turbine Generator in India between an Indian Company and a Qualified Steam Generator and/or Qualified Steam Turbine Generator Manufacturer.**

1.4.1 (a) The Bidder shall be a Joint Venture (JV) Company incorporated in India under the Companies Act of India, as on the date of techno-commercial bid opening, promoted by (i) an Indian Company registered in India under the Companies Act of India and (ii) a Qualified Steam Generator Manufacturer and/or Qualified Steam Turbine Generator Manufacturer meeting requirements of clause 1.1.1(A) and/or 1.1.1(B) (as the case may be), created for the purpose of manufacturing in India steam generator and/or 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 date of techno-commercial bid opening.

The Qualified Steam Generator Manufacturer and/or 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 defect liability period of the contract whichever is later.

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

In the event that the majority stake holder in the JV Company is an entity other than the Qualified Steam Generator Manufacturer and/or 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 10000 million or more. At least one of such projects should have a contract value of INR 4000 million or more.



These projects shall be in successful operation for a period of not less than one year prior to the date of techno-commercial bid opening.

- (b) In case the Bidder meets the requirements indicated at 1.4.1(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 with either of the following and shall source the equipment i.e. steam turbine generator set or steam generator set, only from such qualified associate.
- (i) Qualified Steam Turbine Generator Manufacturer or Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 1.1.1(B) in conjunction with 1.1.4 (as applicable) or 1.1.1(A) above as the case may be.

**OR**

- (ii) Indian subsidiary / JV Company of Qualified Steam Turbine Generator Manufacturer or Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 1.3.1 (a) in conjunction with 1.3.3 (if applicable) or 1.4.1(a) in conjunction-with 1.4.3 (if applicable) as the case may be.

1.4.2 The Bidder shall furnish Deeds of Joint Undertaking (DJUs) as per the following table:

<b>DJU</b>	<b>Executants</b>	<b>BG</b>
For Steam Generator	The Bidder	-
	QSGM	0.3%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Generator	0.15%
	Indian Subsidiary /JV Company for Steam Generator (applicable if other than Bidder)	0.15%
For Steam Turbine Generator	The Bidder	-
	QSTGM	0.3%
	Indian Subsidiary /JV Company for Steam Turbine Generator (applicable if other than Bidder)	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Turbine Generator	0.15%
	Qualified Generator Manufacturer (if applicable)	0.1%
For project management if applicable as per clause 3.0.0	The Bidder	-
	Project Management Organization	INR 20 Million
For Engineering if applicable as per clause 4.0.0	The Bidder	-
	Architect Engineering Firm	INR 1.5 Million
<ul style="list-style-type: none"> <li>In the deed of joint undertaking for steam generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the contract for the scope related to steam generator and auxiliaries as per the format enclosed in the bidding documents.</li> </ul>		

- 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 Employer for successful performance of the **contract for the scope related to Steam Turbine Generator and Auxiliaries including turbine cycle, regenerated 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 Employer 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 shall be submitted along with techno-commercial bid, falling which the Bidder shall be disqualified and its bid shall be rejected.
- Applicable BGs are in addition to the contract performance security to be furnished by the Bidder.
- Applicable BGs shall be furnished in case of award.

- 1.4.3 In case the Bidder is an Indian Joint Venture Company with a steam turbine manufacturer as one of the promoters meeting the requirements of clause 1.1.1(B) except for generator or if the Bidder's associate is steam turbine manufacturer meeting the requirements of clause 1.1.1(B) except for generator would also qualify provided the JV Company/ Subsidiary Company of the steam turbine generator manufacturer associates with a Generator Manufacturer who meets the requirements of clause 1.1.1 (B) fully in respect of generator.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for steam turbine generator and auxiliaries) as per clause 1.4.2 above.

- 1.5.0 Route 5: Indian Company who holds at least 51% equity in a Joint Venture Company for manufacturing Steam Generator and/or Steam Turbine Generator sets in India between an Indian Company and a Qualified Steam Generator and/or Qualified Steam Turbine Generator Manufacturer.**

- 1.5.1 (a) The Bidder shall be an Indian Company who holds majority stake in a Joint Venture Company incorporated in India under the Companies Act of India as on the date of techno-commercial bid opening, promoted by (i) a Company registered in India under the Companies Act of India and (ii) a Qualified Steam Generator and/or Qualified Steam Turbine Generator Manufacturer meeting requirements of clause 1.1.1(A) and/or 1.1.1 (B) (as the case may be), created for the purpose of manufacturing steam generator and/or 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 date of techno commercial bid opening.

The Qualified Steam Generator and/or 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 defect liability period of the contract whichever is later.

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

The Bidder should have executed in the last 10 years large industrial projects on EPC basis (with or without civil works) in the area of power, steel, oil & gas, petro-chemical, fertilizer and / or any other process industry with the total value of such projects being INR 10000 million or more. At least one of such projects should have a contract value of INR 4000 million or more. These projects shall be in successful operation for a period of not less than one year prior to the date of techno-commercial bid opening.

- (b) In case the Bidder meets the requirements indicated at 1.5.1(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 with either of the following and shall source the equipment i.e. steam turbine generator set or steam generator set, only from such qualified associate.
- (i) Qualified Steam Turbine Generator Manufacturer or Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 1.1.1(B) in conjunction with 1.1.4 (as applicable) or 1.1.1(A) above as the case may be.

**OR**

- (ii) Indian subsidiary / JV Company of Qualified Steam Turbine Generator Manufacturer or Qualified Steam Generator Manufacturer, who shall in turn meet the requirements stipulated at 1.3.1 (a) in conjunction with 1.3.3 (if applicable) or 1.4.1 (a) in conjunction with 1.4.3 (if applicable) as the case may be.

1.5.2 The Bidder shall furnish Deeds of Joint Undertaking (DJUs) as per the following table:

<b>DJU</b>	<b>Executants</b>	<b>BG</b>
For Steam Generator	The Bidder	-
	QSGM	0.3%
	Indian Subsidiary /JV Company for Steam Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Generator (applicable if other than Bidder)	0.15%
For Steam Turbine Generator	The Bidder	-
	QSTGM	0.3%
	Indian Subsidiary /JV Company for Steam Turbine Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Turbine Generator (applicable if other than Bidder)	0.15%
	Qualified Generator Manufacturer (if applicable)	0.1%

For project management if applicable as per clause 3.0.0	The Bidder	-
	Project Management Organization	INR 20 Million
For Engineering if applicable as per clause 4.0.0	The Bidder	-
	Architect Engineering Firm	INR 1.5 Million
<ul style="list-style-type: none"> <li>• In the deed of joint undertaking for steam generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the contract for the scope related to steam generator and auxiliaries as per the format enclosed in the bidding documents.</li> <li>• 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 Employer for successful performance of the <b>contract for the scope related to Steam Turbine Generator and Auxiliaries including turbine cycle, regenerated feed heating and pumping system</b> as per the format enclosed in the bidding documents.</li> <li>• Qualified Generator Manufacturer (where ever applicable) shall be liable to the Employer for successful performance of the generator and its auxiliaries as per the format enclosed in the bidding documents.</li> <li>• Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.</li> <li>• 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.</li> <li>• The Deed of Joint Undertaking shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.</li> <li>• Applicable BGs are in addition to the contract performance security to be furnished by the Bidder.</li> <li>• Applicable BGs shall be furnished in case of award.</li> </ul>		

- 1.5.3 In case the Indian Joint Venture Company of the Bidder has a steam turbine manufacturer as one of its promoters, who meets the requirements of clause 1.1.1(B) except for generator or if the Bidder's associate is steam turbine manufacturer meeting the requirements of clause 1.1.1(B) except for generator would also qualify provided the JV Company/ Subsidiary Company of the steam turbine generator manufacturer associates with a Generator Manufacturer who meets the requirements of clause 1.1.1 (B) fully in respect of generator. The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for steam turbine generator and auxiliaries) as per clause 1.5.2 above.

**1.6.0 Route 6: Company having experience of 250 MW units on EPC basis**

- 1.6.1 (a) The bidder should have executed on Engineering, Procurement and Construction (EPC) basis, minimum one (1) no. Pulverized Coal fired unit of at least 250 MW capacity comprising of Steam Generator and Steam Turbine Generator sets along with their associated auxiliary equipments, electrostatic precipitators/bag filters, switchyard, coal handling plant, ash handling plant, cooling towers, condenser cooling water system including associated civil works for the above equipments and systems which is in successful operation for a period of not less than one (1) year prior to the date of techno - commercial bid opening.

- (b) The Bidder meeting the requirements indicated at 1.6.1(a) above except for electrostatic precipitators/bag filters, Switchyard, Coal Handling plant, ash handling plant, Cooling Towers, Condenser Cooling water system, would also qualify provided the Bidder meets requirement indicated at 3.1.0 (b) or associates with a Project Management Organization meeting the requirement indicated at 3.1.0 (b)

1.6.2 The Bidder shall associate/ collaborate for the (i) Steam Generator and (ii) Steam Turbine Generator sets and shall source these equipments only from associate / collaborator who meet the following:

- (i) Qualified Steam Generator Manufacturer, who shall in turn meet the requirement stipulated at 1.1.1(A)

**Or**

Indian subsidiary / JV Company of qualified Steam Generator Manufacturer, who shall in turn meet the requirements, stipulated at 1.3.1(a) or 1.4.1 (a) as the case may be.

- (ii) Qualified Steam Turbine Generator Manufacturer, who shall in turn meet the requirement stipulated at 1.1.1(B) in conjunction with 1.1.4 (as applicable) above.

**Or**

Indian subsidiary / JV Company of qualified Steam Turbine Generator Manufacturer, who shall in turn meet the requirements, stipulated at 1.3.1(a) in conjunction with 1.3.3 (if applicable) or 1.4.1 (a) in conjunction with 1.4.3 (if applicable).

1.6.3 The Bidder shall furnish Deeds of joint Undertaking (DJUs) as per the following table:

<b>DJU</b>	<b>Executants</b>	<b>BG</b>
For Steam Generator	The Bidder	-
	QSGM	0.3%
	Indian Subsidiary /JV Company for Steam Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Generator	0.15%
For Steam Turbine Generator	The Bidder	-
	QSTGM	0.3%
	Indian Subsidiary /JV Company for Steam Turbine Generator	0.15%
	Other promoter having 25% or higher equity participation in Indian Subsidiary Company/ JV Company for Steam Turbine Generator	0.15%
	Qualified Generator Manufacturer (if applicable)	0.1%

For project management if applicable as per clause 3.0.0	The Bidder	-
	Project Management Organization	INR 20 Million
For Engineering if applicable as per clause 4.0.0	The Bidder	-
	Architect Engineering Firm	INR 1.5 Million
<ul style="list-style-type: none"> <li>• In the deed of joint undertaking for steam generator and Auxiliaries, all the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the contract for the scope related to steam generator and auxiliaries as per the format enclosed in the bidding documents.</li> <li>• 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 Employer for successful performance of the <b>contract for the scope related to Steam Turbine Generator and Auxiliaries including turbine cycle, regenerated feed heating and pumping system</b> as per the format enclosed in the bidding documents.</li> <li>• Qualified Generator Manufacturer (where ever applicable) shall be liable to the Employer for successful performance of the generator and its auxiliaries as per the format enclosed in the bidding documents.</li> <li>• Where the Bank Guarantee (BG) amount is indicated as %, the same shall be % of the total contract price.</li> <li>• 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.</li> <li>• The Deed of Joint Undertaking shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.</li> <li>• Applicable BGs are in addition to the contract performance security to be furnished by the Bidder.</li> <li>• Applicable BGs shall be furnished in case of award.</li> </ul>		

- 1.6.4 In case the Bidder's associate is steam turbine manufacturer meeting the requirements of clause 1.1.1(B) except for generator would also qualify if he associates/collaborates with a Generator manufacturer who meets the requirements of clause 1.1.1(B) fully, in respect of generator.

The Qualified Generator Manufacturer shall necessarily be one of the executants of DJU being submitted by the Bidder (for Steam Turbine Generator and auxiliaries) as per clause 1.6.3 above.

### Notes for clause 1.0.0

#### (1) Definitions

- (i) "Qualified Steam Generator Manufacturer" (QSGM) means a manufacturer meeting requirements stipulated at 1.1.1(A)
- (ii) "Qualified Steam Turbine Generator Manufacturer" (QSTGM) means a manufacturer meeting requirements stipulated at 1.1.1 (B).
- (iii) 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.
- (iv) Wherever the term 'coal fired' is appearing above, "coal" shall be deemed to also include bituminous coal/sub bituminous coal/brown coal/lignite

(2) **Erection/Commissioning**

Where erection/ supervision of erection and commissioning/ supervision of commissioning has not been in the scope of the Bidder as mentioned in clause 1.1.0 and 1.2.0, he should have acted as an advisor for erection and commissioning of the Steam Generator & auxiliaries/Steam Turbine & Generator, as the case may be. Necessary documents / certificates from the client, in support of above shall be furnished along with the techno-commercial bid.

(3) **Direct /Indirect order**

- i) The Bidder / Qualified Steam Generator Manufacturer / Qualified Steam Turbine Generator Manufacturer / Qualified Generator Manufacturer shall also be considered qualified, in case the award for the reference works (steam generator / Turbine and generator) has been received by the Bidder / Qualified Steam Generator Manufacturer / 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 / Qualified Steam Generator Manufacturer / Qualified Steam Turbine Generator Manufacturer / Qualified Generator Manufacturer along with its techno-commercial bid in support of its claim of meeting requirement stipulated at 1.1.1(A), 1.1.1(B), 1.1.4 and 1.2.1 above as the case may be.
- ii) Certificate from owner of the plant shall also be furnished by the Bidder / Qualified Steam Generator Manufacturer / Qualified Steam Turbine Generator Manufacturer for the successful operation of the steam generator / turbine generator set as specified at requirement stipulated at 1.1.1(A), 1.1.1(B), 1.1.4 and 1.2.1 above as the case may be along with the techno-commercial bid.

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

- (i) A Holding Company, singularly or collectively along with its Subsidiaries (held either directly or indirectly), meeting the requirements of clause 1.1.1 (A) / 1.1.1 (B) above, and also owning the technology for steam generators / steam turbine generators, shall also be considered as Qualified Steam Generator Manufacturer / Qualified Steam Turbine Generator Manufacturer. However, in such a case either .the Indian subsidiary Company created for manufacturing of steam generator / 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 steam generator / steam turbine generators in India.
- (ii) In such a case, the Holding Company and all such subsidiaries lending strength / experience to the Holding Company shall necessarily be part of the DJU being submitted by the Bidder for successful performance of the contract for the scope related to steam turbine generator and auxiliaries including turbine cycle, regenerative feed heating and pumping system /

contract for the scope related to steam generator and auxiliaries (as the case may be) as per the format enclosed in bidding documents.

In case of award, if the Holding Company itself is not the Bidder as a Qualified Steam Generator / Qualified Steam Turbine Generator Manufacturer, the Holding Company and all such entities lending strength / experience to the Holding Company shall each be required to furnish separate on demand bank guarantees for an amount aggregating 0.6% of the total contract price of the EPC Package divided equally among them, in addition to the contract performance security to be furnished by the Bidder. This bank guarantee requirement shall supersede bank guarantee requirement stipulated at clause 1.1.0 (applicable for associate), 1.3.0, 1.4.0, 1.5.0 & 1.6.0 for the Qualified Steam Generator / Qualified Steam Turbine Generator Manufacturer.

However, in case the Holding Company itself is the Bidder as a Qualified Steam Generator Manufacturer / Qualified Steam Turbine Generator Manufacturer as per clause 1.1.0, 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 on demand bank guarantees from all such entities lending strength / experience to the Holding Company for fulfillment of requirement of clause 1.1.1(A) / 1.1.1(B) for an amount aggregating 0.6% of the total contract price of the EPC Package 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 Qualified Steam Generator Manufacturer , 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. 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 1.1.1(A) / 1.1.1(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 Qualified Steam Generator Manufacturer/ Qualified Steam Turbine Generator Manufacturer, the Holding Company shall be required to furnish separate on demand bank guarantee for an amount of 0.6% of the total contract price of the EPC Package, in addition to the contract performance security to be furnished by the Bidder. This bank guarantee requirement shall supersede bank guarantee requirement stipulated at clause 1.1.0 (applicable for associate), 1.3.0, 1.4.0, 1.5.0 & 1.6.0 for the Qualified steam generator/ 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 bank guarantees from all such



subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 1.1.1 (A) / 1.1.1 (B), in line with Note 4(ii) above before the change in management control actually occurs, in addition to the bank guarantee already furnished by the Holding Company.

However, in case the Holding Company itself is the Bidder as a Qualified steam generator manufacturer / Qualified Steam Turbine Generator Manufacturer as per clause 1.1.0, and anticipates change of management control of any of its subsidiaries lending strength/ experience for fulfillment of requirement of clause 1.1.1 (A) / 1.1.1 (B), the Holding Company shall arrange for signing of DJU and bank guarantees from all such subsidiaries lending strength / experience to the Holding Company for fulfillment of requirement of clause 1.1.1(A) / 1.1.1 (B), in line with Note 4(ii) above before the change in management control actually occurs, in addition to the bank guarantee already furnished by the Holding Company.

(5) **For clause 1.4.0**

In case the Indian majority stake holder of the JV Company does not have requisite EPC experience as mentioned at clause 1.4.1 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 defect liability period of the contract whichever is later.

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

In case of award, the parent company shall be required to furnish an on demand 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 1.4.2 and 1.4.3.

(6) **For clause 1.5.0**

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

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

In case of award the wholly owned subsidiary as mentioned above shall be required to furnish an on demand bank guarantee for an amount of 0.1% of total contract price of EPC package in addition to the bank guarantee requirement at clause 1.5.2 and 1.5.3.

(7) **For clause 1.1.0, 1.3.0, 1.4.0 & 1.5.0**

The manufacturing may, alternatively be carried out by another subsidiary registered for manufacturing steam generator / 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 defect liability period of the contract, whichever is later.

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

In case of award the manufacturing company shall be required to furnish an on demand bank guarantee for an amount of 0.1% of total contract price of EPC package in addition to the bank guarantee requirement at clause 1.1.3, 1.1.4, 1.3.2, 1.3.3, 1.4.2, 1.4.3 and 1.5.2, 1.5.3.

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

**2.0.0 Financial Criteria:**

**2.1.0 Financial Criteria for the Bidder**

2.1.1 The average annual turnover of the bidder, in the preceding three(3) financial years as on date of techno-commercial bid opening should not be less than **INR 6400 Million (Indian Rupees Sixty Four Hundred Million)** or in equivalent foreign currency.

2.1.2 The Net Worth of the bidder as on the last day of preceding financial year as on the date of techno-commercial bid opening should not be less than 25% of its paid up share capital.

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

(i) Copies of unaudited unconsolidated financial statements of the bidder along with the copies of audited consolidated financial statements of the holding company.

(ii) A certificate from the CEO/CFO of the Holding company, as per format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated Annual Report of the company.

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

- 2.1.4 In case any “Bidder” does not satisfy the financial criteria, stipulated at **Cl. 2.1.1** and/ or **Cl. 2.1.2** above on its own, its holding company would be required to meet the stipulated turnover requirements at **Cl.2.1.1** 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 or more than the paid up share capital of the holding company, In such an event the bidder would be required to furnish along with its bid, a letter of undertaking from the holding company, supported by Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the contract by the Bidder in case of award.
- 2.1.5 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 date of techno-commercial bid opening, duly certified by the bankers shall not be less than **INR 5,573 Million (Rupees Five Thousand Five Hundred Seventy Three Million)** or in equivalent foreign currency. In case certificates from more than one bank are submitted, the certified unutilized limits shall be of the same date from all such banks.
- 2.1.6 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 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 **Cl. 2.1.5** above. In proof of this, the bidder would be required to furnish along with its techno-commercial bid, a Letter of Undertaking from the Treasury Centre, Supported by a Resolution passed by the Board of Directors of the holding company, as per the format enclosed in the bidding documents, pledging unconditional and irrevocable financial support for the execution of the contract by the Bidder in case of award.
- 2.1.7 In case the Bidder’s unutilized line of credit for fund based and non-fund based limits specified at **Cl.2.1.5** 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 the line of credit for fund based and non-fund based limit 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.
- 2.2.0 Financial criteria for the Collaborator(s)/Associates(s)**
- 2.2.1 The average annual turnover of the Collaborator(s) / Associates(s), in the preceding three(3) financial years as on date of techno-commercial bid opening should not be less than the following for different Collaborator(s)/associate(s) as applicable.

<b>Collaborator(s)/ Associates(s)</b>	<b>Applicable Clauses</b>	<b>Required annual turnover in Million INR or in equivalent foreign currency</b>
QSGM	1.1.2,1.3.1 (b), 1.4.1 (b), 1.5.1 (b), 1.6.2	INR 1185 million (Rupees Eleven hundred eighty five million only)
QSTGM	1.1.2,1.3.1 (b), 1.4.1 (b), 1.5.1 (b), 1.6.2	INR 941 million ( Rupees Nine hundred forty one million only)
Subsidiary company/ JV company of QSGM	1.1.2,1.3.1 (b), 1.4.1 (b), 1.5.1 (b), 1.6.2	INR 1185 million (Rupees Eleven hundred eighty five million only)
Subsidiary company/ JV company of QSTGM	1.1.2,1.3.1 (b), 1.4.1 (b), 1.5.1 (b), 1.6.2	INR 941 million ( Rupees Nine hundred forty one million only)
Separate Generate Manufacturer	1.1.4, 1.3.3, 1.4.3, 1.5.3, 1.6.4	INR 640 million ( Rupees Six hundred forty million only)
Holding company as QSGM	Notes for clauses 1.0.0 (4)	INR 1185 million (Rupees Eleven hundred eighty five million only)
Holding company as QSTGM	Notes for clauses 1.0.0 (4)	INR 941 million ( Rupees Nine hundred forty one million only)

2.2.2 The Net Worth of each collaborator / Associate as on the last day of preceding financial year as on the date of techno-commercial bid opening should not be less than 25% of its paid up share capital.

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

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

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

2.2.4 In case a collaborator(s) / Associate(s) does not satisfy the financial criteria, stipulated at **Cl. 2.2.1** and/ or **Cl. 2.2.2** above on its own, its holding company would be required to meet the stipulated turnover requirements at **Cl.2.2.1**, provided that the net worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid up share capital of the Holding Company, In such an event the Collaborator(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 bid documents), pledging unconditional and irrevocable financial support to the Collaborator(s) / Associate(s) to honor the terms and conditions of the Deed of Joint Undertaking, in case of award of the contract to the Bidder with whom Collaborator / Associate is -associated.

- 2.2.5 The unutilized line of credit for fund based and non-fund based limits with cash and bank balances including fixed deposits of the Collaborator / Associate as on a date not earlier than 15 days prior to the date of techno-commercial bid opening, duly certified by the bankers should not be less than the following for different collaborator(s) / Associate(s) as applicable.

<b>Collaborator(s)/ Associates(s)</b>	<b>Applicable Clauses</b>	<b>Required unutilized line of credit in Million INR or in equivalent foreign currency</b>
QSGM	1.1.2,1.3.1 (b), 1.4.1 (b), 1.5.1 (b), 1.6.2	INR 348 million (Rupees Three hundred forty eight million only)
QSTGM	1.1.2,1.3.1 (b), 1.4.1 (b), 1.5.1 (b), 1.6.2	INR 287 million ( Rupees Two hundred eighty seven million only)
Subsidiary company/ JV company of QSGM	1.1.2,1.3.1 (b), 1.4.1 (b), 1.5.1 (b), 1.6.2	INR 322 million (Rupees three hundred twenty two million only)
Subsidiary company/ JV company of QSTGM	1.1.2,1.3.1 (b), 1.4.1 (b), 1.5.1 (b), 1.6.2	INR 261 million (Rupees Two hundred sixty one million only)
Separate Generator Manufacturer	1.1.4, 1.3.3, 1.4.3, 1.5.3, 1.6.4	INR 52 million ( Rupees fifty two million only)
Holding company as QSGM	Notes for clauses 1.0.0 (4)	INR 399 million (Rupees Three hundred ninety nine million only)
Holding company as QSTGM	Notes for clauses 1.0.0 (4)	INR 338 million ( Rupees three hundred thirty eight million 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.

- 2.2.6 Where another company of the group acting as the Treasury centre is responsible for Treasury Management of the Collaborator / Associate having combined credit/ guarantee limit for the whole group, the Collaborator / Associate would be required to provide a Banker's certificate regarding 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 Collaborator / Associate shall have access to the line of credit of a level not less than the amount specified at Cl. 2.2.5 above. In proof of this, the Bidder would be required to furnish along with its techno-commercial 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 / 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 / Associate is associated.

- 2.2.7 In case the Collaborator/ Associate's unutilized line of credit for fund based and non-fund based limits specified at Cl.2.2.5 above is not sufficient, a comfort letter from one of the bankers specified in the bid documents unequivocally

stating that in case of award of the contract to the Bidder with whom Collaborator/ Associate is associated, the Bank would enhance the line of credit for fund based and non-fund based limit to a level not less than the specified amount to the Collaborator / Associate or to the Treasury Management Centre as the case may be, shall be acceptable.

#### Notes

- i. Net worth means the sum total of the paid up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- ii. Other income shall not be considered for arriving at annual turnover.
- iii. 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 date of techno-commercial bid opening shall be used.
- iv. "Holding Company" and Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- v. In case of bids submitted under Clause 1.3.0 or 1.4.0, the combined Turnover and Un-utilized line of Credit of the Promoter(s) (each having Equity Stake more than 25%) of the bidding subsidiary company / JV Company would be considered. Each such promoter of the Subsidiary company/ JV company shall have to meet the Net worth criteria individually as per clause 2.1.2 and/or 2.2.2. In such an event the Bidder would be required to furnish along with his techno-commercial bid, a letter of Undertaking from such promoter(s), supported by Board Resolution as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for execution of the contract by the Bidder in case of award.

### **3.0 Project Management Experience**

- 3.1.0 (a) The Bidder should have executed in the last 10 years large industrial projects on EPC basis (with or without civil works) in the area of power, steel, oil & gas, petro-chemical, fertilizer and / or any other process Industry with the total value of such projects being INR 10000 million or more. At least one of such projects should have a contract value of INR 4000 million or more. These projects shall be in successful operation for a period of not less than one year prior to the date of Techno-Commercial bid opening.

**OR**

- 3.1.0 (b) The Bidder should have executed at least one (1) no. of coal / lignite fired reheat type of unit of at least 200 MW which is in successful operation for a period of not less than one (1) year prior to the date of techno-commercial bid opening. The scope of work of such reference plant should have necessarily included engineering management, procurement management, construction management, and commission/supervision of commissioning

of steam generator and steam turbine generator sets with their associated auxiliaries, Electro static precipitators/bag filters, switchyard, coal handling plant, Ash handling plant, Cooling Towers, condenser cooling water system for carrying out project management. Otherwise the Bidder shall associate with a Project Management Organization who meets the above requirement for project management.

If the project management of the EPC package is to be carried out by a Project Management Organization other than the Bidder itself then, the Bidder shall furnish undertaking jointly executed by it and Project Management Organization in which all the executants of DJU shall be jointly and severally liable to the Employer to perform successfully all the project management activities included in his scope as per format enclosed in the bidding documents. The Deed of Joint Undertaking shall be submitted along with Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected. In case of award, the Project Management Organization will be required to furnish an on demand bank guarantee for INR 20 Million (Rupees twenty Million) in addition to the contract performance security by the Bidder.

#### **4.0.0 Engineering Experience**

The Bidder should carryout engineering of the complete EPC package either by itself or through an Architect Engineering firm meeting either the requirements indicated at 4.1.0 or 4.2.0 or 4.3.0 below.

- 4.1.0 The Bidder should have carried out Engineering of at least one (1) no coal / lignite fired reheat type unit, with minimum unit rating of 200 MW consisting of steam generator and steam turbine generator sets along with their auxiliaries including mills, fans, Air pre-heaters, regenerative heating and pumping system, Power cycle piping and flash tanks/flash boxes, Coal handling plant, Ash handling plant, condenser cooling water system, switchyard, which is in successful operation for a period of not less than one (1) year prior to the date of Techno-Commercial bid opening.
- 4.2.0 The steam generator and/or steam turbine generator manufacturer bidding under route 1.1.0 or 1.2.0 should have carried out Engineering of at least one (1) no. of coal / lignite fired reheat type unit, with minimum unit rating of 200 MW consisting of steam generator and steam turbine generator sets along with their auxiliaries including mills, fans, air pre-heaters, regenerative heating and pumping system, Power cycle piping and flash tanks/flash boxes, Coal handling plant, ash handling plant, Condenser cooling water system, Switchyard which is in successful operation for a period of not less than one (1) year prior to the date of Techno-Commercial bid opening.
- 4.3.0 (a) If the Bidder does not meet either the requirements indicated at 4.1.0 or the requirements indicated at 4.2.0 then, the Bidder shall get the complete engineering of the EPC package done by an Architect Engineering Firm who meets the requirements indicated at 4.1.0. In such a case, the Bidder shall furnish undertaking jointly executed by it and the Architect Engineering Firm in which all the executants of DJU shall be jointly and severally liable to the employer to perform successfully all the engineering

activities included in its scope as per format enclosed in the bidding documents. The Deed of Joint Undertaking shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected. In case of award, architect engineering firm shall be required to furnish an on demand bank guarantee for INR 1.5 Million (Rupees one and Half Million) in addition to the contract performance security to be furnished by the Bidder.

- 4.3.0 (b) As an alternate to 4.3.0(a) the Bidder shall get the engineering of the Main Plant equipment / systems i.e. steam generator and steam turbine generator sets along with their auxiliaries including mills, fans, Air pre-heaters, regenerative heating and Pumping system, Power cycle piping and flash tanks/flash boxes and interface between Boiler and Turbine, done by an Architect Engineering firm who meets the requirements indicated at 4.1.0 and the Bidder shall get the engineering of Balance of Plant including interface between Main plant and Balance of Plant done by another architect engineering firm who meets the requirements indicated at 4.1.0. In such a case the Bidder shall furnish two separate Joint Deed of Undertakings (i) Jointly executed by it and the architect engineering firm for Main plant equipment / systems in which all the executants of DJU shall be jointly and severally liable to the employer to perform successfully all the engineering activities of Main plant equipment / systems included in the scope of the architect Engineering firm as per format enclosed in the bidding documents. (ii) Jointly executed by it and the architect engineering firm for Balance of Plant in which all the executants of DJU shall be jointly and severally liable to the employer to perform successfully all the engineering activities of Balance of Plant including interface between Main plant and Balance of Plant included in the scope of the architect Engineering firm as per format enclosed in the bidding documents. The Deed of Joint Undertaking shall be submitted along with techno-commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected. In case of award, architect engineering firm for Main plant equipment / systems and for Balance of Plant will each be required to furnish an on demand bank guarantee for INR 1.5 Million (Rupees one and half Million) in addition to the contract performance security to be furnished by the Bidder.

#### **NOTE**

- 1.0 The term 'Engineering' in clause in 4.0.0, shall mean (a) Basic engineering for integration and interface between SG & TG, (b) Pre award engineering for system associated with BTG & BOP, (c) Post award engineering covering review of thermal cycle of the power plant, review and interface engineering for over all integration of various power plant equipment / packages including review of major design documentation such as design/ sizing calculations, layout, plant start up and control philosophy and schematic drawings and other documentation related to Mechanical, Civil, Electrical and C & I design.
- 2.0 For compliance of requirement stipulated in clause in 4.1.0 or 4.2.0 above, Bidder / Architectural engineering firm can either use two different reference power plants or single reference power plant.
- 5.0.0 Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder / his Collaborators /



associates to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

- 7.0 NSPCL 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.
- 8.0 Issuance / Downloading of Bid Documents by any Bidder or payment / acceptance of tender documents cost shall not construe that such Bidder is considered to be qualified.
- 9.0 Bids shall be submitted and opened at the address given below in the presence of Bidder's representatives who choose to attend the bid opening.
- 10.0 The Bidding documents purchased either by SG manufacturer or STG manufacturer or Holding company of SG manufacturer or Holding company of STG manufacturer or Indian JV Company of SG manufacturer or Indian JV Company of STG manufacturer or Indian Subsidiary Company of SG manufacturer or Indian Subsidiary Company of STG manufacturer or Indian Company who holds at least 51% equity in the Indian JV Company of SG manufacturer or STG manufacturer or a Company having experience of 500 MW supercritical Units on EPC basis are transferable amongst them.
- 11.0 ADDRESS FOR COMMUNICATION:

AGM(C&M) / DGM(C&M)  
NTPC-SAIL POWER COMPANY PRIVATE LIMITED  
4th Floor, NBCC Tower,  
15, Bhikaji Cama Place,  
New Delhi-110 066

Phone: 011-26717376 / 26717377, '

Fax: 011-26717365 / 26717363

E-mails: nspcl.rkl.epc@gmail.com,  
or  
ahirwar.rp@gmail.com