

NOTICE INVITING BID

DOMESTIC COMPETITIVE BIDDING (DCB)

Tender No.: CO CONTS/0005T/ GREEN H2 /DCB/e-Conts/2025, Dt: 19.02.2025

- 1.0** Online Bids in English are invited by NLC INDIA LIMITED, Neyveli for “ Design, Engineering, Manufacturing, Inspection, Testing, Supply, Packing, Forwarding, Transport & Unloading at site Construction, Erection, Testing, Commissioning, Trial Operation, PG Test of 4MW PEM (Proton Exchange Membrane) Electrolyser based Green Hydrogen Plant at Neyveli, Tamil Nadu and O&M of the Plant” in Two Part system (Part-I & Part-II) as details given below:

Sl. No.	Description	Details
i.	Mode of Tender	e-Tendering (Two cover system)
ii.	Cost of Tender Document	Rs. 10,000/- (Rupees Ten Thousand only) Non-refundable
iii.	Bid Guarantee	Rs. 86,50,000/- (Rupees Eighty-Six Lakhs Fifty Thousand only)
iv.	Date of Pre-Bid Meeting	07.03.2025 at 11:00 Hrs. (IST) through Video Conference (VC)
v.	Last Date & Time of submission of on line Bids (Part-I, Part-II) and Physical cover	24.03.2025 at 14:30 Hrs. (IST)
vi.	Date & Time of opening of Part-I and Physical Cover	24.03.2025 at 15:00 Hrs. (IST)
vii.	Date & time of opening of Price Bids (Part-II)	To be informed later

Note:

- The points for discussion during Pre-bid meeting shall be furnished in advance at least two days before the scheduled date of Pre-bid meeting, in soft copy (editable format) to the E-mail ID: corporate.conts@nlcindia.in.
Bidders who are interested to participate in the Pre-bid Meeting may send their request in advance to corporate.conts@nlcindia.in furnishing Company name and address, Name of the authorized person to attend pre-bid meeting, contact number and e-Mail ID to enable us to send the link for the Pre-bid meeting.

2. For further details, please visit our website: www.nlcindia.in, NeAT portal: <https://procure.nlcindia.in> or Central Public Procurement Portal (CPPP) of Government of India website: www.eprocure.gov.in or contact:

The Chief General Manager/Contracts,
Corporate Office, NLC India Ltd.,
Block-1, Neyveli– 607 801., Tamil Nadu.
Phone: 04142 – 212308/ 218588.
E-Mail : corporate.conts@nlcindia.in

1.0 Brief Scope of Work:

The bidder shall be responsible for Design, Engineering, Manufacturing, inspection, testing, supply, packing, forwarding, transportation & unloading at site, construction, erection, testing, commissioning, trial operation, PG test of 4MW PEM (Proton Exchange Membrane) Electrolyser based Green Hydrogen Plant at Neyveli Tamil Nadu.

The equipment/system/documentation as below, are in the scope of bidder:

- a. Complete 4 MW containerised PEM (Proton Exchange Membrane) Electrolyser Hydrogen generation system for generating minimum 72kg/Hr hydrogen with all associated systems.
- b. Hydrogen compression system: 2 Nos. of Compressors (36Kg/Hr) to compress the hydrogen from the electrolyser out let (25 bar) to 200 bar & 500 Bar.
- c. Hydrogen storage system: The system includes 1 No 200 kg hydrogen storage at 500 bar
- d. Electrical System: Complete system starting from drawl of AC power from PCSS of 10MW PV Solar Plant to switchgear MCC including stepdown transformer for hydrogen generation, compression, hydrogen storage, and other auxiliaries including Battery Energy Storage System (BESS)/ UPS to meet the plant requirement
- e. Balance of Plant – Complete Water treatment plant, Cooling Tower, fire detection & protection system, piping's, valves and any other associated system required for complete establishment of 4 MW PEM electrolyser hydrogen generation, compression, storage plant.
- f. Complete civil & structural work for 4 MW PEM electrolyser hydrogen generation, compression, storage plant.
- g. Unified Integrated Control System (ICS) incl. SCADA and EMS for the control and monitoring of the entire plant.
- h. Conducting safety studies of Hazard and Operability (HAZOP), Safety Integrity Level (SIL), Hazard Identification and Risk Assessment (HIRA), Quantitative

Risk Assessment (QRA), Hazardous area classification (HAC), Escape Muster and Emergency Response Analysis (EMERA), Disaster Management Plan (DMP).

- i. All approvals related to PESO – Petroleum and Explosives Safety Organisation, CEA – Central Electricity Authority, Green Hydrogen (BEE) certification etc. shall be under the scope of the bidder.

This Scope of Work is indicative only. Detailed Scope of Work is given in Technical Specification (Section-G).

2.0 PRE-QUALIFYING REQUIREMENTS:

2.1 A. Technical Criteria

(i) Bidder should be a manufacturer or a channel partner* of manufacturer of Proton Exchange Membrane (PEM) Electrolyser / PEM stack based Hydrogen Generation System and should have supplied a Proton Exchange Membrane (PEM) Electrolyser/PEM stack based Hydrogen Generation System of at least 300 KW as a single unit which should have been in successful operation for at least 6 (six) months prior to the original scheduled date of tender opening.

In case, bidder is channel partner of manufacturer who is not meeting the aforesaid Technical Criteria on its own, can qualify based on the experience of said manufacturer who meets the Technical Criteria as mentioned above.

OR

(ii)

a. The bidder should have executed industrial project(s) as Engineering, Procurement, and Construction (EPC) Contractor in the area of Oil & Gas / Chemical / Power / Renewable Power /Petrochemical / Hydrocarbon / Fertilizer/ Hydrogen Generation Plant during last 7 (Seven) years prior to the original scheduled date of tender opening and comply any one of the following criteria :

1.0 One work of order value not less than Rs. 70 Crores entered into in its/their own name

2.0 Two works, each of order value not less than Rs. 43 Crores entered into in its/their own name

3.0 Three works, each of order value not less than Rs. 35 Crores entered into in its/their own name

and the same (Project(s) as above in Sl. No. 1.0 or 2.0 or 3.0 as the case may be) should be in successful operation for at least one year as on original scheduled date of tender opening.

AND

b. The bidder should have a Deed of Joint Undertaking (DJU) with a PEM Manufacturer/its channel partner who meets the Technical Criteria as mentioned in Clause (i) above for supply of PEM Electrolyzer/Stack. In such cases, Deed of joint Undertaking (DJU) executed by the Bidder and the Manufacturer/its channel partner shall be as per the format enclosed in the Tender Document, in which the Bidder and

Manufacturer/its channel partner to sign an undertaking for successful completion of the Contract. The DJU should be submitted along with the Techno-Commercial bid, failing which the Bidder shall be disqualified and its bid shall be rejected.

Notes for PQR.

- a) *Channel Partner: A channel partner is defined for this project as an entity that has authorization/agreement valid till completion of the contract with the original manufacturer of PEM Electrolyser to market/supply/ assemble/sell the manufacturer's products. A channel partner can bid only when its manufacturer is not participating in the bidding process as bidder or DJU Partner of EPC bidder.
- (b) Manufacturer/its channel partner may tie up with multiple EPCs through a separate Deed of Joint Undertaking provided the manufacturer or its channel partner does not participate as a bidder
- c) A job executed by a Bidder for its own plant/projects cannot be considered as experience for the purpose of meeting the requirement of PQR of the tender. However, jobs executed for Subsidiary/Fellow subsidiary/Holding company will be considered as experience for the purpose of meeting PQR subject to submission of tax paid invoice(s) duly certified by statutory auditor of the Bidder towards payments of statutory taxes in support of the job executed for the Subsidiary/Fellow subsidiary/Holding company. Such Bidder should submit these documents in addition to the documents specified in the bidding document to meet PQR.

B) FINANCIAL CRITERIA

i. ANNUAL TURNOVER (ATO) CRITERIA:

The average Annual Turnover of the bidder shall not be less than INR 26,00,00,000 during the last three (3) consecutive financial years as on the original scheduled date of tender opening.

ii. NETWORTH (NW) CRITERIA:

Net worth of the bidder should be positive as per the latest audited financial statement.

3.0 Documents to be Submitted for PQR Evaluation

(i) Technical PQR

PQR Clause No.	Documents Required for Qualification
A. (i)	Documents for a manufacturer or its channel partner
	<p>(1)The Bidder shall furnish documentary evidence as below:</p> <p><u>a) For Manufacturer:</u> Proof towards manufacturer of Proton Exchange Membrane (PEM) Electrolyser / PEM stack-based Hydrogen Generation System shall be established through Certificate of Incorporation, Memorandum of association and Articles of association, any other relevant Government/Autonomous body certification.</p> <p><u>b) For Channel Partner:</u></p> <p>i). In case PEM electrolyser/stack is supplied through Channel Partner, relevant authorization/agreement with manufacturer valid till completion of the contract.</p>

	<p>ii). Valid Deed of Joint Undertaking (DJU) between manufacturer and Channel Partner.</p> <p>iii) Channel Partner legal entity should be established through Certificate of Incorporation, Memorandum of association and Articles of association, any other relevant Government/Autonomous body certification.</p> <p>c) A copy of Work order meeting the technical criteria Cl. A (i) along with Completion Certificate issued by End user/ Owner.</p> <p>d) Certificate of successful operation for at least 6 (six) months as on the original scheduled date of tender opening from End user/ Owner.</p>
A (ii).	<p>Experience documents of EPC Contractor</p> <p>(1)The Bidder shall furnish documentary evidence as below: <u>For PQR cl. Cl. A (ii) (a)</u> a). A copy of Work order meeting the technical criteria Cl. A (ii) (a) along with Completion Certificate issued by End user/ Owner. <u>For PQR cl. Cl. A (ii) (b)</u> a). Valid Deed of Joint Undertaking (DJU) for supply of PEM Electrolyser/ PEM Stack with a manufacturer or its channel partner who meets the Technical Criteria as mentioned in cl.no. A(i), which shall be valid for at-least four years. b). Certificate(s)/communication of Unit/Plant from Owner(s) having completed one year of operation after commissioning for the reference unit(s) submitted for qualification. (2) <u>Documents of Manufacturer or its Channel Partner:</u> All the documents of Manufacturer/channel partner who meets the Technical Criteria as mentioned in A(i).</p>

(i) Financial PQR:

Clause No.	Documents Required for Qualification
B	<p>Audited profit and loss accounts and balance sheets for the last three (3) consecutive financial years as on the original scheduled date of tender opening.</p> <p>1 In case, if a bidder meets the technical QR but could not furnish his / their audited financial statement of three consecutive financial years preceding the last financial year for evaluating the average Annual turnover, due to the incorporation / formation of the bidder, with in a period of less than 3 years from the original scheduled date of tender opening, then, such bidder shall also be considered and the Average annual turnover of such bidder shall be arrived at as below:</p> <p>i. If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last financial year only, then such bidder's average Annual turnover shall be arrived at by dividing the Turnover of the last financial year by three.</p> <p>ii. If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last two financial years only, then the bidder's</p>

	average Annual turnover shall be arrived at by dividing the sum of Turnover of last two financial years by three.
iii.	In case where audited results for the last financial year as on date of techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of preceding three (3) consecutive financial years as on the original scheduled date of tender opening shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on techno-commercial bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

4.0 AUTHENTICATION OF DOCUMENTS TO BE SUBMITTED IN SUPPORT OF PQR:

(I) TECHNICAL CRITERIA OF PQR:

Documents in support of Technical Criteria of Pre-Qualifying Requirement (PQR) furnished by the bidders shall be verified and certified by any one of the following independent Third Party Inspection Agency (TPIA):

1. Société Générale de Surveillance (SGS)
2. Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
3. International Certification Services (ICS)
4. Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
5. DNV GL
6. TUV Rheinland (India) Pvt. Ltd.
7. TÜV SÜD South Asia Pvt. Ltd.
8. TUV India Pvt. Ltd. (TÜV Nord Group)
9. Intertek India Pvt. Ltd.
10. Moody International (India) Pvt. Ltd.
11. RINA India Pvt. Ltd.
12. Tata Projects Ltd.
13. Competent Inspectorate and Consultants LLP
14. ABS Industrial Verification (India) Pvt. Ltd.

Further, TPIA will provide in addition a certificate (as per Annexure-J) towards verification and certification of documents pertaining to Technical PQR Criteria and shall be submitted by bidder in their bid.

All charges of the Third party for verification and certification shall be borne by the Bidder.

5.0 PUBLIC PROCUREMENT POLICY (MAKE IN INDIA):

5.1 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 & 19.07.2024 and further revisions, if any and confirm compliance to the requirements in this regard.

5.2 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 customs duties) as a proportion of the total value, in percent.
- (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 & 19.07.2024.
- (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 & 19.07.2024.
- (iv) '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 & 19.07.2024.
- (v) Minimum local content: The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is equal or more than 50%. For 'Class – II Local Supplier', the 'Local Content' requirement is equal or more than 20%. 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.
- (vi) 'RL1' 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.
- (vii) 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the RL1 for the purpose of purchase preference.

- (viii) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- (ix) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.
- (x) 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'

5.3 **ELIGIBILITY CLASS:** Class-I or Class II local suppliers are eligible to participate in this Tender.

5.4 **MARGIN OF PURCHASE PREFERENCE:** 20%

5.5 **Verification of local content:**

- a. The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case, the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. 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.

- e. 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.

5.6 **RECIPROCITY CLAUSE:**

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

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

5.7.1 Department of Expenditure, Ministry of Finance have issued Public Procurement No.: 4, Order No.: F.7/10/2021-PPD (1), Dt: 23.02.2023 in supersession to all of the above-mentioned Orders/clarifications, in which, the requirement of registration is stated as follows:

- i) *“Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the specified Competent Authority.*
- ii) *Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the specified Competent Authority.*

5.7.2 **Definitions:**

- 1. “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.

2. "Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
3. "Transfer of Technology" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
4. "Specified Transfer of Technology" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.
5. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
6. The beneficial owner for the purpose of (3) above will be as under:
 - a) 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 –

1. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
2. "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.

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.
- g) 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.
- h) (1) Bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
(2) However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land

border with India, such vendor will be required to be registered with the Competent Authority.

- i) Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017 and Public Procurement Orders issued in this regard.

5.7.3 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 and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached].

5.7.4 Model Certificate for Works involving possibility of sub-contracting:

“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].

The above 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).

Any bidder (including its Collaborator/Associate/JDU Partner/JV partner /Consortium Member / Assignee, wherever applicable) 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. Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid is liable for rejection.

5.7.5 Certification for testing:

Ministry of Power issued following directions vide Order 25-11/6/2018-PG, dt.02.07.2020, Order 12/34/2020-T&R, dt.08.06.2021 and its amendments 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:

- i. 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.
- ii. All such testing shall be done in certified laboratories as designated by the Ministry of Power (MoP).
- iii. 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.
- iv. 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.

5.8 Subsequently, MOP vide Order No.: 12/34/2020-T&R, Dt: 08.06.2021 have issued the following and the bidder has to comply with the same:

- i) the list of Designated laboratories and the products for which cyber security conformance testing is to be undertaken on payment of applicable test charges,
- ii) the protocols to be followed for testing the products for cyber security conformance testing, testing criteria and details of the type of tests, have been specified and MOP vide Order Dt. 16.11.2021, based on DPIIT Order Dt.16.09.2020, issued circular for Purchase Preference (linked with local content) in respect of Power Sector, which is in supersession to all the earlier Orders issued by MOP in this regard.

Note:

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

6.0 **TIME SCHEDULE:**

Completion of all the Facilities for the package shall be attained within 18 months from the date of Letter of Award (LOA). Free O&M shall be for a period of 12 months (Warranty / Defects Liability Period) and paid O&M shall be for 48 months after Warranty period.

The key milestones for completion of facilities are as under:

S No.	Activity/description of milestones	Duration of MONTHS from date of Letter of Award (LOA)	
		Start	Finish
1	Design and Engineering	0	3
2	Site Mobilization and preparatory work	2	4
3	Foundation, Civil and structural works	2	5
4	Supply of Equipment & Mandatory Spares	5	15
5	Erection	15	17
6	Commissioning, Trial Operation & PG Test	16	18
7	Defect Liability Period / Warranty including Free O&M	19	30
8	Paid O&M for 4 years	31	78

7.0 **BID GUARANTEE:**

- i. Bidder is required to submit Bid Guarantee for a value of Rs.86,50,000/- (Rupees Eighty-Six Lakhs Fifty Thousand only) along with the Bid (Part-I) in the form and manner as described in the Instructions to Bidders.
- ii. The Bid Guarantee shall be either in the form of
 - (a) Bank Guarantee (preferably in the form of e – BG issued by Banks through NeSL Platform) as per the format given in Annexure-A, valid for 300 days from the date of opening of Part-I bids shall be enclosed with the bid in Part I **or**
 - (b) demand draft for an equivalent amount drawn in favour of NLC India Limited, payable at Neyveli shall be enclosed with the bid in Part I **or**
 - (c) NEFT/RTGS mode to NLCIL's Account No. 10895129088 Beneficiary Name: NLC India Ltd., in State Bank of India, Branch: Neyveli Main

(IFS Code No. SBIN0000958, SWIFT code: SBININBB457) and the remittance details with UTR No./DD shall be enclosed with the bid in Part I **or**

- (d) Insurance Surety Bond (as per Annexure-H) from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) shall be enclosed with the bid in Part I.

Bidders shall note that bids without Bid Guarantee in any of the above forms shall be summarily rejected.

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 Bid Guarantee value as stipulated in the Tender. No other mode of payment will be accepted.

- iii. Structured Financial Messaging System (SFMS): Bank Guarantee including EMD/ Bid Guarantee which cannot be verifiable through Structured Financial Messaging System (SFMS) SFMS will be rejected summarily. Hence, the bidder is requested to attach the proof for the issuance of bid guarantee through SFMS given by banker.
- iv. The bid shall be treated as non-responsive offer and will not be considered for further evaluation, in case -
 - the bid is submitted without Bid Guarantee and Cost of Tender document.
 - only the photo copy of the Bid Guarantee is submitted.
 - the bid guarantee and Tender Cost is of lesser value or any adjustment sought for.

8.0 BID SUBMISSION & OPENING CONDITIONS:

- (a) Bidders are requested to furnish the following documents in Original in a sealed cover (**Physical Forms**) within the last date & time of receipt of Bids:
 - i. Details of payment made towards Cost of Tender Document.
 - ii. DD / UTR details/e-BG / Bank Guarantee (as per the format at Annexure-A) in the form of Insurance Surety Bond (as per Annexure-H) or in the form of e - BG (Preferably) issued by Banks through NeSL Platform shall be enclosed with the bid in Part I.
 - iii. Integrity Pact duly signed as per Annexure-F.

- iv. Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid.
- v. Deed of Joint Undertaking (DJU) as per the format at Annexure-E, if applicable.
- (b) The forwarding letter containing the documents as at (a) above in a sealed cover, should bear tender reference No. and should be addressed to

Chief General Manager / Contracts,
Corporate Office,
NLC India Ltd., Block 1, Neyveli – 607 801
Cuddalore District, Tamil Nadu.

- (c) The above sealed cover shall be super scribed as under:

Name of the Bidder:

Tender No.

Opening Date Time.....

Tender for----- (Name of the work)

- (d) The Tender Documents (non-transferable) can be downloaded from NLCIL's Website www.nlcindia.in, NLCILs NeAT portal <https://procure.nlcindia.in> and Central Public Procurement Portal (CPPP) Website: www.eprocure.gov.in

or contact

Chief General Manager / Contracts,
Corporate Office, NLC India Ltd.,
Block-1, Neyveli– 607 801.
Phone: 04142 – 212308, 218588

E-Mail ID: corporate.conts@nlcindia.in.

- (e) The online Bids are to be submitted in two Parts as follows:
 - i) **Part I:** Cost of Tender Document, Bid Guarantee, Affidavit, QR & Techno-commercial details, Minimum Local Content Certificates from the bidder & auditor, Certification by the Bidder on the grounds of Defence of India and National Security, Duly Filled in Form of Bid, Integrity Pact, and Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid, Deed of Joint Undertaking (DJU), Authorization/Agreement with manufacturer, if applicable and Letter of Undertaking from TPIA.
 - ii) **Part II:** Form of Bid (Annexure C), Schedule of Prices as per SECTION -E.
- (f) The Bidder shall submit the physical forms and the online Bid documents on or before the scheduled date and time as specified.

- (g) The tender document may be downloaded from NLCIL website. Cost of Tender Document shall be paid by way of Demand Draft drawn in favour of NLC India Limited, Neyveli, payable at Neyveli drawn in favour of NLC India Limited, payable at Neyveli or NEFT / RTGS mode or e-payment to NLCIL's Account 10895129088 Beneficiary Name: NLC India Ltd., State Bank of India, Branch: Neyveli Main, Block 2, IFS Code No. SBIN0000958. No other mode of payment will be accepted. Bid received without the Cost of Tender Document will be rejected. The details of the remittance slip should be enclosed/attached in the Part I bid.
- (h) The Bidder is to note that the Bank 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.
- (i) The Bid Guarantee shall be either in the form of Bank Guarantee valid for 300 days from the scheduled date of opening of bids or Demand Draft for an equivalent amount drawn in favour of NLC India Limited, payable at Neyveli or by NEFT / RTGS to NLCIL's Account 10895129088 Beneficiary Name: NLC India Ltd., State Bank of India, Branch: Neyveli Main, Block-2, IFS Code No. SBIN0000958 or in the form of e - BG issued by Banks through NeSL Platform or Insurance Surety Bond.

9.0 SPECIAL NOTE AND INFORMATION REGARDING TENDER:

1. For downloading tender document, please visit our website: www.nlcindia.in or Central Public Procurement Portal (CPPP) of Government of India, Website: www.eprocure.gov.in or NeAT Portal: <https://procure.nlcindia.in>.
2. Amendments/ Errata/ Clarifications if any, shall be issued as Corrigendum for the tender and shall form part and parcel of the tender documents. Corrigendum will be displayed in NLCIL's Website www.nlcindia.in / <https://procure.nlcindia.in> of NLCIL NeAT Portal/Central Public Procurement Portal (CPPP) of Government of India, (www.eprocure.gov.in). Bidders are requested to visit NLCIL's website or Central Public Procurement Portal. NLCIL will not be responsible if any bidder omits to notice any Corrigendum. Corrigendum will be numbered consecutively. All the corrigendum issued are forming part and parcel of the tender documents.
3. All other terms and conditions along with the technical specifications, time schedule, validity of bid and Instructions to bidders, etc., are contained in the tender specification.
4. NLCIL 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.

5. The Bid shall be made in Indian Rupees and all payments for the entire scope will be made in Indian Rupees.
6. Bids submitted by e-mail, fax or other than the prescribed mode of submission as per the tender shall be rejected.
7. NLCIL takes no responsibility for delay, loss or non-receipt of Tender Specifications, bid documents or any letter sent either way.
8. 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.
9. Any bidder placed under Suspension / Banning by NLCIL will not be allowed to participate any tender issued on or after the date of suspension /banning order and also if that firm has already participated in any tender, which is under process their bid will not be considered for further processing.
10. Bidders are advised to quote the most competitive price in their bid, since there will not be post tendering negotiations with the lowest bidder.
11. In case of extension of Bid submission date, the pre-qualification requirements met by the Bidder as on the original Scheduled date of tender opening, shall alone be taken into account.
12. Bidders are permitted to seek clarification/ propose deviation, if any during pre-bid stage only. Deviation requests of the bidders, only upto the pre-bid stage which are acceptable to NLCIL will be communicated to the bidders for consideration.
13. Bidders are not allowed to take any deviations in their bid. Deviations listed elsewhere in the Bid shall not be considered.
14. Bids without Cost of Tender Document and Bid guarantee shall be summarily rejected.
15. Performance certificate / Work Completion issued by the Consultant will not be considered.

Sd./-

CHIEF GENERAL MANAGER/CONTRACTS
NLC INDIA LIMITED