

HARYANA POWER GENERATION CORPORATION LIMITED



BIDDING DOCUMENTS

FOR

**FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
FOR
DCRTPP YAMUNA NAGAR (2X300 MW)**

SECTION - I, II, III, IV, V, VI, VII, VIII & IX

BIDDING DOCUMENT NO. : 32/CE/PLG/DCRTPP/FGD-251

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BIDDING DOCUMENTS
FOR
FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
DCRTPP YAMUNA NAGAR (2X300 MW)
BIDDING DOCUMENT NO: 32/CE/PLG/DCRTPP/FGD-251

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Acronyms

BDS	Bid Data Sheet
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance paid to (place)
CPM	Critical Path Method
EDI	Electronic Data Interchange
EXW	Ex factory, ex works or ex warehouse
FCA	Free Carrier
FOB	Free on Board
FOR	Free on Rail / Road
FP	Forms & Procedures
GCC	General Conditions of Contract
ICC	International Chamber of Commerce
IFB	Invitation for Bids
ITB	Instructions to Bidders
SCC	Special Conditions of Contract
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law
INCOTERMS	International Rules for Interpreting Trade Terms
DISCOMS	Electricity Distribution Companies

Note : The terms EXW, CIF, etc. shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, 38, Cours Albert Ler, 750008, Paris, France.

SECTION – I

INVITATION FOR BIDS (IFB)

HARYANA POWER GENERATION CORPORATION LIMITED (HPGCL)

**INVITATION FOR BIDS (IFB)
FOR
FLUE GAS DESULPHURISATION (FGD) SYSTEM PACKAGE
FOR**

DCRTPP YAMUNA NAGAR (2X300 MW)

**AT
LOCATED AT HARYANA, INDIA
DISTRICT- YAMUNA NAGAR,**

(Domestic Competitive Bidding)

Bidding Document No.: 32/CE/PLG/DCRTPP/FGD-251

Date: 04.09.2023

1.0 HPGCL invites online Bids on 'Single Stage Two Envelope' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid) from eligible Bidders for aforesaid Package.

2.0 HPGCL intends to finance subject Package through Domestic Commercial Borrowings/Own sources.

3.0 BRIEF SCOPE OF WORK

Design, engineering, manufacture, shop fabrication, preassembly, shop testing/ type testing at manufacturer's works, packing, transportation, unloading, handling and conservation of equipment at site, complete services of construction including erection, supervision, pre-commissioning, commissioning and performance testing of equipment under bidder's scope of work of FGD System, Limestone handling, storage, crushing and Gypsum handling & storage, low height wet chimney and its auxiliaries including all associated Electrical, Control & Instrumentation, Civil, Structural and Architecture works. The scope shall cover comprehensive operation & maintenance of DSI FGD system for a period of two (2) years.

4.0. Detailed Specification, Scope of Work and Terms & Conditions are given in the Bidding Documents, which are available for examination and Sale at the address given below and as per the following schedule:

Key Dates:

Sr No.	Department Stage	Tenderer's stage	Start date and time	Closing date and time
1.	Tender Authorization & Publishing	-----	04.09.2023	04.09.2023
2.	-----	Downloading of Bid Documents, Bid Preparation & submission.	04.09.23 at 18:00 hrs (IST)	05.10.2023 at 13:00 hrs (IST)
3.	Last date of receipt of queries	---	04.09.23	17.09.2023

	from bidders (if any)			
4.	Tentative date of Pre-Bid Conference		20.09.2023 at 11.00 hrs (IST) at Shakti Bhawan, HPGCL, Panchkula.	
5	Stage-I (Techno-Commercial) Bid Opening.	-----	05.10.23 at 15:00 hrs	-----
6	Stage-II (Price) Bid opening Date & Time	Shall be intimated separately by HPGCL after opening of Stage-I (Techno-Commercial) Bid.		
7.	Tender Cost	29,500/- (Twenty Nine Thousand Five Hundred Only)		

- 5.0 Bid Security for an amount INR 100,000,000/- (Indian Rupees One Hundred Millions only) shall be submitted offline prior to date and time for online bid submission. **IF ANY BIDDER DOES NOT SUBMIT ACCEPTABLE BID SECURITY IN A SEPARATE SEALED ENVELOPE PRIOR TO THE DATE AND TIME FOR ONLINE OPENING BID SUBMISSION, HIS BID SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED.**

6.0 QUALIFYING REQUIREMENTS FOR BIDDERS

6.1.0.0 Technical Criteria

The Bidder should meet the qualifying requirements stipulated in any one of the qualifying routes i.e Route-1 (clause 6.1.1.0) or Route-2 (clause 6.1.2.0) or Route-3 (clause 6.1.3.0) or Route-4 (clause 6.1.4.0) including requirements stipulated in sub clauses of respective Route. In addition, the Bidder should also meet the requirements stipulated under clause 6.2.0.0 together with the requirements stipulated under section ITB.

6.1.1.0 Route-1: Qualified Wet Limestone based Flue Gas Desulphurisation (FGD) System Manufacturer (QFGDM)

- 6.1.1.1 The Bidder should have designed, engineered, supplied, erected/supervised erection and commissioned/supervised commissioning of at least one(1) no. of wet limestone based Flue Gas Desulphurisation System, having flue gas treatment capacity of not less than 20,00,000 Nm³/hr, with desulphurisation efficiency of at least 90%, operating in a pulverised coal fired power plant. The above wet limestone based Flue Gas Desulphurisation System should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid opening.

6.1.2.0 Route-2: Wet Limestone based Flue Gas Desulphurisation System Manufacturer with Collaboration and Technology Transfer Agreement with QFGDM

- 6.1.2.1 The Bidder should have designed, engineered, supplied, erected/supervised erection and commissioned/supervised commissioning of at least one(1) no. of wet limestone based Flue Gas Desulphurisation system having flue gas treatment capacity of not less than 6,00,000 Nm³/hr, with desulphurisation efficiency of at least 85%, operating in a pulverised coal fired power plant. The above wet limestone based Flue Gas

Desulphurisation System should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid opening.

6.1.2.2 Bidder should also have a valid ongoing collaboration and technology transfer agreement with a QFGDM meeting requirements of clause 6.1.1.1 on its own, valid minimum up to the end of the defect liability period of the contract. In such a case Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.

6.1.2.3 Bidder shall be required to submit a “Undertaking to be jointly executed by the Bidder and the QFGDM for complying the provisions of DJU”, as per the format enclosed at **Annexure-B to this document**. The aforesaid Undertaking shall be signed/ digitally signed by Bidder and the QFGDM on plain paper and submitted digitally along with the Techno-commercial Bid.

Further, the bidder emerging as the successful Bidder (eligible for negotiation as per clause 25.6, Section-II, ITB) shall be required to submit the applicable DJU(s) executed by it and the QFGDM, on Non- Judicial Stamp Paper of appropriate value, in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System as per the format(s) enclosed in Section-VII, Book 3 of 3 of the Bidding documents, at the earliest but not later than fifteen (15) days from the date of opening of the price bid, failing which the Bid may be liable for rejection and Bid Security may be forfeited by the Employer.

6.1.2.4 In case of award of a project, the QFGDM will be required to furnish an on demand bank guarantee for an amount of 2% of the total contract price of the Flue Gas Desulphurisation System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.

6.1.3.0 **Route-3: Steam Generator Manufacturer / Indian JV Company of Steam Generator manufacturer or QFGDM/ Indian Subsidiary company of Steam Generator manufacturer or QFGDM with Collaboration and Technology Transfer Agreement with QFGDM**

6.1.3.1 (a) Bidder should have designed, engineered, manufactured/got manufactured, erected/ supervised erection and commissioned/supervised commissioning of atleast one (1) no. of pulverised coal fired steam generator for 200 MW or higher capacity unit or having minimum 600T/hr steaming capacity. Further, such Steam Generator should have been in successful operation for a period not less than one (1) year prior to the date of Techno-Commercial bid opening.

Alternatively

(b) 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 Steam Generator Manufacturer meeting requirements of clause 6.1.3.1(a) or a QFGDM meeting requirements of clause 6.1.1.1, created for the purpose of manufacturing/supplying in India steam generator sets/Flue Gas Desulphurisation System. The Steam Generator Manufacturer/QFGDM 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 and 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 defect liability period of the contract whichever is later. Further, Bidder should have executed

project(s)/order(s), during the last 5 years, with the total value of such project(s)/order(s) being INR 5,000 million or more as on the date of Techno-commercial bid opening.

Alternatively

- (c) The Bidder shall be an Indian Subsidiary Company of a Steam Generator Manufacturer meeting requirements of clause 6.1.3.1(a) or an Indian Subsidiary Company of a QFGDM meeting requirements of clause 6.1.1.1, registered in India under the Companies Act of India, as on the date of techno-commercial bid opening, for manufacturing/supply of Steam Generator sets/Flue Gas Desulphurisation System. The subsidiary Company shall remain a subsidiary company of the Steam Generator Manufacturer/QFGDM for a minimum period of 7 years from the date of incorporation of such Subsidiary Company or up to the end of defect liability period of the contract whichever is later. Further, Bidder should have executed project(s)/order(s), during the last 5 years, with the total value of such project(s)/order(s) being INR 5,000 million or more as on the date of Techno-commercial bid opening.
- 6.1.3.2 Bidder should also have a valid ongoing collaboration and technology transfer agreement with a QFGDM meeting requirements of clause 6.1.1.1, valid minimum up to the end of the defect liability period of the contract. In such a case Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings of such QFGDM.
- 6.1.3.3 Bidder shall be required to submit a “Undertaking to be jointly executed by the Bidder, the promoter(s) having 25% or higher equity participation in the Subsidiary Company / JV Company (as the case may be) and the QFGDM, for complying the provisions of DJU”, as per the format enclosed at **Annexure-B** to this document. The aforesaid Undertaking shall be signed/ digitally signed by Bidder and the QFGDM on plain paper and submitted digitally along with the Techno-commercial Bid.
- Further, the bidder emerging as the successful Bidder (eligible for negotiation as per **clause 25.6, Section-II, ITB**) shall be required to submit the applicable DJU(s) executed by it, the promoter(s) having 25% or higher equity participation in the Subsidiary Company / JV Company (as the case may be) and the QFGDM, on Non- Judicial Stamp Paper of appropriate value, in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System as per the format(s) enclosed in **Section-VII, Book 3 of 3** of the Bidding documents, at the earliest but not later than fifteen (15) days from the date of opening of the price bid, failing which the Bid may be liable for rejection and Bid Security may be forfeited by the Employer.
- 6.1.3.4 In case of award of a project, the QFGDM will be required to furnish an on demand bank guarantee for an amount of 2% of the total contract price of the Flue Gas Desulphurisation System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.
- 6.1.4.0 **Route-4: EPC Organization with Collaboration and Technology Transfer Agreement with QFGDM**
- 6.1.4.1 The Bidder should be an Engineering, Procurement and Construction (EPC) organization and should have executed, in the last 10 years, projects on EPC basis (with or without civil works) in the area of power, steel, oil & gas, petrochemical, fertilizer, Flue Gas Desulphurisation and / or any other process industry with the total value of such projects being INR 2,000 million or more. At least one of such project (in single or multiple contract) should have a total

contract value of INR 800 million or more. These projects shall be in successful operation for a period of not less than one (1) year prior to the date of Techno-Commercial bid opening.

6.1.4.2 Bidder should also have a valid ongoing collaboration and technology transfer agreement with a QFGDM meeting requirements of clause 6.1.1.1, valid minimum up to the end of the defect liability period of the contract. In such a case Bidder can either source the FGD System from such manufacturer or manufacture/get manufactured the FGD System as per the design and manufacturing drawings released by such QFGDM.

6.1.4.3 Bidder shall be required to submit a "Undertaking to be jointly executed by the Bidder and the QFGDM for complying the provisions of DJU", as per the format enclosed at **Annexure-B to this document**. The aforesaid Undertaking shall be signed/ digitally signed by Bidder and the QFGDM on plain paper and submitted digitally along with the Techno-commercial Bid.

Further, the bidder emerging as the successful Bidder (eligible for negotiation as per **clause 25.6, Section-II, ITB**) shall be required to submit the applicable DJU(s) executed by it and the QFGDM, on Non- Judicial Stamp Paper of appropriate value, in which the executants of DJU shall be jointly and severally liable to the Employer for successful performance of the FGD System as per the format(s) enclosed in **Section-VII, Book 3 of 3** of the Bidding documents, at the earliest but not later than fifteen (15) days from the date of opening of the price bid, failing which the Bid may be liable for rejection and Bid Security may be forfeited by the Employer.

6.1.4.4 In case of award of a project, the QFGDM will be required to furnish an on demand bank guarantee for an amount of 2% of the total contract price of the Flue Gas Desulphurisation System Package for the awarded project in addition to the contract performance security to be furnished by the Bidder.

Notes for clause 6.1.0.0

(1) Definitions

- (i) "QFGDM" (Qualified Wet Limestone based Flue Gas Desulphurisation System Manufacturer) means a manufacturer meeting requirements stipulated at 6.1.1.1.
- (ii) Whenever the term 'coal fired' is appearing above, "Coal" shall be deemed to also include bituminous coal/brown coal/ anthracite coal/lignite.
- (iii) "Flue Gas Desulphurisation System" or "FGD System" wherever appearing above shall mean consisting of at least Absorber System.
- (iv) The word "executed" in Clause 6.1.3.1 (b)/ Clause 6.1.3.1 (c) means the Bidder should have:
 - In case of Project(s), commissioned the project(s) specified in the Clause 6.1.3.1 (b)/ Clause 6.1.3.1 (c) even if the contract has been started earlier and / or is not completed / closed.
 - In case of Order(s), completed the scope of work under the order(s) specified in the Clause 6.1.3.1 (b)/ Clause 6.1.3.1 (c) even if the contract has been started earlier and / or is not closed.

(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 6.1.1.1, 6.1.2.1 & 6.1.3.1 (a), the Bidder should have acted as an advisor for erection and commissioning. Necessary documents /

certificates from the client, in support of above shall be furnished along with the Techno-Commercial bid.

(3) Direct / Indirect order

The Bidder/ QFGDM shall also be considered qualified, in case the award for executing the reference works has been received by the Bidder/ QFGDM either directly from owner of plant or any other intermediary organization. However, a certificate from such owner of plant or any other intermediary organisation shall be required to be furnished by the Bidder along with its Techno-Commercial bid in support of the Bidder's/ QFGDM claim of meeting the qualification requirement as per clause 6.1.1.1, 6.1.2.1, 6.1.3.1(a) & 6.1.4.1 above. Further, certificate from owner of the plant shall also be furnished by the Bidder along with the Techno-Commercial bid for the successful operation as specified at clause 6.1.1.1, 6.1.2.1, 6.1.3.1(a) & 6.1.4.1 above.

(4) Holding Company and Subsidiary (ies), of such Holding Company (held either directly or indirectly), collectively meeting the requirements for QFGDM [Applicable for Clause 6.1.2.0, 6.1.3.0 and 6.1.4.0]

- (i) A Holding Company along with its Subsidiary (ies), (held either directly or indirectly), collectively meeting the requirements of clause 6.1.1.1 and clause 6.2.2.0, shall also be collectively considered as QFGDM.
- (ii) In such cases, Technical criteria specified at clause 6.1.1.1 shall be met either by the Holding Company or any one of the Subsidiaries of the Holding company. Technology Transfer Agreement, pursuant to Note 5, shall be signed by the Bidder and the entity meeting the Technical criteria. Similarly, Financial criteria specified at clause 6.2.2.0 shall also be met either by the Holding Company or any one of the Subsidiaries of the Holding company.
- (iii) All such entities [Holding company and its Subsidiary(ies)] collectively meeting the requirements of QFGDM as per Note (4) (i) & (ii) above, shall necessarily be part of the DJU being submitted by the Bidder for successful performance of the FGD System as per format enclosed with the bidding documents, failing which the bidder shall be disqualified and its bid rejected.

Further, all such entities [Holding company and its Subsidiary (ies)] collectively meeting the requirements of QFGDM as per Note (4) (i) & (ii) above, shall each be required to furnish separate on demand bank guarantees as per the format enclosed with the bidding documents. Such Bank Guarantee shall be for an amount aggregating 2% of the total contract price of the Flue Gas Desulphurisation System Package for the awarded project 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 6.1.2.4, 6.1.3.4 & 6.1.4.4 for the QFGDM.

(5) Technology Transfer Agreement (Applicable for Clause 6.1.2.0, 6.1.3.0 & 6.1.4.0)

The bidder shall have a technology transfer agreement as on the date of Techno-commercial bid opening between the Bidder & QFGDM which shall necessarily cover transfer of technological knowhow for Wet Limestone based Flue Gas Desulphurisation System, in the form of complete transfer of design dossier, design softwares, drawings and documentation, quality system manuals and imparting relevant personnel training to the Bidder.

(6) 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 its 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 the required minimum equity for the specified lock in period.

6.2.0.0 Financial Criteria

6.2.1.0 Financial Criteria of Bidder

6.2.1.1 The average annual turnover of the Bidder, in the preceding three (3) financial years as on the date of Techno-Commercial bid opening, should not be less than **INR 2490 Million (Indian Rupees Two Thousand Four Hundred Ninety Million only)**.

In case a Bidder does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as 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 Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's 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.

6.2.1.2 Net worth of the bidder should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-commercial bid opening. In case the Bidder does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding company wherever applicable. In such a case, however the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

Where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share capitals.

6.2.1.3 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 further furnishes the following documents for substantiation of its qualification:

- (i) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.

- (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed with the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statements of the Holding Company.

In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the 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 the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

6.2.2.0 Financial Criteria of Collaborator/Associate (Applicable for clause 6.1.2.0, 6.1.3.0 & 6.1.4.0)

- 6.2.2.1 The average annual turnover of the Collaborator/Associate, in the preceding three (3) financial years as on the date of Techno-Commercial bid opening, should not be less than **INR 249 Million (Indian Rupees Two Hundred Forty Nine Million only)**.

In case a Collaborator/Associate does not satisfy the average annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as 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 Collaborator/Associate would be required to furnish along with bidder's Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support to the Collaborator/Associate 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.

- 6.2.2.2 Net worth of the Collaborator/Associate should not be less than 100% (hundred percent) of its paid up share capital as on the last day of the preceding financial year on the date of Techno-commercial bid opening. In case the Collaborator/Associate does not meet the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding company wherever applicable. In such a case, however the Net worth of the Collaborator/Associate and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% (hundred percent) of their total paid up share capital. However individually, their Net worth should not be less than 75% (seventy five percent) of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

Where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share capitals.

- 6.2.2.3 In case the Collaborator/Associate is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Collaborator/Associate can be considered acceptable provided the

Collaborator/Associate further furnishes the following documents for substantiation of its qualification:

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

In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Collaborator/Associate is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the 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 the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

Notes for Clause 6.2.1.0 & 6.2.2.0

- (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) "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India.
- (iv) For annual Turnover indicated in foreign currency, the exchange rate as on seven (7) days prior to the date of Techno-Commercial bid opening shall be used.
- (v) In case the bidder / collaborator(s) / associate(s) participating under Clause 6.1.2.0/6.1.3.0/6.1.4.0 do not meet the turnover requirement, then, the Turnover of any of the Promoters individually or all the promoters (in a combined manner) (each having Equity Stake more than 25%) of the Subsidiary Company / JV Company would be considered. Each such promoter of the Subsidiary Company / JV Company shall have to meet the Net Worth criteria individually as per clause 6.2.1.2 and/or 6.2.2.2. In such an event the Bidder would be required to furnish along with its techno-commercial bid, a Letter of Undertaking from such promoter(s), supported by Board Resolution as per the format enclosed in the bidding documents, pledging unconditional and irrevocable financial support for execution of the Contract by the Bidder in case of

award.

- 7.0 HPGCL 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 **Addendum-I (Annexure-A) will be the integral part of the bidding documents. The terms and conditions mentioned in Addendum-I shall supersede the terms and conditions mentioned anywhere in bidding documents.**
- 9.0 Issuance of Bidding Documents to any Bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted online and opened at the address given below in the presence of Bidder's representatives who choose to attend the Bid Opening. Bidder shall furnish Bid Security, Power of Attorney, Integrity Pact / Deed of Joint Undertaking/JV Agreement (as applicable) in physical form as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below.
- 10.0 **Address for communication:**
Chief Engineer/Planning,
HPGCL, C-4, Shakti Bhawan,
Sector-6,
Panchkula, Haryana
[Email- ceplg@hpgcl.org.in](mailto:ceplg@hpgcl.org.in), seplg.pkl@hpgcl.org.in, xenplgp2.pkl@hpgcl.org.in
- Phone No:- SE/Planning – 9355084476
XEN/Planning-9354782005

ADDENDUM-I

The following terms and conditions would supersede all the relevant clauses of NIT:

1. This NIT is on Domestic Competitive Bidding (DCB) mode, wherein, only the firms registered in India can participate.
2. Tender/bidding document number anywhere in the bidding documents may be read as 32/CE/PLG/DCRTPP/FGD-251 for Flue Gas Desulphurization (FGD) System Package in respect of 2x300 MW, DCRTPP, Yamunanagar for all intents and purposes.
3. Pre-Qualifying Requirements (PQRs) shall be as per the Invitation for Bids (IFB) documents of this NIT, which shall supersede the PQRs mentioned elsewhere in the tender documents, terms & conditions of NIT.
4. The amendments and clarifications to previous NIT(s) issued by HPGCL for FGD System Package in respect of 2x300 MW, DCRTPP, Yamunanagar are attached along with the bidding documents as Section VIII and Section IX respectively. The bidders may refer the same.
5. The bidder shall be required to fulfil the Minimum Local Content criteria for overall Flue Gas Desulphurisation (FGD) System as per the Order No. A-1/2021-FSC-Part(5) dated 16.11.2021 issued by Ministry of Power, Govt. of India Office regarding Public Procurement (Preference to Make in India) in respect of Power Sector. Further, the bidder(s) shall certify that the minimum local content criteria has been fulfilled and intimate the details of non-local content items along with their cost as **Attachment-8P** along with Part-II of NIT i.e. Price-bid form.
6. The bidder/collaborator/QFGDM/Joint Venture Company must comply the provisions of Office Memorandum No.F.7/10/2021-PPD dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India regarding "*Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017*". Any bidder/collaborator/QFGDM/Joint Venture Company from a country which shares a land border with India will be eligible to bid in this tender only if registered with competent authority as per the provisions of above Office Memorandum.
7. The bidder is required to submit following certificate as **Attachment-25** under ITB Clause 8.1.2 along with Part-I (Techno Commercial Bid) that
 - i.) *"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder/collaborator/QFGDM/Joint Venture Company 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 fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"*.
 - ii.) *"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."*

OR

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.”

[NOTE: Undertaking mentioned at point ii.) above is to be submitted in case of Transfer of Technology (ToT) only].

8. Bidder may note that the latest provisions/amendments/orders issued by Govt. of India in respect of matter related to para 4, 5 & 6 shall also prevail before the due date of submission of bids.
9. The liability of QFGDM written anywhere in the bidding documents may be read as 10% of the Contract Price (without GST).
10. Following Price Schedules mentioned in fresh tender are **not applicable**:-

Sr. No.	Schedule	Description
i.	Price Schedule No. 1	Plant and Equipment including Type Test Charges and Mandatory Spares to be supplied from abroad.
ii.	Price Schedule No. 7A	Custom Duty, import duty & GST applicable on Schedule 1, not included in bid price.
iii.	Price Schedule No. 8A	Breakup of Type Test Charges for equipment priced in Schedule 1.
Note: Any information/clause related to above said Price Schedule in the NIT shall be treated as null and void as the fresh NIT is on DCB mode.		

11. Instructions to Bidders (ITB) clause no. 27 and General Conditions of Contract (GCC) clause no. 3.6, is modified to the extent that two Contracts shall be executed between HPGCL and the successful bidder/firm as detailed below:-

Contract	Details	Remarks
First Contract	For CIF (Indian port-of-entry) supply of Plant and equipment including type test charges and Mandatory Spares to be supplied from abroad.	Not Applicable
Second Contract	Ex-Works (India) supply of domestically manufactured Plant and Equipment including type test charges and Mandatory Spares.	Applicable (Now may be read as First Contract)
Third Contract	For providing all services i.e. loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, erection, testing, commissioning and conducting Performance Guarantee Tests in respect of all the equipment supplied under the 'Second Contract' and all other services as specified in the Contract Documents.	Applicable (Now may be read as Second Contract)

The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Facilities as per Contract Documents and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Employer to terminate.

12. The bidder is required to comply the GST instructions attached as **Annexure-C** to Invitation to Bids (IFB) document.
13. Price Negotiation and Settlement of Disputes shall be governed as per Clause no. 25.6, Section-II, Instructions to Bidders (ITB) and Clause no. 6, Section-IV, General Conditions of Contract respectively.
14. Following terms and conditions are also made part of the NIT:
- a) **STATUTORY DEDUCTIONS:**
Statutory deduction on account of Income Tax, GST etc. including surcharge shall be made at source from the bills of the contractor at the prevailing rates.
- b) **FACTORY ACT/MINIMUM WAGES ACT/INSURANCE ACT/EPF ACT etc.:**
Strict adherence of various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by HPGCL on account of default in this regard by the contractor. EPF/ESI contributions will be deposited by the contractor in his own EPF/ESI code no. in the respective account of the workers. The contractor will submit the copy of EPF/ESI challan to the Factory Manager, at the time of 90% payment along with corresponding list of workers
The contractor shall make the payment of wages to its labour in their saving account linked with the ESCROW account only. Documentary evidence thereof shall be submitted along with the running bills.
- c) **INSURANCE OF WORKERS:**
The contractor will be solely responsible for any liability for his workers in respect of any accident, injury arising out and in course of contractor's employment. To meet his aforesaid obligation under the workmen Compensation Act, The contractor may obtain W.C. Policy from the Insurance Company for the persons employed by him for carrying out the work. The premium payable for the aforesaid Insurance Policy shall be borne by the contractor. The contractor shall ensure that the said Insurance Policy of this insurance cover is required to be submitted by the contractor to Engineer-in-charge of work immediately after issue of LOI, but before the start of work.

Flue Gas Desulphurisation System (FGD) Package for DCRTPP, YAMUNANAGAR (2X300 MW)**(TO BE EXECUTED/DIGITALLY SIGNED ON PLAIN PAPER)****UNDERTAKING TO BE JOINTLY EXECUTED BY THE BIDDER AND THE QFGDM/PROMOTER(S)/COLLABORATOR/ASSOCIATE FOR COMPLYING THE PROVISIONS OF THE FORM NO..... (AS PER APPLICABLE DJU)**

This JOINT UNDERTAKING executed on this day of Two thousand by M/s a Company incorporated under having its Registered Office at (hereinafter called the "Bidder", which expressions shall include its successors, administrators, executors and permitted assigns) and

*M/s a Company incorporated under having its Registered Office at (hereinafter called the "QFGDM/Promoter/Collaborator/Associate", which expression shall include its successors, administrators, executors and permitted assigns) in favour of HPGCL, Office of the Chief Engineer (Planning), Haryana Power Generation Corporation Limited (HPGCL), C-4, Shakti Bhawan, Sector-6, Panchkula -134109 (hereinafter called "HPGCL" or "Employer" which expressions shall include its successors, administrators, executors and assigns).

WHEREAS, the Employer invited Bids for "Flue Gas Desulphurization System (FGD) Package for DCRTPP, Yamunanagar (2x300MW) of HPGCL" (hereinafter referred to as "**Package**") vide its Bidding Document No. 32/CE/PLG/DCRTPP/FGD-251 (hereinafter referred to as "**Bidding Document**")

WHEREAS M/s (Bidder) is submitting its proposal in response to the Invitation for Bid by the Employer for the **Package**, against the Employer's **Bidding Document**

As per the requirement of Bidding documents, We, the Bidder and the QFGDM/Promoter/Collaborator/Associate, do hereby jointly declare and undertake that we fully abide by all the terms and conditions specified in Form No..... (As per applicable DJU) of the Bidding Documents and shall be jointly and severally liable to the Employer for the successful performance of the **contract** as per the terms and conditions of the Form.

We, the Bidder and the QFGDM/Promoter/Collaborator/Associate, do hereby declare and undertake that in the event, the bidder emerges as the successful Bidder, we shall submit the Form (**applicable DJU**) duly executed through our authorised representatives at the earliest but not later than fifteen (15) days from the date of opening of the price bid, failing which the Bid may be liable for rejection and Bid Security may be forfeited by the Employer.

We, the Bidder and the QFGDM/Promoter/Collaborator/Associate, agree that this Joint Undertaking shall form an integral part of the Contract(s) for this **Package**.

This joint undertaking shall be construed and interpreted in accordance with the Laws of India and the Courts of Panchkula shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the Bidder and the QFGDM/Promoter/Collaborator/Associate through their authorised representatives, have executed these presents on the day, month and year first mentioned above.

Flue Gas Desulphurisation (FGD) System Package for DCRTPP, YAMUNANAGAR (2X300 MW)	Bidding Document no. 32/CE/PLG/DCRTPP/FGD-251
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Flue Gas Desulphurisation System (FGD) Package for DCRTTP, YAMUNANAGAR (2X300 MW)

*ForM/s.....
(QFGDM/Promoter/Collaborator/
Associate)

(Signature Name & Address)

.....

Name.....

Designation.....

ForM/s.....

(Bidder / Contractor)

(Signature Name & Address)

.....

Name.....

Designation.....

Note:

1. Power of Attorney of the person signing on behalf of each of the executants is to be furnished by the bidder and to be attached along with the signed Undertaking.
2. *This form has been prepared considering single Collaborator/Associate. In case of more than one Collaborator/Associate, this part shall be modified accordingly by the Bidder.

\$Bidders to specify the Form No. of the relevant DJU.

Flue Gas Desulphurisation (FGD) System Package for DCRTTP, YAMUNANAGAR (2X300 MW)	Bidding Document no. 32/CE/PLG/DCRTTP/FGD-251
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ANNEXURE-C

Instructions regarding GST

- a. It is to ensure that the supplier to submit copy of Registration Certificate under GST Act.
- b. The following undertakings (on the letter head of supplier) are mandatory and to be submitted by all supplier(s) along with Part-I of the bid:
 - 1.1. GST registration is valid as on date
 - 1.2. No default has ever been made by supplier in filing the various GST returns and deposit of GST dues with the department.
 - 1.3. Supplier having multiple registrations under GST will submit undertaking for each & every GST number. A default under a GST number even if the GST number pertains to some other state; will make the supplier ineligible to participate in tender.

In addition, the supplier will also submit the following undertakings in addition to above immediately after issue of purchase order/Work Order and with submission of each & every bill unless mentioned otherwise:
 - 1.4. *Undertakings mentioned at 1.1, 1.2 and 1.3*
 - 1.5. A CA certificate regarding validity of GST registration will be submitted every six months during the tenure of contract.
 - 1.6. Supplier will submit copies of GSTR-1 and GSTR-3B / challans as evidence to deposit of GST with certification that GST collected from HPGCL, to be specified in exact rupees, has been paid to Govt. vide this challan (specifying the challan no. & date of deposit) and returns filed (date of filing of return) includes the transaction of supply of Good or/and services to HPGCL.
 - 1.7. Supplier will inform immediately the HPGCL about initiation of any proceeding (if any) against' him under the GST laws which may result in suspension or cancellation of GST number of the supplier.
 - 1.8. Undertaking to indemnify the HPGCL in case of any financial implication on HPGCL due to non-compliance of prescribed obligation under the GST Law on part of the Supplier/vendor.
 - 1.9. In case of one time job orders and purchase orders, copies of GSTR 1, GSTR 2A and GSTR 3B along with copies of invoices raised to HPGCL, duly reconciled with three returns to be submitted before release of the security.
- c. No GST will be paid extra until and unless, it is liable on the service provided by the firm and specifically demanded for the same in his offer, however due to not claiming of GST from the HPGCL, firm can't escape from his liability to the Govt. against the taxable service.
- d. The GST registration status of firm will be verified from the official website www.gst.gov.in.

- e. In case of failure at the end of supplier regarding deposit of tax and in complying with conditions mentioned herein. HPGCL will have right to recover the GST amount in default along with interest & penal amount and deposit the same directly with GST department on behalf of firm to the credit of HPGCL.
- f. Firm will undertake to immediately inform the HPGCL about any amendment in the GST certificate and to immediately submit the updated registration certificate.
- g. Invoice should be in performa as specified under GST laws (Section 31 to 34 of CGST Act read with Rules 46 to 55A of the CGST rules deal with the Tax invoice, Credit notes and debit notes) with correct GST number of HPGCL so that no difficulty is faced by HPGCL while claiming Input Tax Credit of GST due to incorrect GST number and also to reconcile the GST number and address of supplier as per invoice with the GST number & address given in tender documents submitted by supplier and submit the duly verified invoice to accounts wing.
- h. After the implementation of the E-Invoice w.e.f. 01 Oct 2020 generation of e-invoice from common e-invoice portal for B2B supplies by person having aggregate annual turnover of more than Rs. 500 Crs has been made compulsory. And w.e.f 01.Jan 2021 Generation of E-invoice for GST supplies by person having aggregate turnover of more than Rs. 100 Crs has been made compulsory. And w.e.f 01.04.2021 generation of E-invoice for GST supplies by the person having aggregate turnover of more than Rs. 5 Crs is proposed to made compulsory. The nodal officer/engineer in charge of the contract/appointed officer of the respective plant should demand from the supplier E-Invoice containing the invoice reference number (IRN) and QR code. It is worthwhile to note that any tax invoice including tax credit / Debit note issued by such notified person for B2B supplies without following the e-invoicing procedure shall not be treated as a valid document.
- i. Firm who are not generating e-invoice, shall submit undertaking in following format:
We M/s. having PAN and GSTIN Registration Numberhereby undertake that our Aggregate Turnover (as per Section 2(6) of Central Goods and Services Tax Act, 2017) for FY ----- does not exceed the prescribed threshold (as on the date of this declaration) for generation a Unique Invoice Registration Number (IRN) and QR code as per the provisions of Central Goods and Services Tax Act, 2017 and rules there under ("GST Law"). Further, we also undertake that if the aggregate turnover of M/s. exceeds the current threshold or revised threshold notified by Government of India at any future date, then we shall issue invoice and credit note in compliance with the required provisions of GST Law. In case of any queries from the any state or centre Goods and Services Tax authorities, M/s.will be solely responsible.

Yours Truly,

For M/s.....

Authorized Signatory Name: Designation: