



Name of the Work	:	Lot- 5B Package for Hydro-Mechanical Works for Intake and Draft Tube Gates and Hoists of Dibang Multipurpose Project.
Tender ID No.	:	2024_NHPC_803559_1
Tender Specification No.	:	NH/CCW/CCIII/CO310/PR12923/177
Corrigendum Date	:	30.05.2024

S.No.	Bid Condition	Amendment
Vol-0: NIT & ITB		
1.	NIT Clause 3.2.2(i)/ ITB clause 2.2.2(i) Designing, Manufacturing, installation, testing and commissioning of Fixed Wheel / Sliding type Vertical Lift gate operated by hydraulic hoist or rope drum hoist with $A \times H = 2350.8 \text{ m}^3$ A i.e. area (clear width by clear height) for one gate in m^2 . H i.e. normal design head at bottom of the gate in meter	Modified NIT Clause 3.2.2(i)/ ITB clause 2.2.2(i) Designing, Manufacturing, installation, testing and commissioning of Fixed Wheel /Sliding type Vertical Lift gate operated by hydraulic hoist or rope drum hoist with $A \times H = 2350.8 \text{ m}^3$ A i.e. area (clear width by clear height) for one gate in m^2 . H i.e. normal design head at bottom of the gate in meter
2.	Note -3 under NIT Clause 3.2 and ITB Clause 2.2 i.e. Qualification Criteria The work experience for Designing of Fixed Wheel/ Sliding type Vertical Lift gate and work experience for Manufacturing, erection, testing and commissioning of Fixed Wheel/ Sliding type Vertical Lift gate may be from different projects	Modified Note -3 under NIT Clause 3.2 and ITB Clause 2.2 i.e. Qualification Criteria The work experience for Designing of Fixed Wheel /Sliding type Vertical Lift gate and work experience for Manufacturing, erection, testing and commissioning of Fixed Wheel/ Sliding type Vertical Lift gate may be from different projects
3.	Addition of new sub-clause as: NIT 3.1.4 (e) and ITB 2.1.4(e)	NIT 3.1.4 (e) and ITB 2.1.4(e) In case of experience certificates produced by the contractors for having executed works for Private Organizations, TDS Certificates shall also be produced along with experience certificate.
4.	ITB Clause no. 37 : Public Procurement (Preference to make in India) order: Definitions: A) Definitions Local content: means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Class-I local supplier: means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content equal to or more than 50%. Class-II local supplier: means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content more than 20% but less than 50%. Non-local supplier: means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content less than or equal to 20%. Margin of purchase preference: means the maximum extent to which the price quoted by a Class-I local supplier may be above the L-1 for availing purchase preference. The margin of purchase preference shall be 20%. Works: means all works as per Rule 130 of GFR-2017, and shall also include Turnkey works, Engineering, Procurement & Construction (EPC) Contracts and	37. Public Procurement (Preference to Make in India) Order <u>Clause no. 37 : Public Procurement (Preference to make in India) order is Deleted and replaced as under:</u> <u>Purchase Preference to Make in India suppliers:</u> <u>Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15.06.2017 of DIPP as amended by order No. P- 45021/2/2017-BE-II dated 28.05.2018, order No. P-45021/2/2017-BE-II dated 29.05.2019 order No. P-45021/2/2017-BE-II dated 04.06.2020, order No. P-45021/2/2017-BE-II dated 16.09.2020, order no. A-1/2021/FSC-Part(5) dated 16.11.2021 and any subsequent amendments shall be applicable in this tender.</u> <u>Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 and any subsequent amendments. Bidders shall provide self-certificate / certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies), indicating whether they are class-I local supplier / class-II local supplier and the offered items meet the local content requirement of the same. They shall also indicate percentage of local content for the item and give details of the locations at which the local value addition is made. Public Procurement (Preferences to Make in India) Policy (including its latest modifications/amendments) as may be prevailing on the date of Price Bid Opening shall be applicable against this tender. Bidders are requested to go through the Public Procurement (Preferences to Make in India) policy.</u> Definitions:



S.No.	Bid Condition	Amendment
	<p>Services include System Integrator (SI) contracts.</p> <p>B) <u>Eligibility Criteria for Class I / II and Non Local Suppliers.</u></p> <p>a) For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.</p> <p>b) For procurement of Goods/Services/Works, not covered under a) above and having estimated value less than INR 200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In Global tender enquiries, Non-local suppliers shall also be eligible to bid alongwith Class-I and Class-II local suppliers.</p> <p>The above criteria shall be subject to compliance of following:</p> <p>i. The bidder shall have to be an entity registered in India in accordance with law. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability, competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.</p> <p>ii. Deleted</p> <p>iii. Country of origin of the equipment/material shall be provided in the bid.</p> <p>iv. The bids shall be in Indian National Rupees (INR) only in respect of local content.</p> <p>v. The bidder shall follow Indian laws, regulations and standards.</p> <p>vi. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.</p> <p>vii. The manufacturer/ supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling / disposal unit or as may be specified.</p>	<p>A) <u>Definitions</u></p> <p>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.</p> <p>Class-I local supplier: means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content equal to or more than 50%.</p> <p>Class-II local supplier: means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content more than 20% but less than 50%.</p> <p>Non-local supplier: means a supplier or service provider, whose Goods/ Services/ Works offered for procurement, has local content less than or equal to 20%.</p> <p>Margin of purchase preference: means the maximum extent to which the price quoted by a Class-I local supplier may be above the L-1 for availing purchase preference. The margin of purchase preference shall be 20%.</p> <p>Works: means all works as per Rule 130 of GFR-2017, and shall also include Turnkey works, Engineering, Procurement & Construction (EPC) Contracts and Services include System Integrator (SI) contracts.</p> <p>B) <u>Eligibility Criteria for Class I / II and Non Local Suppliers.</u></p> <p>a) For procurement of Goods/Services/Works, irrespective of purchase value where there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid.</p> <p>b) For procurement of Goods/Services/Works, not covered under a) above and having estimated value less than INR 200.00 Crore, Global tender enquiry shall not to be issued except with the approval of Competent Authority as designated by Department of Expenditure. Only Class-I and Class-II local suppliers shall be eligible to bid in procurements, except when Global tender enquiry has been issued. In Global tender enquiries, Non-local suppliers shall also be eligible to bid alongwith Class-I and Class-II local suppliers.</p> <p>The above criteria shall be subject to compliance of following:</p> <p>i. The bidder shall have to be an entity registered in India in accordance with law. Indian subsidiaries of foreign bidders are eligible to participate in the bidding process provided they meet the qualifying criteria in terms of capability, competency, financial position, past performance etc. Further, Foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India.</p> <p>ii. Deleted</p> <p>iii. Country of origin of the equipment/material shall be provided in the bid.</p> <p>iv. The bids shall be in Indian National Rupees (INR) only in respect of local content.</p>



S.No.	Bid Condition	Amendment
	<p>viii. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.</p> <p>ix. Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.</p> <p>x. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.</p> <p>C) Procedure for Purchase Preference</p> <p>a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to "Class-I local supplier" only in procurement undertaken by procuring entities in the manner specified here under.</p> <p>b) In the case of procurement of goods / works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure(not applicable in this tender):</p> <p>(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.</p> <p>(ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.</p> <p>c) For procurement of goods / works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure(applicable for this tender):</p>	<p>v. The bidder shall follow Indian laws, regulations and standards.</p> <p>vi. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for minimum one year.</p> <p>vii. The manufacturer/ supplier shall list out the products and components producing Toxic E-waste and other waste. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ Supplier and for this, the Manufacturer/Supplier along with procurer has to establish recycling / disposal unit or as may be specified.</p> <p>viii. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.</p> <p>ix. Wherever required, the Foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of Utilities.</p> <p>x. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.</p> <p>C) Procedure for Purchase Preference</p> <p>a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to "Class-I local supplier" only in procurement undertaken by procuring entities in the manner specified here under.</p> <p>b) In the case of procurement of goods / works, which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure(not applicable in this tender):</p> <p>(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.</p> <p>(ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered by Class-I local suppliers, then such balance quantity shall be ordered to the L1 bidder.</p>



S.No.	Bid Condition	Amendment
	<p>(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.</p> <p>(ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>(iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>(d) "Class-II local supplier" and "Non-local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p> <p><u>D) Verification of local content</u></p> <p>a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class- I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.</p>	<p>c) For procurement of goods / works, which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure(applicable for this tender):</p> <p>(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.</p> <p>(ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>(iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case, none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>(d) "Class-II local supplier" and "Non-local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p> <p><u>D) Verification of local content</u></p> <p>a) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class- I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>b) In cases of procurement for a value in excess of INR 10.00 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.</p>
5.	Eligibility Form- 3 Second Para	Successful experience, either by the Bidder company itself or by the proposed manufacturer (s) who have given authorization to the Bidder in required format in Design, Drawing, Procurement, fabrication/manufacturing, supply, installation, testing & commissioning of the following Hydro-



S.No.	Bid Condition	Amendment
		mechanical items and / or works in preceding twenty five (25) <u>(20)</u> years for
VOLUME-III, GTS & PTS		
6.	Clause no. 2.3.1 b) Hoists: Six Nos. Independent single acting Hydraulic cylinders and six Nos Power packs. Operating speed: 2.5 m/min (minimum) for normal condition and 7.5 m/min lowering speed for emergency condition. Power pack: - Rexroth/ Eaton/ Montan/Suvera Hyd. Cylinder: - Rexroth/Eaton/Montan/Suvera/Ruhfus Max. Working pressure: 20 MPa Hoist capacity: To be computed as per specified operating condition. However, capacity shall not be less than 300T for each cylinder. The hoist shall be equipped with a lighting system as follows: • Two 200W LED lighting (outdoor and weather proof type) for proper illumination of the working area of the gate operation chamber. • Sufficient LED lighting (outdoor and weather proof type) to properly illuminate the access ladders and walkways.	Clause no. 2.3.1 b) Hoists: Six Nos. Independent single acting Hydraulic cylinders and six Nos Power packs. Operating speed: 2.5 m/min (minimum) for normal condition and 7.5 m/min lowering speed for emergency condition. Power pack: - Rexroth/ Danfoss/ Eaton/ Montan/Suvera/ <u>Van Halteren Technologies Boxel B.V.(V.H.T.)</u> Hyd. Cylinder: - Rexroth/ <u>Danfoss/ Eaton/</u> Montan/Suvera/Ruhfus/ <u>Van Halteren Technologies Boxel B.V.(V.H.T.)</u> Max. Working pressure: 20 MPa Hoist capacity: To be computed as per specified operating condition. However, capacity shall not be less than 300T for each cylinder. The hoist shall be equipped with a lighting system as follows: • Two 200W LED lighting (outdoor and weather proof type) for proper illumination of the working area of the gate operation chamber. • Sufficient LED lighting (outdoor and weather proof type) to properly illuminate the access ladders and walkways.
VOLUME-V, FORMS & PROCEDURES		
7.	Appendix-1 (Terms and Procedures of Payment) 3rd Para of Price Schedule No.4 The Contractor shall furnish the Bank Guarantee (BG) to Engineer-in-Charge issued from an Indian Nationalized Bank or State Bank of India or any Scheduled Bank in India as per the Form enclosed as Annexure-III to SCC.	Appendix-1 (Terms and Procedures of Payment) 3rd Para of Price Schedule No.4 The Contractor shall furnish the Bank Guarantee (BG) to Engineer-in-Charge issued from an Indian Nationalized Bank or State Bank of India or any Scheduled Bank in India as per the Form enclosed as Annexure-III to SCC. <u>Form-17 (Format of Bank Guarantee for Security Deposit)</u>
8.	Appendix 2. Price Adjustment	Appendix 2. Price Adjustment (Definition of Fo and F1) Fo = Actual all inclusive price of diesel at Delhi <u>Roing</u> as fixed by Indian Oil Corporation on the base date. F ₁ = Actual all inclusive price of diesel at Delhi <u>Roing</u> as fixed by Indian Oil Corporation calculated on the date of adjustment.
9.	Form 2c. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR PROVIDING ALL SERVICES	Form 2c. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR PROVIDING ALL SERVICES Para 5.0 You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the Proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within 30-28 days from the date of this Notification of Award.
10.	FORM – 14 PARENT/ HOLDING COMPANY AGREEMENT (In case of Joint Venture) 2nd Para	FORM – 14 PARENT/ HOLDING COMPANY AGREEMENT (In case of Joint Venture) 2nd Paraequivalent to 35 <u>35</u> % of the Contract Price to the portion of work of M/s of Joint Venture, the Employer has entered into a Contract with the Joint Venture comprising M/s and M/son(hereinafter referred to as the “Contractor” which expression shall unless repugnant to the subject or context or meaning thereof include their successors,



NHPC LIMITED
(A Govt. of India Enterprise)
CIN: L40101HR1975GOI032564

CORRIGENDUM NO.2

S.No.	Bid Condition	Amendment
		administrators, executors and permitted assigns) for the execution of (name of work package) for H.E. Project in the State of, India (hereinafter referred to as the "Contract").
11.	FORM-16 : PERFORMANCE BANK GUARANTEE (to be submitted by Manufacturer) Last line of 1st Para	FORM-16 : PERFORMANCE BANK GUARANTEE (to be submitted by Manufacturer) Last line of 1st Para equivalent to 3 <u>5</u> % of the value of the aforesaid equipment under the Contract to the Employer.

All other terms and conditions of the Bid document shall remain unchanged.

General Manager (CC-III),
E-mail: contcivil3-co@nhpc.nic.in