

Expression of Interest (EOI) for Selection of Firms for issuance of No Objection Certificate (NOC) for Removal of Deposited Sediments/Silt from the Reservoir and downstream of TLD-III Power Station

**NHPC LIMITED
(A GOVT. OF INDIA ENTERPRISE)**

Regd. Office: NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana)

**Domestic Competitive Bidding
(Expression of Interest)
(Open Tender Enquiry)
(E-tendering-Web Notice)**

Tender ID.: 2026_NHPC_914307_1

Date: 23-06-2026

1. Online **Expression of Interests (EOIs)** are invited from eligible domestic firms / companies in **Single Stage -One Part Bidding** Basis (i.e. Cover-I: Techno-Commercial Application) for and on behalf of NHPC Ltd. (A Govt. of India Enterprise) for “**Selection of Firms for issuance of No Objection Certificate (NOC) for Removal of Deposited Sediments/Silt from the Reservoir and downstream of TLD-III Power Station**” on open invitation basis. Scope of work is enclosed as **Annexure-1**, Terms & Conditions of NOC are enclosed as **Annexure-2** and other terms are as per the EOI document.

Complete document can be viewed and down loaded from the Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com. The application is to be submitted only within the deadline for online submission.

Background and Project Overview:

Teesta Low Dam Project Stage-III (TLDP-III) is a run of the river scheme located on Teesta River downstream of Rangit & Teesta Confluence and 7.2Km downstream of Teesta Bridge near Rambhi village, Distt. Darjeeling, West Bengal.

WBSEB conceived Four Hydroelectric Projects in cascade to harness the hydroelectric potential of Teesta Basin in West Bengal. These projects are referred to as Teesta Low Dam Projects (TLDPs). The First two projects namely Stage-I (40MW) & Stage-II (60MW) are located on the Great Rangit River whose left bank lies in the state of Sikkim prior to its confluence with Teesta River near Melli. The remaining two projects i.e TLDP-III & TLDP-IV are situated on the Teesta River downstream of Great Rangit –Teesta Confluence popularly known as Triveni and fall entirely in the state of West Bengal. Teesta Low Dam Projects Stage-III & Stage-IV were handed over to NHPC on ownership basis vide letter no. 8/6/2000-DO (NHPC) dated 15.11.2000 and MOU was signed on 10.11.2000 with WBSEB on behalf of the Government of West Bengal. The significance of the TLD-III Power Station stems from its pivotal role in generating electricity through a run-of-the-river system over the years. The gross storage capacity been reduced to about 70% of its original capacity due to severe sediment deposition. In order to restore the effective storage capacity and ensure

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sustained operational efficiency and longevity of the power station, it has been proposed to undertake removal of the deposited sediment from the reservoir of TLD-III Power Station.

The proposed sediment removal are planned to be carried out with in the reservoir area extending up to Appx. 12.00KM upstream from the Barrage axis and approx. up to 6.00KM downstream of barrage.

Interested firms are encouraged to obtain further comprehensive details by visiting the TLD-III Power Station and it's upstream as well as contacting the information provided under the "Contact Information" section of this EOI document.

A. The brief details of the EOI are as under:

Sl. No.	Item	Description
i)	Mode of EOI	e-Procurement System Cover-I: Online Techno-Commercial Application
ii)	EOI ID	2026_NHPC_914307_1
iii)	EOI reference No.	NH/ CCW/ CC-II/ TLD-III PS/PR-11425/ 244/ EOI-359 dated 23- 06-2026
iv)	Period of Validity of application	120 Days
v)	EOI inviting Authority	General Manager, CC-II, Contracts Civil Division, Corporate Office, Faridabad, Haryana, 121003 e-Mail: contcivil2-co@nhpc.nic.in
vi)	Venue for opening of EOI Applications	O/o General Manager, CC-II, Contracts Civil Division, Corporate Office, Faridabad, Haryana, 121003 e-Mail: contcivil2-co@nhpc.nic.in

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B. The critical dates for EOI Applications are as under:

Sl. No.	Particulars	Date & Time
i)	Publishing Date & Time	23-06-2026, 18:00 Hrs.
ii)	Document Download Start Date & Time	23-06-2026, 18:00 Hrs.
iii)	Last date of Receipt of clarification on EOI	07-07-2026, 15:00 Hrs.
iv)	Date & Venue of Pre-bid Conference	Venue: Contracts Civil Division, Corporate Office, Faridabad, Haryana, 121003 Date & time: 08-07-2026, 11:00 Hrs.
v)	Online Application Submission Start Date & Time	23-06-2026, 18:00 Hrs.
vi)	Online Application Submission Closing Date & Time	14-07-2026, 15:00 Hrs.
vii)	Offline Submission Closing (Address, Date & Time)	Venue: General Manager, CC-II, Contracts Civil Division, Corporate Office, Faridabad, Haryana, 121003 Date & time: Half an hour before opening of online EOI Application.
viii)	Opening of Online EOI Application (Cover-I)	Venue: General Manager, CC-II, Contracts Civil Division, Corporate Office, Faridabad, Haryana, 121003 Date & time: 15-07-2026, 15:30 Hrs.

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2. Eligible Applicants:

2.1 This Invitation for EOI application is open to:

- a) The domestic Firms / Companies are eligible to participate in the EOI process.
- b) Applicants shall comply with the Public Procurement (Preference to Make in India), Order-2017 issued by the Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry vide No. P-45021/2/2017-PP (BE-II) – Part(4) Vol.II dated 19.07.2024 and Order no. A-1/2021-FSC dated 10-09-2025 issued by the Ministry of Power read with all their amendments issued from time to time.
- c) Applicant shall comply with the provisions of “Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017” issued by Department of Expenditure, Ministry of Finance, GoI vide OM no. F.No. 6/18/2019/PPD dated 23.07.2020 read with its subsequent amendments.

2.2 Applicant shall not be under declaration of ineligibility for banning / delisting / blacklisting / debarment from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings (Annexure-A) to Integrity Pact at the time of submitting the application and shall intimate immediately of any such banning / delisting / blacklisting / debarring after submission of bid till empanelment. Guidelines on “Banning of Business Dealings” are available at the NHPC website www.nhpcindia.com. Self-Declaration in this regard is to be submitted.

2.3 The applicants whose contract(s) have been terminated due to unsatisfactory performance by employer in past, shall not be allowed to participate in the EOI process till completion of the ineligibility period.

3. Qualification of the Applicants:

3.1 All applicants shall include the following information and documents with their application in, Qualification Information:

- a) Information related to constitution or legal status, place of registration, and principal place of business as sought in the **Form-1 General Information**.
- b) Information relating to Technical and Financial criteria shall be provided in **Form -3**.

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3.2 Qualification & Evaluation Criteria:

3.2 A The qualified firms pursuant to eligibility criteria, shall be selected based upon the following parameters:

I. Parameters:

Sl. No.	Parameters for Evaluation	Weightage	Documents Required to be submitted by Applicants
A	B	C	D
1	Technical Parameters (Technical Experience) :		
1(i)	Maximum value of completed / ongoing similar work executed by the bidder as Sole Contractor or Partner of a JV or Sub Contractor approved by the Employer during last twenty (20) years ending on last day of month previous to one in which bid is invited. Similar work means dredging work in River or Reservoirs or Lake or Port / Harbor or Sea or Canal or large Nallah(s) of Natural / Man-made.	15	 Bidder(s) shall submit the copy of Letter of Award (LOA) alongwith completion certificate of completed / ongoing works having highest value(s) during the specified period.
1(ii)	Maximum number of completed / ongoing similar work having value more than INR-09 Crore executed by the bidder as Sole Contractor or Partner of a JV or Sub Contractor approved by the Employer during last twenty (20) years ending on last day of month previous to one in which bid is invited. Similar work means dredging work in River or Reservoirs or Lake or Port / Harbor or Sea or Canal or large	15	 Bidder(s) shall submit the copy of Letter of Award (LOA) alongwith completion certificates of completed / ongoing works during specified period. The Works should

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	Nallah(s) of Natural / Man-made.		be more than INR 09 Crore in amount.
2	Financial Parameters:		
2(i)	Turnover: Average annual turnover during immediate preceding two (2) consecutive financial years excluding GST. Minimum Average Annual Turnover shall be INR- 15 Crs Applicants having Average Annual Turnover less than INR- 15 Crs shall not be considered for evaluation.	15	Average Annual Turnover in FY: 2024-25 = Crs 2023-24 = Crs (Bidder shall submit the Certificate from Statutory Auditor / CA. Equivalent certificate as per the governing law of respective country in case of foreign company alongwith copy of respective statutory provision.)
2(ii)	Net worth: Net Worth in last 03 financial years. The bidder should have positive net worth in at least 02 financial years out of last 03 financial years, with the condition of positive net worth in immediate preceding financial year. ‘Net Worth’ means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or	15	Net worth in FY: 2024-25 = Crs 2023-24 = Crs 2022-23 = Crs (Bidder shall submit the Certificate from Statutory Auditor / CA. Equivalent certificate as per

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	credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. For assessment, relevant pages of Annual Report containing Net Worth figure duly certified by Authorized representative of Bidders, otherwise, figure duly authenticated by the Statutory Auditors should be submitted.		the governing law of respective country in case of foreign company alongwith copy of respective statutory provision.)
2(iii)	Working Capital: The working capital (current assets minus current liabilities) as on March-2025. Working capital shall be at least INR 5.00 Crs. Applicants having working capital less than INR 5.00 Crs shall not be considered for evaluation. The Working Capital shall be specified in INR. For this purpose current assets and current liabilities will be considered as classified in the audited balance sheet / equivalent financial statements including profit and loss statement of the immediately preceding financial year.	15	 (Bidder shall submit the working capital certified by their Statutory Auditor / CA. Equivalent certificate as per the governing law of respective country in case of foreign company alongwith copy of respective statutory provision.)
2(iv)	Premium: The applicant shall be required to quote the Annual premium (including all taxes) against the NOC issued by NHPC for	25	-----

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	removal of sediment from the TLD-III PS reservoir. The applicant shall pay the Premium for 1 st Year at the time of issue of NOC & subsequently on annual basis on each anniversary date.		
	Total	100	

- a) Last three Financial Years mean FY 2022-23, FY 2023-24, FY 2024-25.
- b) The reference date for considering the period of last 3 (three) years shall be reckoned from the last day of the month previous to the one in which the bids are invited.
- c) All the firms / companies have to submit supporting documents duly signed by Power of Attorney Holder.
- d) The CA Certificate should have the Unique Document Identification Number (UDIN) as per Gazette Notification No. 1-CA(7)/192/2019 dated 02.08.2019
- e) Work experience to demonstrate meeting the criteria stipulated in clause 3.2 (A) shall be provided in respective Qualification Form of work experiences record. The work experience shown shall be supported with certificate(s) from the Engineer-in-charge/Project head of the concerned work. In case of experience certificates produced by the firm for having executed works for Private Organizations, TDS Certificates / Form 26AS / Annual Information Statement (AIS) (equitant statement as per the governing law of respective country in case of foreign company claiming / submitting certification of private organization) shall also be produced along with experience certificate.
- f) For such works with payment received in other than INR shall be converted in INR by adopting the Exchange rate between that Currency and INR as prevailing on the completion date mentioned in the completion certificate and if month of completion is mentioned in the Completion Certificate, then the exchange rate of last working day of the Month shall be taken.
- g) The evaluation of a bidder's specific construction experience for a work executed on JV basis shall be based on his role and scope of work in such joint ventures. To establish his role and scope of work in such Joint Venture contracts, the bidder shall provide 'documentary evidence to the extent of experience claimed by him. In case the quantum of work as per, experience certificate does not match with the scope of work as defined in the JV/consortium agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer / client.

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- h) In case scope of work of individual partners is not clearly defined in the JV/consortium agreement then credential of bidder being partner in a JV/consortium shall be decided in the following manner:
 - a) Where specific experience certificate in respect of individual JV partners is available, the same shall be considered to the extent of work executed by such JV partner.
 - b) Where specific experience certificate is not available, or experience certificate is issued in the name of JV/consortium, the evaluation shall be done in the following manner:
 - i) In case the participation / profit sharing percentage of bidder as per JV agreement is at least 35%, full credit of the work executed by the JV/consortium shall be given to such bidder.
 - ii) In case the participation / profit sharing percentage of bidder in JV agreement is less than 35%, no credit of work executed under such JV shall be given to such bidder.
 - iii) Notwithstanding (i) and (ii) above, in case of availability of specific experience certificate, (a) above shall apply.

In case both participation share and profit sharing ratio are available in the JV Agreement, participation share shall prevail.

- i) For the portion of work executed through a sub-contractor, full experience for that portion of work can be claimed by the Contractor as well as sub-contractor for fulfilling criteria for evaluation of bidder's specific experience.
- j) Other income shall not be considered for arriving at the Annual Turnover.
- k) The bidder's financial evaluation vis a vis the requirement as stipulated above shall be done on the basis of duly printed (offset) Annual Report / Equivalent Financial Statement for the immediately preceding three years submitted by the bidder along with the Bid. In case, bid submission date falls up to 30th September, the annual reports / equivalent financial statement up to previous year of immediate preceding Financial Year shall be considered and for the Tenders having Bid Submission date after September, the annual reports / equivalent financial statement up to immediate preceding Financial Year shall be considered. Further, standalone audited Annual Financial Statement of bidder shall be forming part of the Annual Report / Equivalent Financial Statement.

In case, if bidder has not submitted the above Annual Report / Equivalent Financial Statement along with Bid, then a certificate from CEO/CFO of the bidder shall be submitted along with Bid mentioning that the requirement of Annual Report as per

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governing law of country is not mandatory in case of such bidders Equivalent Financial Statement shall be considered. In such cases duly notarized copies of Audited Printed Annual Financial Statement (Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor's Report thereon including all relevant Schedules/ annexures etc.) for the immediately preceding (3) three years be submitted by the bidder along with the Bid. The Annual Financial Statement shall be considered for evaluation in same manner as defined in above Para for consideration of Annual Reports / Equivalent Financial Statement.

- l) In case where Audited financial results for the immediately preceding year are not available, then a statement of account as on the closing date of the immediately preceding financial year depicting the Turnover and Net Worth (calculated as per laid down criteria) duly certified by their Statutory Auditor/ Certified Public Accountant carrying out the statutory audit shall be enclosed with the Bid along with copy of appointment letter of the statutory auditor. The Certificate should be issued with Unique Document Identification Number (UDIN) as per Gazette Notification No.1-CA (7)/192/2019 dated 02.08.2019 or any other document identification number issued to Certified Public Accountants by their respective Institute, if applicable.
- m) Wherever, the Annual Report/ duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed in English language and certified by approved/ recognized English translator shall be submitted with the Bid.
- n) The qualification given by Statutory Auditors on the Financial Statements which have impact on Net Worth, Turnover, Working Capital or any other Financial item shall be taken into account for calculating the above financial parameters of Qualifying Criteria.

NOTE:

- 1) Work executed by a bidder for its parent company / group company shall not be considered as experience for the purpose of meeting the requirement of the above assessment criteria.
- 2) Experience of participating bidder with name mentioned in their registration / incorporation shall only be considered. In case a new company is formed due to split of old company, failure of Joint Venture(JV) company or withdrawal of equity share in Joint Venture(JV), the new company cannot claim the experience of old JV company.
- 3) Maximum score against each criteria will be awarded to the bidder having highest figures against each criteria. All other participating bidders shall be awarded pro-rata score out of maximum in proportion to their figures against each criteria vis-à-vis the bidder having highest figures against that criteria.

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- 4) Score obtained shall be rounded off to nearest whole number e.g. 6.13569 will be reckoned as 6.00 and 8.98201 will be reckoned as 9.00.
- 5) In Bidders response, all the amount should be entered in Rs. Crore and rounded off upto two decimal points e.g. Rs. 1525,93,77,746/- will be reckoned as Rs. 1525.94 Cr. and Rs. 1525,93,47,746/- will be reckoned as 1525.93 Cr.
- 6) The bids will be evaluated on the basis of score obtained by the bidders as per assessment criteria above. The successful bidder will be selected on the basis of highest score obtained.
- 7) In case of Tie in the marks, the preference will be given to the bidder obtaining higher score in financial parameters.
- 8) Relaxation for MSE and Startups shall not be applicable.
- 9) The Applicant shall provide the undertaking for his willingness to work in any of the segment allocated by the TLD-III Power Station.

II. Assignment of Marks for Evaluation:

- i. The applicant best in the parameter for evaluation will get the highest marks as indicated against each parameter and others will get percentage of highest marks on proportionate basis. In case of fractional marks/number, the marks shall be considered upto two decimal level only with next higher in case third decimal number is 5 or more.
- ii. In case of Financial Parameter, average of 2(i) “Turnover” & 2(ii) “Net Worth” shall be consideration for evaluation & assessment of marks against each criteria.
- iii. For example, value of completed work under “Technical Experience” of bidder "X" is higher amongst all the applicants, then full Marks mentioned against parameter shall be awarded to applicant “X”.
- iv. Technical Experience of bidder "X" will become base for other bidders and the marks will be awarded to other bidders as under:
- v.
$$\text{Marks} = \left(\frac{\text{highest value of completed work under "Technical Experience" of bidder}}{\text{highest value of completed work under "Technical Experience" of bidder "X"}} \right) \times (\text{Marks allocated to bidder "X" for Parameter})$$
- vi. Similarly, the best applicant for each given parameter shall be identified and marks shall be awarded to each applicant in the same manner as described above.

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III. Evaluation Criteria:

- i. The firms shall be required to qualify against each technical and financial criteria.
- ii. The bids shall be evaluated on the basis of score obtained by the bidders as per parameters for evaluation detailed above. The bidders shall be selected on the basis of their combined score obtained against each parameter.
- iii. Based on the scores (out of 100 marks) the combined ranking shall be assigned to each of the bidder firm / company.
- iv. Maximum five (05) firms / companies based on combined scores shall be selected for issue of NOC for the work. The selection of firms shall be subject to minimum score of 50 marks. However, NHPC reserves the right to issue NOC to more firms as per availability of area.
- v. In case of combined score equal, bidder scoring higher combined marks in financial parameters (i.e. sum of the marks obtained under parameter no 2) will get higher rank.
- vi. Work executed by a bidder for its parent company/group company shall not be considered as experience for the purpose of meeting the requirement of the above assessment criteria.

3.2 B Each applicant must also produce with their Application:

- i) Copies of PAN, GST Registration No., EPF Registration No. and ESIC Registration No.
- ii) A declaration that the information furnished with the EOI documents is correct in all respects.
- iii) Such other certificates, if any, as defined in the EOI document.

3.2 C To qualify for selection for which bids are invited in the Expression of Interest, the bidder must demonstrate having work experience, financial capability and resources sufficient to meet the aggregate of the qualifying criteria. Failure to produce the certificates and documents as per the requirement of EOI shall make the applicant disqualified.

3.2 D Nature of Bidders:

The Applicant should be a Sole Firm, JV / Consortium or other mechanism are not allowed to participate in the selection process.

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3.2E Insolvency:

The Bidder against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy code 2016 or as amended from time to time shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/ Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time (IBC 2016 hereafter).

In case, bidder in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the NOC is issued, any such application is admitted by the Adjudicating Authority under the IBC 2016, the bidder shall be considered as ineligible and his bid shall be rejected.

An undertaking that “no insolvency proceedings is admitted by the Adjudicating Authority against bidder under the IBC 2016” on the dated of submission of bid shall be submitted on letter head duly signed by the authorized representative of bidder.

Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of the Bid Document.

The bidder also confirm that in case issue of NOC, bidder shall immediately inform the Employer regarding admission of any application for corporate insolvency resolution process against us by the Adjudicating Authority under the IBC 2016.

4.0 Clarification on EOI Documents

- 4.1 Prospective applicants requiring any clarification on the EOI document may request to EOI Inviting Authority within 14 days of issue of EOI in writing or by e-mail at the address indicated in the EOI Document. The Employer will respond to such requests for clarification which are received within the deadline for the same.

4.2 Site Visit

- 4.2.1 The applicants, in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their application, in respect of the site conditions including but not restricted to the following which may influence or affect the work or cost thereof under the Contract:

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- a) Site conditions including access to the site, existing and required roads and other means of transport/communication for use by them in connection with the works;
- b) Requirement and availability of land and other facilities for their enabling works, colonies, stores and workshops etc.;
- c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained therefrom;
- d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un- skilled), required for work and Laws and Regulations governing their use and employment;
- e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work;
- f) The limit and extent of surface and sub-surface water to be encountered during the performance of the work and the requirement of drainage and pumping;
- g) The type of equipment and facilities needed, preliminary to, for and in the performance of the work; and
- h) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof under this contract.

4.2.2 The applicants should note that information, if any, in regard to the site and local conditions, in these documents has been given merely to assist the applicants and is not warranted to be complete.

4.2.3 The applicants should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the applicants shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.

4.2.4 Contact detail for site visit and related queries:

Sh. Ashutosh Kumar, DGM (E),
TLD-III Power Station, Rambhi, Distt. Darjeeling, West Bengal
Ph. No. 9800003636,
Email: phcivil-tldp3@nhpc.nic.in

4.2.5 The Applicants shall submit site visit report in **Form-10**.

4.3 Pre-Bid Meeting

- a) Pre-Bid meeting open to all the prospective Applicant(s) will be held at venue, date and time as per SI. No.-1 wherein they shall be given an opportunity to obtain clarifications, if any, regarding the work and EOI conditions.

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- b) Prospective Applicant(s) may submit their queries, if any, by email at address stated in the EOI document at least 01 day before the pre-Bid meeting so that the same can be replied during the meeting.
- c) The pre bid meeting shall be held in online and offline mode. Applicants interested to attend the pre bid meeting through online mode may send their request to EOI Inviting Authority for VC link at least one day prior to meeting, the VC link shall be provided through email.

5. Amendment to EOI Documents

- 5.1 Before the deadline for submission of applications, the Employer may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the EOI documents by issuing addenda.
- 5.2 Any addendum/corrigenda issued prior to deadline for submission of applications would be put up on the CPP portal <https://eprocure.gov.in/eprocure/app> as well as on NHPC website www.nhpcindia.com. Any addenda/corrigenda/clarifications thus issued shall be part of the EOI documents. The prospective applicants have to check aforesaid portal for any amendment/corrigenda/clarifications periodically and before submission of their applications. All prospective applicants are presumed to have examined all amendments/corrigenda/clarifications published on the website and have submitted their applications accordingly.
- 5.3 To give prospective applicants reasonable time in which to take an addendum into account in preparing their applications, the Employer shall extend, as necessary, the deadline for submission of applications, in accordance with Clause 10.2 of EOI.

6. Language of EOI Application

All documents relating to the EOI Application shall be in English language.

7.0 Submission of EOI Application

- i. The Applicants shall prepare the application and submit details as stated hereunder:
 - a. General Information (Form-1)
 - b. Letter of EOI Application (Form-2)
 - c. Technical and Financial Qualification Criteria (Form-3)
 - d. Form of Declaration (Form-4)
 - e. Declaration on ineligibility (Form-5)
 - f. Undertaking on near relatives to officials of Employer (Form-6)

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- g. Certificate on Insolvency (Form-7)
 - h. Certificate on Local Content (Form-8)
 - i. Declaration regarding compliance of restrictions under Rule 144(xi) of GFR-2017
 - j. Site Inspection Report (Form-10)
 - k. Other Documents (as applicable) etc.
- ii. The applicant shall ensure that all the forms are duly filled and completed in all respect, each page of document is duly signed along with seal of the authorized person of the applicant having valid power of attorney.
 - iii. Online EOI Application complete in all respect must be uploaded at the aforesaid portal before the specified date & time as per SI. No.1.
 - iv. In the event of the specified date or amendment if any for the submission of application being declared a holiday for the Employer, the hard copy of the documents will be received up to the specified time on the next working day. Similarly, in the event of the specified date or amendment if any for the opening of applications being declared a holiday for the Employer, the opening shall be carried out at the specified time on the next working day. However, the date and time for online submission of the applications shall continue to be the date and time specified or amended (if any).
 - v. The applicant shall ensure that all uploaded documents and offline documents (Power of Attorney alongwith Board Resolution) of application shall be duly signed along with seal of the authorized person of the applicant having valid power of attorney.

8.0 Validity of EOI Application

8.1 Applications shall remain valid for a period as mentioned in the EOI Application, after the deadline date for online application submission specified in Clause-1 of EOI or amendment thereof.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the applicants to extend the period of validity for a specified additional period. The request and the applicant's response shall be made in writing or by e-mail. An applicant may refuse the request. An applicant agreeing to the request will not be required or permitted to modify his application.

9.0 EOI applications shall be valid for a period as mentioned in Sl. no. 1 after the deadline for EOI submission. Prior to the expiry of EOI application validity period, Employer may request applicants to extend the EOI application validity period. The request and the response shall be made in writing. An extension of the EOI application validity period will not entitle an applicant to modify its application. In case applicant fails to extend the EOI

Expression of Interest (EOI) for Selection of Firms for issuance of No Objection Certificate (NOC) for Removal of Deposited Sediments/Silt from the Reservoir and downstream of TLD-III Power Station

application validity upon employer's request, the corresponding application shall be rejected as being non-responsive.

10. Deadline for Submission of Applications

10.1 Complete Application must be uploaded at the portal by the date and time as stipulated in the EOI.

10.2 The Employer may, in the exceptional circumstances and at its discretion, extend the deadline for submission of applications by issuing an amendment in accordance with Clause 5 of EOI, in which case all rights and obligations of the Employer and the applicants previously subject to the original deadline will then be subject to the new deadline.

11. Late Applications

Submission of the applications will not be permitted after expiry of submission time and the applicant shall not be permitted to submit the same by any other mode.

12.0 Modification and Withdrawal of Application

12.1 After submission of the application the applicant can re-submit revised application any number of times but before stipulated deadline for submission of application.

12.2 The server time (which is displayed on the applicant's dashboard) will be considered as the standard time for referencing the deadlines for submission of the application by the applicants, opening of application etc. The applicants should follow this time during application submission.

12.3 No application shall be withdrawn or modified/revised after the application submission deadline. Withdrawal or modification of an application after application submission deadline shall be considered non-responsive.

13.0 Opening of EOI Application

13.1 The Techno-commercial application shall be opened online at venue date & time as per Sl. No. 1.

13.2 The Employer/ Authority inviting EOI Application will open the applications received (except those received late) in the presence of the applicants / applicant's representatives who choose to attend at the time, date and place specified in the EOI. The Applicants/ Applicant's representatives who are present shall sign a register evidencing their attendance. Applicant(s) can also view application opening online on the CPP portal <https://eprocure.gov.in/eprocure/app> at their end.

Expression of Interest (EOI) for Selection of Firms for issuance of No Objection Certificate (NOC) for Removal of Deposited Sediments/Silt from the Reservoir and downstream of TLD-III Power Station

- 13.3 In the event of the specified date for the opening of applications being declared a holiday for the Employer, the applications will be opened at the appointed time and location on the next working day.

14. Selection of Applicants for issue of No Objection Certificate (NOC):

- i. The eligible applications of bidders shall be evaluated in accordance to the process defined in the EOI.
- ii. Based on the combined scores obtained by the firms ranking shall be assigned to each of the bidder firm / company.
- iii. Maximum five (05) firms / companies based on combined scores shall be selected for issue of NOC. NHPC reserves the right to issue NOC to more firms as per availability of area and also to cancel any or all the NOCs issued to firms.
- iv. On receipt of work permit / permissions from concerned Govt. Departments / Authority(ies), the bidder shall submit a security of Rs. 0.5 Crore to NHPC in the form of Demand Draft / Bank Guarantee / Insurance Surety Bond which shall be returned on successful completion of work.

15. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of applications and recommendations etc. related to issuance of NOC shall not be disclosed to applicant(s) or any other persons not officially concerned with such process until the name of the successful Applicant's has been announced. Any attempt by any applicant to influence the Employer's processing of EOI applications or decisions may result in the rejection of his application.

16. Employer's Right to accept any Application or Reject any or all Applications alongwith No Objection Certificate issued

The Employer reserves the right to accept or reject any application, and to cancel the EOI process and reject all applications, at any time prior to issue of NOC without thereby incurring any liability to the affected Applicant or Applicants. However, the Applicant(s) who wish to seek reasons for such decision of cancellation/ rejection shall be informed the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.

Expression of Interest (EOI) for Selection of Firms for issuance of No Objection Certificate (NOC) for Removal of Deposited Sediments/Silt from the Reservoir and downstream of TLD-III Power Station

17. E-procurement: Instruction for online application submission

- i. The Techno-commercial application to be submitted on-line at Central Public Procurement e-Portal <https://eprocure.gov.in/eprocure/app>. The applicants are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal.
 - ii. Applicant shall go through the EOI document carefully to understand the documents required to be submitted as part of the application. Applicant shall note the number of covers in which the EOI documents have to be submitted, the number of documents, including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the application.
18. The Employer may impose certain restrictions on the foreign companies participating in any form and their employees in view of the National Security, in the Project situated in the sensitive region and border areas. The Employer shall obtain clearance of Govt. of India regarding security implications prior to qualification of such company. Further, applicants from countries which share land border with India shall comply with Department of Expenditure, Ministry of Finance, GoI, OM No. F. No. 6/18/2019/PPD dtd. 23.07.2020 & 24.07.2020 read with its subsequent amendments.
19. Any corrigendum, subsequent amendments and / or extension of date, if any, for submission of applications shall be posted on the portal <https://eprocure.gov.in/eprocure/app>. Applicant(s) are advised to visit the portal regularly before the deadline for submission of applications.
20. In case of any difference between wordings of English and Hindi version of 'Notice Inviting EOI, English version shall prevail.

For & on behalf of NHPC Ltd.

General Manager (CC-II),
Contracts-Civil Division,
2nd Floor, Jyoti Sadan,
NHPC Office Complex,
Sector-33, Faridabad-121003 (Haryana),
Tele#+91 129-2254677
E-mail: contcivil2-co@nhpc.nic.in

SCOPE OF WORK

Expression of Interest (EOI) for Selection of Firms for issuance of No Objection Certificate (NOC) for Removal of Deposited Sediments/silt from Reservoir and downstream of TLD-III Power Station.

The broad scope of work includes, but is not limited to the following key activities:

- 1. Sediment Removal and Disposal:** This involves the comprehensive removal and appropriate disposal of various types of sediments, including silt, sand, clay, pebbles, cobbles, and boulders etc from river bed. The critical aspect of this component is the identification suitable disposal areas. The firm shall be solely responsible for obtaining all requisite permissions for disposal of extracted RBM from the concerned agencies/departments of Government of West Bengal & Central Government (as required). All statutory compliances shall be ensured by user agency/firm. Any associated fees or charges applicable for these permissions and disposal shall be entirely borne by the user agency/firm. Further, upon successful completion of the work, the restoration of the working sites to its original condition shall fall within the scope of the User agency/Firm.
- 2. Disposal Logistics and Site Management:** This entails the meticulous site identification and allocation for the positioning of all necessary equipment and machinery for the work. It also includes securing the necessary permissions for parking and movement within and along the designated work areas. Similar to sediment disposal sites, the equipment / machinery shall be removed from site by the User agency/Firm .
- 3. Accurate Measurement and Verification:** To ensure transparency and accurate quantification of work done, periodic surveys are mandatory. A standardized and validated measurement methodology shall be jointly finalized to establish the precise volume of solid sediment removed. For measurement purpose, the quantity of sediment disposed shall be informed to NHPC by the User agency/Firm through the assessment recorded by the concerned Department of Government of West Bengal.
- 4. Safety Protocols and Risk Management:** The User agency/Firm shall comply the NHPC Safety Policy and Guidelines provided in the Safety Manual available on the NHPC Website (www.nhpcindia.com). Ensuring stringent safety protocols is essential, especially when working near critical dam components and reservoir boundaries. The User agency/Firm shall ensure reservoir rim safety and stability.
- 5. The User agency/Firm shall arrange adequate number of suitable Machinery, Equipment, Manpower, Tools & Tackles like Cutter Suction Dredger (CSD), Long Boom Excavator, Hydro Suction Pumps, Pipelines, Cranes, Excavators, Dumpers etc. for the work.**

6. The User agency/Firm shall on its own establish site office/s, accommodation for manpower engaged in the work and arrange power supply and other logistics required for execution of this work.
7. Before start of the work, the User agency/Firm shall also get demarcated the area from where the sediment is to be removed/deposited from reservoir, in association with TLD-III Power Station and concerned authorities of West Bengal. The User agency/Firm shall get the demarcation works done immediately after issuance of NOC of work by NHPC ltd.
8. The User agency/Firm shall identify / develop temporary and final disposal sites for disposal of the sediment extracted from the reservoir. For this purpose, the User agency/Firm shall also obtain requisite clearances / licenses, required (if any), from the concerned authorities. During re-handling / re-disposal of the sediment if any compliances such as payment of lease/rent/acquisition cost/royalty / taxes / statutory obligations and related codal formalities arises therein, the User agency/Firm shall be fully responsible for compliance of the same and any cost/charges/fees associated with this work shall also be borne by the User agency/Firm. The User agency/Firm shall complete the arrangement of disposal sites, both temporary and permanent, within Three (03) months from issuance of NOC.
9. As per requirement, the User agency/Firm shall construct temporary bunds with suitable protection measures along the banks to ensure that the extracted solid sediment do not flow back into the reservoir.
10. The User agency/Firm shall also develop required approach roads up to the reservoir banks (if required), to access the work site for the said work. For this purpose, the User agency/Firm shall obtain all required licenses / permissions as required, from the concerned departments/authorities. The entire cost for development of approach / haulage roads shall be borne by the firm.
11. The User agency/Firm shall arrange security of the extracted sediment against theft and any other losses.
12. The User agency/Firm shall arrange topographic & bathymetric survey on quarterly basis to assess the quantum of sediment removed. The survey shall be carried out in association / presence of NHPC representatives for which nothing extra shall be paid.
13. The User agency/Firm shall obtain and submit all required clearances/licenses from concerned State/Central Government as applicable for sale of dredged material. The firm shall pay all royalty, taxes and statutory obligations as applicable.
14. The User agency/Firm shall not cause any damage to the Dam structure or any disruption to power generation.
15. The anticipated silt accumulation at proposed working area is approx., in the tune of 230-240 Lakh Cum.

16. . The stretch proposed for dredging extends over (18-20) Km approximately comprising about 12 Km upstream of Barrage Axis and 6 KM downstream of the Barrage Axis.

Annexure-2

Terms & Conditions

1. The User agency/firm shall obtain all the requisite clearances/ licenses required for the work from the mining department, revenue department, forest and environment department and all other concerned department of West Bengal /Central Government (as applicable) and shall submit the certified copies of the same before start of work to TLD-III Power Station. The firm/ user agency shall obtain requisite clearances/ licenses within Six Months from the date of issuance of NOC. Any extension of time shall only be granted for valid reasons/grounds.
2. The User agency/firm shall be solely responsible for payment of royalty/ taxes statutory obligations and related codal formalities. NHPC Limited shall not be responsible for non-payment/ non- compliance and associated penalties imposed in any way.
3. The User agency/Firm shall not damage/ harm any permanent or temporary structure/ component of TLD-III Power Station or its associated components and shall also ensure that there is no interruption in Power generation or to public movement. Further the User agency/Firm shall provide suitable protection along the river bed to avoid erosion of river banks due to de-silting/dredging operation wherever required. The User agency/Firm shall obtain demarcation of Land from concerned state government department with reference to Dam Axis before start of work. In case the firm require widening and / or modification of roads, the same shall be done by the firm at its own cost. The required approvals / permissions etc. for the same shall be obtained by the firm at its own cost, NHPC shall not entertain any claim of firm on this account.
4. The User agency/Firm shall ensure the safety and security of men and machinery deployed at the site round the clock during work as water level in the reservoir may vary increase or decrease any time (for power generation excessive discharge released, Flushing etc.) NHPC Limited shall not be responsible for the safety and security of the men and machinery deployed by the User agency/Firm on Upstream and Downstream of the power station area.
5. The User agency/Firm on intimation by TLD-III Power Station shall immediately remove its men and machinery from the site of the work.
6. The User agency/Firm shall ensure that desilting work in the dam reservoir area shall not, in any way affect the power generation and reservoir operation. The User agency/Firm shall ensure compliance of environmental safeguards as proposed in the national framework for sediment Management issued by the Ministry of Jal Shakti, Department of Water Resources, River development and Ganga Rejuvenation

(Reference S.O. 1224(E) dated 28-03-2020-S.O. 1224(E) dated 28-03-2020 and Office Memorandum dated 12-07-2023.

7. The firm shall not damage/harm any public/ NHPC Limited/State Government Road and property along the reservoir rim, if any damage occur the User agency/Firm shall restore the same on its cost.
8. The User agency/Firm shall be fully responsible for the safety of the manpower and machinery engaged in the work, in this regard the firm shall ensure all the compliance of extant safety norms & statutory provision of the law, rules, regulations, guidelines pertaining to safety of the man power and machinery. NHPC Limited shall not in what so ever manner, be liable for any litigation & or legal complications arising out of any default lapse by the firm in this regard.
9. The firm shall be responsible for strict compliance of labour laws and shall abide by all statutory rules & regulations of Government of India and Government of West Bengal.
10. The User agency/Firm shall solely responsible for any mishap or accident at work side, causing damage to life, property or machinery & shall bear all incidental cost, compensation, legal expenses thereto.
11. The User agency/Firm shall ensure the desilting of reservoir throughout the year and submit the quarterly reports on quantity desilted & bathymetric survey report to the power station regarding the quantity of desilting done (For record purpose).
12. Firm shall extract/lift desilting material only from the TLD-III Power Station's submergence area only subject to statutory approval.
13. Validity of the NOC shall be 05(five) years after obtaining the requisite licences / permissions within 03 (Three) months from the date of issuance of the NOC and extendable based on performance and mutual agreement between NHPC & User agency/Firm. However, for enabling continuity of NOC during the said period, the firm shall submit consolidated report regarding the quantum of sedimentation removed along with depth after completing every one year from the start of work, which shall be reviewed for continuity of NOC issued by NHPC Limited.
14. Removal of sediment from the site must be done within the specific hours provided by the Government of West Bengal/Concern department.
15. This NOC does not confer exclusivity to one firm with regard to area/region mentioned in NOC. Power Station. TLD-III Power Station reserves the right to issue additional No objection certificate (NOC) for desilting of material to other firms in tandem. The issued NOC to the User Agency/firm is non-transferrable.

16. The User agency/Firm shall seek necessary permission from Government of West Bengal/ NHPC for temporary access to the approach road and land near the reservoir for the dredged material including space for equipment setup, site offices and loading zones. The firm shall be restored the site to original condition after completion of work.
17. TLD-III Power Station, NHPC reserves the right to permit the movement of vehicle machinery Barrage/Dam top.
18. The Firm shall prepare and submit the Progress Report by first week of each month covering period upto the end of last calendar month containing following details:
 - (i) Status of all clearances and permissions from various Authorities applicable and obtained.
 - (ii) Quantity of sediments removed from allocated area of reservoir.
 - (iii) Copy of bathymetric survey report.
 - (iv) Charts and detailed description of progress.
 - (v) Comparison of planned and actual progress.
 - (vi) Safety statics, including details of any hazards incidents and activities relating to environmental aspects and public relations.
 - (vii) Details of equipment planned and actually deployed at site.
19. The firm shall indemnify NHPC from all costs, damages, losses caused to NHPC, if any, due to non-compliance, default or observance of the Regulations, Laws, Rules / Codes etc due to action / inaction of the executing firm of the aforesaid work.
20. For measurement purpose, the quantity of sediment disposed shall be informed to NHPC by the firm through the assessment recorded by the concerned Department of Government of West Bengal.
21. . The stretch proposed for dredging extends over (18-20) Km approximately comprising about 12 Km upstream of Barrage Axis and 6 KM downstream of the Barrage Axis. In case more than one firm participates and qualifies {Maximum 5 number firms shall be considered for issuance of NOC however it will be decided by NHPC at the time of finalization of EOI}, the stretch shall be further divided into sub-stretches. The area of work within the stretch for each firm shall be decided by NHPC.
22. Fossils, coins, articles of value, structures and other things of geological or archaeological interest discovered on the site shall be the absolute property of the NHPC. The Firm shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall immediately upon the

discovery thereof and before removal acquaint the NHPC with such discovery and carry out the NHPC's directions as to the disposal of the same.

23. TLD-III Power Station, NHPC Limited, reserves all the rights at its discretion to revoke/ suspend the NOC at any time, if required, in the interest of NHPC Limited / noncompliance with the above conditions.
24. TLD-III Power Station, NHPC shall not be responsible for any dispute or litigation whatsoever arising out of the issuance of the NOC or default of the firm in terms of NOC. TLD-III Power Station, NHPC reserves the right to revoke the issued NOC at any time by giving written notice, without assigning any reason.
25. All the cost related to work has to be borne by the firm and no cost claim of any type shall be entertained by NHPC on any account
26. Any dispute arising out of this NOC will be subject to exclusive jurisdiction of Court of District Darjeeling, West Bengal.

Information for Firms

1. Expression of Interest (EOI) for Selection of Firms for issuance of No Objection Certificate (NOC) for Removal of Deposited Sediments/silt from Reservoir and downstream of TLD-III Power Station

2. Introduction

Teesta Low Dam III Power Station (4 X 33 MW) is a run of the river scheme with small pondage to harness the hydropower potential of river Teesta. The Power station was commissioned in the year 2013.

The layout plan features and photo gallery of the Power Station are detailed below:

City: - Siliguri (West Bengal)

Location: - Distt. Darjeeling and Kampong (West Bengal)

Approach: - Nearest Rail Head - New Jalpaiguri; Nearest Air Port- Bagdogra





3. Implementation of work: - “Channelizing of river bed ahead of TRC by Removal of silt/ Dredging in the River in the downstream of Barrage at TLD-III PS, Rambi”

The significance of the Teesta Low Dam-III Hydropower Plant stems from its pivotal role in generating electricity through a run-of-the-river system. However, recent challenges have arisen, notably reflected in the TLD-III outlet's current level of EL. 192.50 m, indicative of severe siltation following on the 4th October 2023 flood. Silt deposits extending approximately 6-10 meters at downstream from the turbine outlet level have hampered the plant's operational efficiency, limiting its output, despite a capacity of 33 MW per turbine the generation at present is about 20 MW/Unit. Consequently, removal of silt from river bed/dredging operations are deemed essential to restore uninterrupted water flow and maximize electricity generation.

4. Location and Access

Teesta Low Dam Project Stage-III is located at about 7.2 KM downstream of Teesta Bridge on National Highway (NH-10), which connects the state of Sikkim with the rest of the country via Siliguri. Nearest broad gauge railway link is New Jalpaiguri, which is 50 Km from the Project site. The nearest Airport is Bagdogra, which is situated at about 56 Km from the Project site. The road from the project site to Siliguri being National Highway is an all-weather road and is in good condition.

4. Communication Facilities at Work Site:

The present mobile Nos. of NHPC office official at Rambi Bazar, P.O.Reang, Dist. Darjeeling are as under:

Mobile No. – Sh. Arun Singh, GM (M) Mobile no. 8958502006
 Sh. Ashutosh Kumar, DGM (E) Mobile no. 9800003636
 Sh. Himanshu Sekhar, GSM (C) Mobile no. 8101849158
 Sh. Bharat Kumar, DM (C) Mobile no. 9800086897

5. Permits

The Contractor shall obtain necessary permit for migrant labour from wherever required from concerned authorities. The Contractor shall make sure that all the migrant labour is deported from West Bengal after completion of the work. All the requisite returns required shall be submitted by the Contractor regularly.

The Contractor has to maintain proper Liaison with the District Authorities and shall obtain the necessary entry permit for the manpower to be deployed on the work site. The contractor shall not be allowed to construct the labour camps in the restricted area and shall not be allowed his workmen to reside overnight in the restricted area except for work duties.

6. Skilled and Unskilled Labour

Preference shall be given for engaging local people of the State for both unskilled and skilled labour / staff.

7. Licenses for Employment of Labour

Necessary License for employment of labour from statutory authorities shall be obtained by the contractor.

8. Electric Power

The Contractor shall make arrangement for the full anticipated requirement of power for work by installing Diesel Generating Sets and/or from the State Electricity Board and operate equipment, for requirements of power at no extra cost to the TLD-III , NHPC.

The contractor at his own cost, shall provide and install all necessary electrical installations like HT/LT distribution lines/cables, switch gear, wiring, fixtures, bulbs and other temporary equipments for further distribution and utilization of Energy for power and lighting and shall remove the same on completion of work. All work areas shall be suitably lighted by the contractor at his own expenses for proper execution of work. All electrical works of the contractor shall conform to the rules and regulations relating in such works in force from time to time as specified in the Indian Electricity Acts / Rules.

9. Water Supply

Main source of water supply is the Teesta River water for work. Potable water of suitable quantity would have to be arranged by the Contractor at his own cost. The Employer shall in no way be liable for the same.

10. Present Status of access roads within the Project Area.

The project area is located about 7.2 Km downstream of Teesta bridge near Teesta Bazaar village.

i) Main Permanent Access Road

The main permanent access road has been situated from NH-10 at a distance of 42 Km from Siliguri at EL±273M. The total length of this access road of 6 m carriageway is around 2.0Km up to working area.

11. Climate & Isoceraunic Conditions

Physiography

Teesta River flows in a southern direction near the barrage site in an almost straight stretch. The bed width of the river at the barrage site is about 109 m and the flow is confined to the left bank during non-monsoon months. The valley is relatively flat at the barrage site and provides space for the powerhouse on the right bank. A natural called Relli Khola joins the river, about 300m downstream of the barrage axis on the left bank. Relli Khola has a rather steep slope and carries large sized sediment. This sediment has been deposited near the confluence, and therefore the river flows mostly on the right bank near the confluence. Further downstream, the river goes through narrow and flat valleys and finally enters the flood plain near Sevoke Railway Bridge.

Climate

In the Teesta Basin, the south west monsoon normally sets in the third week of May and withdraws in the second week of October. The major portion of the catchment being hilly and the river flowing down in steep gradient, heavy rains in the upper and middle catchment has an immediate effect of rendering the plains to flash floods. The average annual rainfall over the catchment is 2218mm. The contractor shall be required to consider these conditions and accordingly plan the schedule of various activities for timely completion of the works.

The average maximum temperature is 37°C and average minimum temperature is 8°C.

FORM – 1

General Information

Bidders are requested to complete the information

1.	Name of firm	Corporate Identity No. (CIN):		
2.	Head office address	Country:		
	Principal Place of Business:			
3.	Telephone	Contact Person(s) Name Title/Position		
	Mobile No. Email:			
4.	Place of incorporation / registration			
	Date			
5.	Legal status of firm			
	Field of specialty in business			
6.	Number of present permanent employees:			
		Detail	Civil Engineers	Other Engrs.
		Nos.		
7.	Quality assurance system in head office	Certified by:		
8.	Agent or representative in INDIA	(if exists)		
	Name			
	Address			
	Telephone	Fax & Email		

9	Authorization of Person(s) signing the bid on behalf of the Bidder a) Full Name: b) Designation: c) Signing as: ☐ A sole proprietorship firm: The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor, ☐ A partnership firm: The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney, ☐ A company: The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association. ☐ A Society: The person signing the bid is the constituted attorney. <i>Documents to be submitted: Registration Certificate , Memorandum of Association, Partnership Agreement, Power of Attorney and Board Resolution</i>
10	Following documents w.r.t. legal status of the firm / company shall be furnished by the bidder: I. In case of Sole Proprietorship Concern: i) The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details. ii) A deed of declaration by the Proprietor, that no other individual or company has any share in the concern. II. In case of Partnership Firm: i) Certified photocopy of the Partnership Deed, with upto date amendments. ii) Registration certificate issued by the Registrar of Companies concerned. iii) In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable. III. In case of Private Limited Companies: i) Certified to be true and upto date amended copy of Memorandum and Articles of Association of the Company. ii) Certificate of incorporation of the Company.

IV. In case of Public Limited Companies and Statutory Corporations:

- i) Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.
- ii) Certificate of Incorporation of the company - In case of public limited Co. only.
- iii)** Certificate of Commencement of Business - In case of public limited Co. only.

Date

Signature

FORM-2

Letter of EOI Application Form

To

The-----,

NHPC Ltd.,

-----,

1. We have read and examined the following Expression of Interest Documents relating to “-----
-----”:

- i. Expression of Interest (EOI)
- ii. Information for Firms
- iii. Form of Declaration and Qualification information
- iv. Terms & Conditions
- v. Other Forms
- vi. Safety Manual
- vii. Drawings.
- viii. Amendments issued in pursuance to Clause No. of EOI.
- ix. Other documents attached with EOI

2. We hereby submit Expression of Interest (EOI) for “Selection of Firms for issuance of No Objection Certificate (NOC) for Removal of Deposited Sediments /Silt from Reservoir and downstream of TLD-III Power Station” referred to in the documents mentioned in paragraph one above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and within the period(s) of completion as given in EOI document and subject to such terms and conditions as stipulated in the EOI Document.
3. We agree to keep this Expression of Interest (EOI) open for acceptance for 120 days from the last date of online submission thereof and also agree not to make any modifications in its terms and conditions on our own accord.
4. Should this application be accepted, we agree to abide by and fulfil all the terms and conditions and provisions of the above mentioned Expression of Interest (EOI) documents.

We certify that the Expression of Interest (EOI) Application submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in Expression of Interest (EOI) Documents, referred to in paragraph-1 above, and it does not contain any deviations to the

aforesaid documents. It is further certified that information furnished in the Expression of Interest (EOI) Application submitted by us is correct to the best of our knowledge and belief.

5. We hereby also declare that the firm/ Company participating in this Expression of Interest (EOI) has not been declared ineligible at the time of submitting the bid under Para-6 of Guidelines on Banning of Business Dealings, declaration in this regard is placed at Form-5 .
6. We also certify that the applicant firm is a(Class-I / Class-II / non-local supplier) supplier under Make in India Order-2017 or as amended from time to time, Undertaking in this regard is enclosed in Form-11.
7. We also certify that the applicant is not ineligible under the reasons mentioned at Para 2.2 & 2.3 of EOI.

(Signature of person duly authorised to sign the Expression of Interest (EOI) Application on behalf of the Applicant along with seal of firm / company)

Name _____
Signature _____
Date: _____

Designation _____
Name of Company _____

Witness:
Name &
Address: _____

Signature _____

Date: _____

FORM-3

Technical and Financial Qualification

Sl. No.	Parameters for Evaluation	Weightage	Documents Required to be submitted by Applicants
A	B	C	D
1	Technical Parameters (Technical Experience) :		
1(i)	Maximum value of completed / ongoing similar work executed by the bidder as Sole Contractor or Partner of a JV or Sub Contractor approved by the Employer during last twenty (20) years ending on last day of month previous to one in which bid is invited. Similar work means dredging work in River or Reservoirs or Lake or Port / Harbor or Sea or Canal or large Nallah(s) of Natural / Man-made.	15	 Bidder(s) shall submit the copy of Letter of Award (LOA) alongwith completion certificate of completed / ongoing works having highest value(s) during the specified period.
1(ii)	Maximum number of completed / ongoing similar work having value more than INR- 09 Crore executed by the bidder as Sole Contractor or Partner of a JV or Sub Contractor approved by the Employer during last twenty (20) years ending on last day of month previous to one in which bid is invited.	15	 Bidder(s) shall submit the copy of Letter of Award (LOA) alongwith completion certificates of completed / ongoing

	Similar work means dredging work in River or Reservoirs or Lake or Port / Harbor or Sea or Canal or large Nallah(s) of Natural / Man-made.		works during specified period. The Works should be more than INR-09 Crore in amount.
2	Financial Parameters:		
2(i)	Turnover: Average annual turnover during immediate preceding two (2) consecutive financial years excluding GST. Minimum Average Annual Turnover shall be INR- 15 Crs Applicants having Average Annual Turnover less than INR - 15 Crs shall not be considered for evaluation.	15	Average Annual Turnover in FY: 2024-25 = Crs 2023-24 = Crs (Bidder shall submit the Certificate from Statutory Auditor / CA. Equivalent certificate as per the governing law of respective country in case of foreign company alongwith copy of respective statutory provision.)

2(ii)	Net worth: Net Worth in last 03 financial years. The bidder should have positive net worth in at least 02 financial years out of last 03 financial years, with the condition of positive net worth in immediate preceding financial year. ‘Net Worth’ means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. For assessment, relevant pages of Annual Report containing Net Worth figure duly certified by Authorized representative of Bidders, otherwise, figure duly authenticated by the Statutory Auditors should be submitted.	15	Net worth in FY: 2024-25 = Crs 2023-24 = Crs 2022-23 = Crs (Bidder shall submit the Certificate from Statutory Auditor / CA. Equivalent certificate as per the governing law of respective country in case of foreign company alongwith copy of respective statutory provision.)
2(iii)	Working Capital: The working capital (current assets minus current liabilities) as on March-2025.	15	

	Working capital shall be at least INR 5.00 Crs. Applicants having working capital less than INR 5.00 Crs shall not be considered for evaluation. The Working Capital shall be specified in INR. For this purpose current assets and current liabilities will be considered as classified in the audited balance sheet / equivalent financial statements including profit and loss statement of the immediately preceding financial year.		(Bidder shall submit the working capital certified by their Statutory Auditor / CA. Equivalent certificate as per the governing law of respective country in case of foreign company alongwith copy of respective statutory provision.)
2(iv)	Premium: The applicant shall be required to quote the Annual premium (including all taxes) against the NOC issued by NHPC for removal of sediments/ silt from the Reservoir of TLD-III Power Station. The applicant shall pay the Premium for 1st Year at the time of issue of NOC & subsequently on annual basis on each anniversary day.	25	-----
	Total	100	

Note: Any addition technical / financial credential(s) / certificate(s) submitted / claimed after the online submission of EOI shall not be considered for evaluation.

FORM – 4

FORM OF DECLARATION

M/s----- (name of Applicant) having its registered office at ----- (hereinafter referred to as 'the Applicant') having carefully studied all the EOI documents, specifications, drawings, etc. pertaining to the Work for "----- (name of the Work)", the local and site conditions and having undertaken to execute the said works.

It is declared without any reservation whatsoever that:

- 1) the submitted EOI application is without any deviations and are strictly in conformity with the documents issued by the Employer,
- 2) in case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by us,
- 3) we are familiar with all the requirements of the EOI conditions and has not been influenced by any statement or promise of any person of the Employer,
- 4) we are experienced and competent Applicant to perform the work to the satisfaction of Employer and are familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnels employed therein,
- 5) we hereby authorize the Employer to seek reference from our bankers for its financial position and undertake to abide by all labour welfare legislations, and
- 6) Deleted.

The above statement submitted by us is true and correct to our best knowledge.

For and on behalf of the Applicant

Dated:

FORM – 5 (i)

FORM OF DECLARATION OF INELIGIBILITY UNDERTAKING

(To be submitted by Applicant)

I/ We, M/s(Name of Applicant) hereby certify that I/we are not under the declaration of ineligibility for banning / delisting / blacklisting / debarment from business on the grounds mentioned in para 6 of Guidelines on banning of Business dealings available on NHPC website “www.nhpcindia.com” at the time of submitting the Application and shall intimate immediately of any such banning / delisting / blacklisting / debarring after submission of Application till issuance of NOC.

(Seal & Signature of the Applicant)

FORM – 5 (ii)

FORM OF DECLARATION OF INELIGIBILITY UNDERTAKING

(To be submitted by Applicant)

I/ We, M/s (Name of Applicant) hereby certify that none of our contract(s) have been terminated in past due to unsatisfactory performance by employer i.e. NHPC Limited.

It is also declared that we shall intimate immediately of any such banning / delisting / blacklisting / debarring after submission of EOI application till issuance of NOC.

(Seal & Signature of the Applicant)

Form-6

Undertaking regarding near relative to any official of the Employer

(To be submitted on letter head)

I / We (Name of Applicant) confirms that following persons are near relatives to the officials of the Employer working with our firm / company:

Sr. No.	Name and Designation of Employee of Applicant	Name and designation of near relative working with Employer	Relation
1			
2			
3			

(Authorised Representative of Applicant)

Name

Designation

Form-7

(to be submitted by Applicant)

DECLARATION REGARDING INSOLVENCY PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE 2016

Subject: In respect of Expression of Interest (EOI) for (name of work).

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against (name of the applicant) under the IBC 2016”.

Further, it is declared that after submitting the EOI application till the time of issue of NOC , (name of the applicant) shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against (Name of the applicant) and any suppression of such fact shall render the (name of the applicant) liable for rejection of our application and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings.

We also confirm that in case of issuance of NOC, we shall immediately inform the NHPC regarding admission of any application for corporate insolvency resolution process against us by the Adjudicating Authority under the IBC 2016.

(To be submitted on letter head duly signed by the authorized representative of the Applicant)

.....
.....
.....
.....
.....
.....

Form-8

(To be submitted by the applicant on the Company's Letter head duly signed by the authorised signatory)

(Format for declaration of Local Content in accordance with Public Procurement (Preference to Make in India) Order 2017 as amended from time to time)

We, M/s _____ (name of Applicant) having registered office at _____ (Address of the Company) confirm that, we have examined the provisions of **“Public Procurement (Preference to Make In India) Order-2017** circulated by the Government of India, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade (DPIIT), vide order no. P-45021/2/2017-PP(BE-II) dated 04.06.2020, Order No. P-45021/2/2017-PP (BE-II) Part (4) Vol. II dated 19-07-2024, MoP order No. 11/05/2018-Coord. dated 28.07.2020, MoP order no. 11/05/2018-Coord dated 17.09.2020 and MoP order no. A-1/2021-FSC dated 10-09-2025 read with all their subsequent amendments thereof related to “Local content”, “Class-I local supplier”, “Class-II local supplier” & “Local content percentage” and other provision mentioned therein. We confirm that Applicant M/s..... comply and will comply with all the provisions of **“Public Procurement (Preference to Make in India) Order-2017.**

Further, we also acknowledge that in case, it has been found that the declaration against local content percentage given by us is false then action can be initiated against us as per Govt. Guidelines under Make in India issued from time to time.

Name of the bidder	Country of origin	(% of local content to be mentioned by bidder, minimum local content should not be less than 60% in terms of MoP order dated 10-09-2025)

Further, we declare that cyber security/safety of the equipment/ process to be supplied / services to be rendered as safe to connect.

Note:

1. The responsibility of e-waste and its recycling/disposal shall be the responsibility of the registered e-waste handlers/Manufacturers/Suppliers. The list of registered e-waste handlers/Manufacturers/Suppliers for the corresponding items is to be given by the

contractor.

2. All the items/components shall be supplied in compliance to cyber security policies/guidelines 2021 issued by CEA and any amendments thereof. The applicable security standards already specified in the contract.
3. Further, all bidders shall keep on visiting websites of department for promotion of Industry and Internet Trade (DPIIT), Ministry of Commerce & Industry i.e. <https://dpiit.gov.in> alongwith website of Ministry of Power, Govt. of India to get updated/latest information regarding public procurement (Preference to Make in India) Order 2017.

()

Signature of Authorised Signatory of Company

Note:

The Class-I local supplier/Class-II Local supplier' shall be required to provide a certificate from the statutory auditors or cost auditors 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.

Form-9

Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 regarding procurement from bidders from a country or countries sharing Land Border with India.

I/We (name of applicant) have read the clause no. of EOI regarding restrictions on procurement from an applicant of a country which shares a land border with India; I hereby certify that this applicant is not from such a country and is eligible to be considered.

I/we (name of applicant) have read the clause regarding restrictions on procurement from an applicant of a country which shares a land border with India; I certify that this applicant is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this applicant 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.]

I/we (name of applicant) have read the clause regarding restrictions on procurement from an applicant of a country which shares a land border with India and on sub-contracting to contractors from such countries; I/we certify that this applicant 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 applicant 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.]

Evidence of valid registration by the Competent Authority is hereby attached.
(Strikeout whichever is not applicable)

Duly authorized to sign bid for and on behalf of

.....
.....

[name & address of applicant and seal of company]

Form-10
Site Inspection & Visit Report

To,

The EOI Inviting Authority

NHPC Ltd, Contracts Civil Division

Corporate Office Faridabad, Haryana

Subject: Site Inspection Report for “.....”

Dear Sir,

I / We,, Authorised Representative(s) of M/s (name and address of firm / company) have visited the site on for the “..... (name of work)” and have inspected all the required areas, gone through the site and local conditions, availability of required resources, input materials / equipment etc. and satisfied ourselves in all respect in terms of Clause of EOI no..... issued for the subject work.

Signature:

Name:

Designation:

Seal of the Applicant Firm / Company:

Name, Signature & Stamp of NHPC Representative at Site

FORM-11(i)

BANK GUARANTEE FORMAT FOR SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No.....

Date.....

To,

[NHPC Ltd Name & Address]

Dear Sirs,

In consideration of the ... NHPC Ltd (name & address) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s*[Applicant's Name]*..... with its Registered/Head Office at (hereinafter referred to as the 'Applicant', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an No Objection Certificate (NOC) No..... dated..... and the same having been acknowledged by the applicant, for*[Name of the work]* and the applicant having agreed to provide a security for the faithful performance of the entire work to the NHPC Ltd.

We*[Name & Address of the Bank]*.....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the NHPC Ltd , on demand any and all monies payable by the applicant to the extent of(*)..... as aforesaid at any time upto(@)..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the applicant. Any such demand made by the NHPC Ltd on the Bank shall be conclusive and binding notwithstanding any difference between the NHPC Ltd and the Applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the NHPC Ltd discharges this guarantee or till(+)..... *[days/month/year]* whichever is earlier.

The NHPC Ltd shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The NHPC Ltd shall have the fullest liberty, without affecting this guarantee, to postpone

from time to time the exercise of any powers vested in them or of any right which they might have against the NOC holder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the NOC between the NHPC Ltd and the Applicant or any other course or remedy or security available to the NHPC Ltd . The Bank shall not be released of its obligations under these presents by any exercise by the NHPC Ltd of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NHPC Ltd or any other indulgence shown by the NHPC Ltd or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s(name of applicant) and also agrees that the NHPC Ltd at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the applicant and notwithstanding any security or other guarantee the Employer may have in relation to the applicant's liabilities.

- i) Our liability under this Bank Guarantee shall not exceed _____(*)_____.
- ii) This Bank Guarantee shall be valid upto _____(+)_____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if NHPC Ltd serves upon Bank a written claim or demand on or before (@)_____

Dated thisday of20_.....at.....

WITNESS

..... (Signature).....

(Signature)

.....
 (Name) (Name).....

.....
 (Official Address) (Designation with Bank Stamp)/with staff
 Authority no.

Complete Address of the Bank with Tele-Fax

Notes: 1. (*) This sum shall be denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the of Defects liability Period .

(+) This date will be the last date of Defects Liability Period.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

2. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.
3. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/ fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

FORM-12(ii)

FORMAT OF INSURANCE SURETY BOND FOR SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

[NHPC Ltd *Name & Address*]

Dear Sirs,

In consideration of the ... NHPC Ltd *Name & address* which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[*applicant Name*]..... with its Registered/Head Office at (hereinafter referred to as the ‘appliant’, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), an No Objection Certificate (NOC) No..... dated..... and the same having been acknowledged by the applicant , for[*Name of the work*] and the applicant having agreed to provide a security for the faithful performance of the entire work equivalent to(*).....to the NHPC Ltd.

We[*Name & Address of the Insurance Company*].....having its Head Office at.....(hereinafter referred to as the ‘Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the NHPC Ltd, on demand any and all monies payable by the applicant to the extent of(*)..... at any time upto(@)..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the applicant. Any such demand made by the NHPC Ltd on the Insurance Company shall be conclusive and binding notwithstanding any difference between the NHPC Ltd and the applicant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the NHPC Ltd and further agrees that the guarantees herein contained shall continue to be enforceable till the NHPC Ltd discharges this guarantee or till(+). [*days/month/year*] whichever is earlier.

The NHPC Ltd shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the work by the applicant. The NHPC Ltd shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the applicant, and to exercise the same at any time in any manner, and either to enforce or to

forbear to enforce any covenants, contained or implied, in the NOC between the NHPC Ltd and the applicant or any other course or remedy or security available to the NHPC Ltd. The Insurance Company shall not be released of its obligations under these presents by any exercise by the NHPC Ltd of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NHPC Ltd or any other indulgence shown by the NHPC Ltd or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company)as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the NHPC Ltd at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the NHPC Ltd may have in relation to the applicant's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed _____(*)_____.
- iii) This Insurance Surety Bond shall be valid upto _____(+)_____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if NHPC Ltd serves upon Surety a written claim or demand on or before (@)_____

Dated thisday of20_.....at.....

WITNESS

..... (Signature).....

(Signature)

..... (Name) (Name).....

..... (Official Address) (Designation with Stamp of Insurance Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes: 1. (*) This sum shall be denominated in the Indian currency.

((@) This date will be Ninety (90) days beyond the Defects liability period.

(+) This date will be the last date of of Defects Liability Period.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

4. Insurance Surety Bond is required to be submitted directly to the NHPC Ltd by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
5. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

Form-13

Checklist for Applicants

(To be submitted as part of Technical bid on Company's Letter-head)

Applicant's Name _____

[Address and Contact Details]

Applicant's Reference No. _____

Date.....

EOI Reference No. -----Tender ID.-----; EOI Title:

Note: This check-list is merely to help the applicants to prepare their application, it does not over-ride or modify the requirement of theEOI. Applicants must do their own due diligence whiling submitting the application.

Sr. No.	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1 : General Information	
2.	Form 2 : Letter of Tender Form	
3.	Form 3 : Technical and Financial Qualification	
4	Form-4 : Form of Declaration	
5	Form-5 : Declaration of Ineligibility	
6	Form-6: Undertaking regarding near relative to official of the Employer	
7	Form-7 : Certificate of Insolvency	
8	Form-8: Certificate of Local Content under Make in India policy from statutory auditors/ cost auditor of company.	
9	Form-9: Declaration regarding Compliance of restrictions under Rule 144(xi) of GFR-2017 regarding procurement from bidders from a country or countries sharing Land Border with India.	
10	Form-10, Site Inspection Report	
11	Form-11: Performance Security	
12	Any other document, if stipulated in EOI; or if considered relevant by the Applicant.	
13	Form 13: This Checklist	

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[Name & address of applicant and seal of company]

No. P-45021/2/2017-PP (BE-II)-Part(4)/Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vanijya Bhawan, New Delhi
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
'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.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'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 this Order.

'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 this Order.

'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 this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'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.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

(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' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and 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:

- 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.
 - 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 on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and 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:
- 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.
 - 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.
 - 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.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least

50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- 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.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 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 at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from 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 upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. 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.
- h. 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, in the manner prescribed under paragraph 9

i below.

- i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. 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.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint Secretary (Public Procurement), Department of Expenditure—Member Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashpdpiit@gov.in



No. A-1/2021-FSC
Government of India
Ministry of Power

Shram Shakti Bhawan, Rafi Marg,
New Delhi, dated 10.09.2025

To,

1. The CMDs of all CPSEs
2. Chairperson, BBMB/DVC
3. DG, CPRI/NPTI/BEE
4. MD, NHDC
5. CEO, EESL

**Subject: Circulation of revised Public Procurement (Preference to Make in India),
Order issued by DPIIT on 19.07.2024**

Sir,

The Ministry of Power, in supersession of its all-previous orders No. 11/05/2018-Coord dated 20th Dec, 2018, 28th Dec, 2018, 17th March, 2020 & 4th April, 2020, had issued its revised Public Procurement (Preference to Make in India), Order No. A-1/2021-FSC-Part (5) dated 16th Nov, 2021. Subsequent modifications of the aforesaid Order were issued on 3rd July, 2023, 20th Feb 2024, 23rd April, 2024, 20th June, 2024 & 30th Dec, 2024. (Copy enclosed).

2. A copy of revised Public Procurement (Preference to Make in India), Order issued by DPIIT on 19.07.2024 is hereby circulated to all Divisions of MoP and procuring entities under administrative control of MoP, for information and compliance of the provisions of the said Order.

3. This issues with the approval of the competent authority.

Encl: As above

Yours faithfully


(Subhash Chand/सुभाषचंद)

Under Secretary to the Government of India,
अवरसचिव, भारतसरकार
Ph./ फ़ोन 23356938
Email: s.chand72@gov.in

Copy to:

All JSs/ EA/ CE, MoP

Copy also for information to:

All Dirs/ All DSs/ All USs, MoP

No. A-1/2021-FSC-Part(5)
Government of India
Ministry of Power

Shram Shakti Bhawan, New Delhi
Dated: 16th November, 2021

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Reference: Department for Promotion of Industry and Internal Trade (DPIT) Notification No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIT) issued Public Procurement (Preference to Make in India), Order 2017, for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Subsequently, DPIT vide order No. P-45021/2/2017-PP (BE-II) dated 4th June, 2020 and further vide order dated 16th September, 2020 have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sectors vide Order No. 11/05/2018-Coord dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued in supersession of all previous orders to indicate equipment/material/components for which there was sufficient local capacity and competition and also to indicate conditions for including suitably in the tenders to be issued by the procurers. In furtherance of Para 19 of the DPIT Notification No. P-45021/2/2017-PP(BE-II) dated 04.06.2020, Ministry of Power (MoP) issued a revised comprehensive Order dated 28.07.2020 (Annexure-I amended by order dated 17.09.2020).

3. DPIT Notification No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 has further revised its order dated 04.06.2020. Therefore, in supersession of all the aforementioned orders including order No.10/1/2019-St.Th. (Part-II) dated 20.03.2020 issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference (iii) exemption to small purchases and (iv) margin of purchase preference shall be the same as in DPIT order dated 16.09.2020, referred to above and extracts of the same is given at **Appendix**.

- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I**, only "Class-I local supplier" shall be eligible to bid irrespective of purchase value. "Class-I local supplier" is a supplier or service provider whose goods, services or works offered for procurement meets the Minimum Local Content (MLC) as prescribed in Annexure-I of this order. "Class-II local supplier" means a



supplier, as defined by DPIIT in its Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020.

- iii. In the procurement of all goods and services or works other than those listed in Annexure-I, only "Class-I local supplier" and "Class-II local supplier" as defined in the order of this Ministry herewith shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, "Non-local suppliers" shall also be eligible to bid along with "Class-I local suppliers" and "Class-II local suppliers". In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs. 200 crores, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry(GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure.

- iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per Annexure-I, will be reviewed at regular intervals with a view to increase number of items in this list and also to increase the MLC for each item, wherever it is less than 100%.

5. Purchase preference shall be given to local suppliers in accordance with para 3A of DPIIT Order dated 16.09.2020, and extracts of the same are given at Appendix.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

Member (Planning), Electricity Authority (CEA)	Central	Chairperson
Chief Engineer (PSETD), CEA		Member
Chief Engineer (HEID), CEA		Member
Chief Engineer (TETD), CEA		Member
Chief Engineer (DP&R), CEA		Member
As may be co-opted by CEA		External Expert
Chief Engineer (R&D), CEA		Convener

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MoP. The composition of the Committee is given below:

Chairperson, CEA	Chairperson
Member (Hydro), CEA	Member



Member (Power System), CEA	Member
Member (Thermal), CEA	Convener

8. The complaint fee of Rs. 2 Lakhs or 1% of the value of the local item being procured (subject to maximum of Rs. 5 Lakhs), whichever is higher, shall be paid in the form of Demand Draft, drawn in favour of **PAO, CEA, New Delhi**. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, the deposited fee of the complainant would be refunded without any interest.
9. All other conditions, not stipulated in this order, shall be as laid down in the DPIT's order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.
10. This order shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. The aforesaid orders shall also be applicable in respect of projects wherein funding of goods, services or works is by Power Finance Corporation (PFC) /Rural Electrification Corporation (REC) and any Financial Institution in which Government of India/ State Government share exists. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also. Procuring entities as defined in the DPIT's Order dated 16.09.2020 are advised to revise their tender documents to fully comply with the said DPIT's Order and the subsequent Orders that would be issued in this regard by DPIT/ this Ministry from time to time.
11. All tenders for procurement by Central Government Agencies or the States and Local Bodies, as the case may be, have to be certified for compliance of the Public Procurement (Preference to Make in India) 'PPP-MII' Order by the concerned procurement officer of the Government Organization before uploading the same on the portal.
12. Exemption from meeting the stipulated local content is allowed as per clause 13 and 13A of PPP-MII Order dated 16.09.2020, if the manufacturer declares that the item is manufactured in India under a License from a foreign Manufacturer who holds Intellectual Property Rights (IPRs) and there is Transfer of Technology (ToT) with phasing to increase Minimum Local Content. For such items, if any CPSE under the administration of Ministry of Power requests exemption for any item, it shall be considered by Ministry of Power, on case to case basis.
13. In order to further encourage Make in India initiatives and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-II** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.
14. The procurers may specify the higher values of MLC than those specified in this Order in respect of goods, services or works covered in their tenders and award the weightage to the product of higher MLC for which they have to specify the criteria beforehand in their tender. The values given in Annexure-I are the minimum prescribed values for becoming a class-I local supplier for the products indicated therein.

15. This issues with the approval of Hon'ble Minister for Power and New & Renewable Energy.

(S. Majumdar)

Under Secretary to the Government of India
Tele No. 011- 23356938

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convenor of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power

APPENDIX

Extracts of important provisions contained in DPIT Order No. P-450212/2017-PP (BE-II) dated 16-09-2020

1. **Definitions (Para 2 of DPIT order):**
 - '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 or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.
 - '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 this Order.
 - '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 this Order.
 - 'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
 - 'Margin of purchase preference'** means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
 - 'Nodal Ministry'** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
 - '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.
 - 'Works'** means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.
2. **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement (Para 3 of DPIT order)**
 - (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - (b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by 3(a) above, and with estimated value of purchases less than Rs 200 crores, in accordance with Rule 161(iv) of GFR, 2017 Global tender enquiry shall not

be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3. Purchase Preference (Para 3A of DPIT order)

(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' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) of DPIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and 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:

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.

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 on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) of DPIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and 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:

iii. 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.

iv. 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.

v. 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.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Applicability in tenders where contract is to be awarded to multiple bidders** (*Para 3B of DP/IT order*)-
In tenders where contract is to be awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:-
a) In case there is sufficient local capacity and competition for the items to be procured, as notified by the Nodal Ministry, only 'Class-I local supplier' shall be eligible to bid. As such, the multiple supplier who would be awarded the contract, should be all and only 'Class-I local suppliers'.
b) In other cases, 'Class-II local suppliers' and 'Non-Local suppliers' may also participate in the bidding process along with 'Class-I local supplier' as per provisions of this order.
c) If 'Class-I local supplier' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I local supplier' do not qualify for award of the contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local supplier'/'Non-local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality or considered for award of contract for at least 50% of the tendered quantity.
d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference subject to its meeting the prescribed criteria for award of contract as also the constraints of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier' falling within 20% margin of purchase preference, and so on.
e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulate in sub-para above.
5. **Exemption of small purchases** (*Para 4 in DP/IT order*): Procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
6. **Minimum Local Content** (*Para 5 in DP/IT order*): The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the item 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.

7. **Vide DPIT OM No. P-45021/102/2019-BE-II**Part(1) (E-50310) dated 4.03.2021 services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
8. **Margin of Purchase Preference (Para 6 of DPIT order):** The margin of purchase preference shall be 20%.
9. **Specifications in Tenders and other procurement solicitations (Para 10 of DPIT order):**
- Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause:**
- When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - 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 the items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.
 - The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchase on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.
 - State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIT as amended from time to time.
- e. Specifying foreign certification/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local

suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/ or for any other reason, the same shall be done only after written approval of Secretary of Department concerned or any other authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of PSEs/PSUs, for the next 5 years on their respective website."

Annexure-II

General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian Rupees (INR) (in respect of local content only).
4. Indian subsidiaries of foreign bidders shall have to meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/ procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. 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 more than _____ years (to be specified by the procurer).
10. The technologies/ products offered shall be environmental friendly, consuming less energy, safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. 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.
13. Minimum Local Content requirement for goods, services or works shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).

14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
16. 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.
17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.
18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.
19. Formation of new joint venture in India shall be permitted only with the Indian companies.
20. Tendering by the agent shall not be accepted.
21. In case local testing is not considered necessary by the procurer, the original test report in the language prescribed by the procurer may be accepted. The translated test report shall not be accepted unless it is notarised.
22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.
23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.
24. Wherever required by the procurer, foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.
25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.

No. A-1/2021-FSC-Part(5)
Government of India
Ministry of Power

Shram Shakti Bhawan, New Delhi
Dated: 3rd July, 2023

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector- Revision-regarding.

Reference: Ministry of Power (MoP) Order No. A-1/2021-FSC-Part(5) dated 16.11.2021.

In partial modification of Ministry of Power's Order No. A-1/2021-FSC-Part(5) dated 16.11.2021, it has been decided to order the following amendment in the said Order (Annexure-I referred to in sub-para (ii) of para 3), with immediate effect, as under:-

Sr. No. of Annexure-I	MoP PPP-MII Order dated 16.11.2021	Amended
43	Energy Meters excluding smart meters- 50 (MLC)	Energy Meters including Smart Meters- 50 (MLC)

2. All other provisions of the said Order remain unchanged.
3. This issues with the approval of Hon'ble Minister for Power and NRE.


(Anoop Singh Bisht)

Deputy Secretary to the Government of India

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convenor of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NLC with a request to publish the Order on the website of Ministry of Power

F. No. 14/11/2021-UR&SI-II-(E-261022)

Government of India

Ministry of Power

Shram Shakti Bhawan, Rafi Marg
New Delhi, Dated: 20th February, 2024

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector – Trajectory of Minimum Local Content in Smart Meters – regarding.

References:

1. Ministry of Power (MoP) Order No.A-1/2021-FSC-Part(5) dated 03.07.2023
2. Ministry of Power (MoP) Order No.A-1/2021-FSC-Part(5) dated 16.11.2021

In continuation to Ministry of Power's Order No. A-1/2021-FSC-Part(5) dated 03.07.2023, it has been decided to revise the Minimum Local Content (MLC) in **Energy Meters including Smart Meters** (Sl. No. 43 of Annexure-I) as under:

Time Period	Minimum Local Content (%)
From 1 st June 2024	60%
From 1 st June 2025	70%

2. All other provisions of the said order remains unchanged.
3. This issues with the approval of Hon'ble Minister of Power & NRE.


(Jamiruddin Ansari)
Deputy Secretary to the Govt. of India
Tel: 011-23352913

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017.
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017.
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/BBMB/ EESL, DGs of BEE/CPRI/NPTI

11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power.

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power.



No. A-1/2021-FSC-Part(5)
Government of India
Ministry of Power

Shram Shakti Bhawan, Rafi Marg,
New Delhi, dated 23.04.2024

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector- Revision- regarding.

Reference: Ministry of Power (MoP) Order No. A-1/2021-FSC-Part(5) dated 16.11.2021 (Annexure-I revised vide Order No. A-1/2021-FSC-Part(5) dated 03.07.2023).

In partial modification of Ministry of Power's Order No. A-1/2021-FSC-Part(5) dated 16.11.2021 (Annexure-I revised vide Order dated 03.07.2023), it has been decided to amend the Order (Annexure-I referred to in sub-para (ii) of para 3) by including the item: XLPE Cables (above 220 kV and upto 400 kV) with 50% MLC, at Serial No. 21.A, with immediate effect, as under:-

Sr. No. of Annexure-I	Item	MLC
21.A	XLPE Cables (above 220 kV and upto 400 kV)	50%

2. All other provisions of the said Order remain unchanged.
3. This issues with the approval of Hon'ble Minister for Power and NRE.


(Anoop Singh Bisht)

Deputy Secretary to the Government of India

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017

7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convenor of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power



(Anoop Singh Bisht)
Deputy Secretary to the Government of India

Annexure-I

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
(A) Common items for Transmission, Distribution and Generation Sector		
1	Power Transformers (up to 765 kV, including Generator transformers)	60
2	Instrument Transformer (up to 765 kV)	60
3	Transformer Oil Dry Out System (TODOS)	60
4	Reactors up to 765 kV	60
5	Oil Impregnated Bushing (up to 400 kV)	60
6	Resin Insulated Paper (RIP) bushings (up to 145 kV)	50
7	Circuit Breakers (up to 765 kV AC - Alternating Current)	60
8	Disconnectors/Isolators (up to 765 kV AC)	60
9	Wave trap (up to 765 kV AC)	60
10	Oil Filled Distribution Transformers up to & Including 33 kV [Cold Rolled Grain Oriented (CRGO)/Amorphous, Aluminium/Copper wound]	60
11	Dry Type Distribution Transformer upto and including 33 kV (CRGO/Amorphous, Aluminium/Copper wound)	60
12	Conventional Conductor	60
13	Accessories for Conventional conductors	60
14	High Temperature/High Temperature Low Sag (HTLS) conductors (such as Composite core, GAP, ACSS, INVAR, AL59) and Accessories	60
15	Optical ground wire (OPGW) – all designs	60
16	Fiber Optic Terminal Equipment (FOTE) for OPGW	50
17	OPGW related Hardware and Accessories	60
18	Remote Terminal Unit (RTU)	50
19	Power Cables and accessories up to 33 kV	60
20	Control cables including accessories	60
21	XLPE Cables up to 220 kV	60
21.A	XLPE Cables (above 220 kV and upto 400 kV)	50
22	Substation Structures	60
23	Transmission Line Towers	60
24	Porcelain (Disc/Long Rod) Insulators	60
25	Bus Post Insulators (Porcelain)	60
26	Porcelain Disc Insulators with Room Temperature Vulcanisation (RTV) coating	50
27	Porcelain Longrod Insulators with Room Temperature Vulcanisation (RTV) coating	50
28	Hardware Fittings for Porcelain Insulators	60
29	Composite/Polymeric Long Rod Insulators	60
30	Hardware Fittings for Polymer Insulators	60
31	Bird Flight Diverter (BFD)	60
32	Power Line Carrier Communication (PLCC) System (up to 800 kV)	60
33	Gas Insulated Switchgear (up to 400 kV AC)	60
34	Gas Insulated Switchgear (above 400 kV AC)	50
35	Surge/Lightning Arrester (up to 765 kV AC)	60
36	Power Capacitors	60
37	Packaged Sub-station (6.6 kV to 33 kV)	60
38	Ring Main Unit (RMU) (up to 33 kV)	60
39	Medium Voltage (MV) GIS Panels (up to 33 kV)	60
40	Automation and Control System/Supervisory Control and data Acquisition (SCADA) System in Power System	50

41	Control and Relay Panel (including Digital/Numerical Relays)	50
42	Electrical Motors 0.37 kW to 1 MW	60
43	Energy Meters including Smart Meters	50
44	Control & power cables and Accessories (up to 1.1 kV)	60
45	Diesel Generating (DG) set	60
46	DC system (DC Battery & Battery Charger)	60
47	AC & DC Distribution Board	60
48	Indoor Air Insulated Switchgear (AIS) upto 33 kV	60
49	Poles (PCC, PSCC, Rolled Steel Joist, Rail Pole, Spun, Steel Tubular)	60
50	Material for Grounding/earthing system	60
51	Illumination system	60
52	Overhead Fault Sensing Indicator (FSI)	50
53	Power Quality Meters	50
54	Auxilliary Relays	50
55	Load Break Switch	50
(B) Hydro Sector		
56	Hydro Turbine & Associated equipment	
	a) Francis Turbine	60
	b) Kaplan Turbine	60
	c) Pelton Turbine	50
57	Main Inlet Valve & Associated Equipment	60
58	Penstock Protection Valve and Associated Equipment	60
59	Governing system & Accessories	60
60	Generator for Hydro Project & Associated Equipment	60
61	Static Excitation System	60
62	Workshop Equipment	60
63	Cooling Water System	60
64	Compressed Air System	60
65	Drainage/Dewatering System	60
66	Fire Protection System	60
67	Heating, Ventilation & Air Conditioning System (HVAC)	60
68	Oil Handling System	60
69	Mechanical Balance of Plant (BOP) Items	60
(C) Thermal Sector		
Boiler Auxiliaries		
70	Air Pre-Heater	60
71	Steam Coil Air Pre Heater (SCAPH)	60
72	Steam soot blowers [wall blowers & Long Retractable Soot Blower (LRSB)]	60
73	Auxiliary Steam Pressure Reducing & Desuperheating (PRDS)	60
74	Fuel oil system	60
75	Seal air Fan	60
76	Ducts and dampers	60
77	Duct expansion joints	60
78	Blowdown tanks	60
79	Coal burners and oil burners	60
80	Coal mills	60
81	Gear Box of Coal Mill	50
82	Coal feeders	60
83	Primary Air Fans	60
84	Forced Draft Fans	60
85	Induced Draft Fans	60

86	Forced Draft (FD)/Induced Draft (ID)/ Primary Air (PA) Fan Servo Motor Assembly	50
87	Tubes (Carbon Steel)	50
88	Steam pipes (Carbon Steel)	50
89	Steam drum	50
90	Separator	50
91	Selective Catalytic Reduction (SCR)	50
	Electro-Static Precipitators (ESPs)	
92	Casing	60
93	Electrodes	60
94	Rapping System	60
95	Hopper Heaters	60
96	Transformer Rectifiers	60
97	Insulators	60
	Turbine & Auxiliaries	
98	Turbine (High Pressure/Intermediate Pressure/Low Pressure)	50
99	Condensate Extraction Pumps	60
100	Condenser On line Tube Cleaning System (COLTC)	60
101	Debris filters	60
102	Deaerator	60
103	Drain Cooler and Flash Tank	60
104	ECW Pump	50
105	Plate Heat Exchanger	50
106	Self- cleaning filters	50
107	Condensate Polishing Units (CPUs)	60
108	Chemical Dosing System	60
109	Oil Filter	60
110	Gland Steam Condenser	60
111	Oil Purifying Centrifuge	50
112	Water Cooled Condenser	50
113	Boiler Feed Pumps (BFPs)	50
	Generator and Auxilleries	
114	Generator (including Seal Oil System, Hydrogen Cooling System, Stator water cooling system)	60
	Electrical Works	
115	Control and metering equipment	60
	Control & Instrumentation System (C&I System)	
116	Thermocouples	50
117	Measuring instruments [Resistance Temperature Detectors (RTDs)], Local gauges	50
118	Actuators (Pneumatic and conventional electric)	50
119	Interplant Communication/ Public Address (PA) system except IP based	50
	Coal Handling Plant	
120	Conveyors	60
121	Wagon Tippler	60
122	Side Arm Charger	60
123	Paddle feeder	60
124	Crushers & Screens	60
125	Dust suppression (dry fog & plain water) system	60
126	Air Compressors	50
127	Magnetic separators & metal detectors	60
128	Coal Sampling System	60
129	Stacker cum reclaimer	60
130	Belt weighing & monitoring system.	60
131	Wheel & axle assembly (without bearings) for Bottom Opening Bottom Release (BOBR) Wagons	60

	Ash Handling System	
132	Clinker grinder	60
133	Water jet ejectors	60
134	Scraper chain conveyor	60
135	Dry fly ash vacuum extraction system	60
136	Pressure pneumatic conveying system	60
137	Ash water & ash slurry pumps	60
138	Compressors, air dryers & air receivers	50
139	Ash water recovery system	60
	Raw Water Intake & Supply System	
140	Travelling water screens	60
141	Raw water supply pumps	60
142	Valves, RE joints etc.	60
	Water Treatment System and Effluent Treatment System	
143	Clarification plant	60
144	Filtration plant	60
145	Ultra filtration plant	50
146	Reverse Osmosis (RO) plant and its membrane	55
147	De-Mineralised water plant (DM Plant)	60
148	Chlorination plant	60
149	Chemical dosing system	60
150	Effluent Treatment Plant	60
	Circulating Water (CW) & Auxiliary Circulating Water (ACW) System	
151	CW & ACW Pumps	60
152	Butter Fly (BF) valves, Non-return Valves (NRVs) etc.	60
153	Rubber Expansion (RE) joints	60
154	Air release valves	60
	Cooling Towers (NDCT/ IDCT)-Natural-Draft and Induced Draft Cooling Tower	
155	Water Distribution System	60
156	Spray nozzles	60
157	Packing	60
158	Drift eliminators	60
159	Cooling Tower (CT) Fans (for Induced Draft Cooling Towers IDCT)	60
160	Gear boxes, shafts & motors (for IDCT)	60
	Air Conditioning & Ventilation System	
161	Split & window air conditioners	60
162	Chilling/ condensing unit [upto 500 ton of refrigeration(TR)]	55
163	Air Handling Unit (AHU) and Fresh air unit	60
164	Cooling Towers	60
165	Air Washing Units (AWUs), axial fans, roof extractors	60
166	Ducts, louvers & dampers	60
	Flue Gas Desulphurization (FGD)	
167	Spray Nozzles,	50
168	Spray header	50
169	Oxidation Blowers	50
170	Limestone wet Ball Mill	50
171	Slurry Handling Pumps for FGD system	50
172	Booster Fans for FGD system	50
173	Carbon Steel Ducts and Dampers for FGD	60
174	Storage Tanks and Silos	60
175	Process Water Pump for FGD system	50
	(D) Other Common Items	
	Fire protection and detection system	
176	Motor driven fire water pumps	60

177	Diesel engine driven fire water pumps	60
178	Hydrant system for the power plant.	60
179	High velocity water spray system	60
180	Medium velocity water spray system	60
181	Foam protection system	60
182	Inert gas flooding system	60
183	Fire tenders	60
184	Portable fire-extinguishers	60
185	Cranes, EOT cranes, gantry crane & chain pulley blocks etc.	60
186	Elevator	60

(E) Minimum Local Content percentages in Engineering, Procurement & Construction (EPC) / Turnkey project

In case the contract is awarded through the EPC route, the contractor should comply with the requirement of MLC for individual items as listed in Annexure-I and should purchase these items only

	(1) Package Based Works	Minimum Local Content (%)
1	Boiler	60
2	TG System (Water Cooled Condenser)	60
3	Ash Handling Plant	60
4	Coal Handling Plant	60
5	Electro-static Precipitator (ESP)	60
6	Circulating Water (CW) System	60
7	Cooling Tower	60
8	Water Treatment System	60
9	Air Conditioning System (below 500TR)	60
10	Flue Gas Desulphurisation (FGD) System	60
11	Station Control & Instrumentation (C&I)	50
12	Hydro Power Projects (Electro-Mechanical Works)	60
	Gas based generation	
	Overall Gas Turbine Package (on finished Product basis)	
13	< 44 MW	60
14	44 –145 MW	50
	Overall Combined Cycle Gas Turbine (CCGT) Package (on finished Product basis)	
15	< 44 MW	60
16	44 – 145 MW	60
17	> 150 MW	60
	(2) Project as a whole	
1	Works and service contracts in Power Sector	60
2	Transmission Line with Conventional conductors (ACSR, AAAC, AL-59 etc.)	60
3	Transmission Line with High temperature Low Sag (HTLS) conductors	60
4	HVAC Substation Air Insulated (AIS)	60
5	HVAC Substation Gas Insulated (GIS)	60
6	HVDC Substation	60
7	Distribution Sector	60

No. A-1/2021-FSC-Part(5)
Government of India
Ministry of Power

Shram Shakti Bhawan, New Delhi
Dated: 20th June, 2024

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector-Revision- regarding.

References:

1. Ministry of Power (MoP) Order No. A-1/2021-FSC-Part(5) dated 16.11.2021
2. Ministry of Power (MoP) Order No. A-1/2021-FSC-Part(5) dated 03.07.2023
3. Ministry of Power (MoP) Order No. 14/11/2021-UR&SI-II dated 20.02.2024
4. Ministry of Power (MoP) Order No. A-1/2021-FSC-Part(5) dated 23.04.2024

In partial modification of Ministry of Power's Order No. A-1/2021-FSC-Part(5) dated 16.11.2021, it has been decided to reconstitute the committee for independent verification of self-declarations and auditor's / accountant's certificates, constituted vide Clause 6 of the Order dated 16.11.2021. The revised composition of the committee is given below:

Member (Power System), Central Electricity Authority (CEA)	Chairperson
Chief Engineer (PSETD), CEA	Member
Chief Engineer (HETD), CEA	Member
Chief Engineer (TETD), CEA	Member
Chief Engineer (DP&M), CEA	Member
Chief Engineer (RP&T), CEA	Member
As may be co-opted by CEA	External Expert
Chief Engineer (ET&I), CEA	Convener

2. All other provisions of the said Order remain unchanged.
3. This issues with the approval of the competent authority.


(Anoop Singh Bisht)

Deputy Secretary to the Government of India

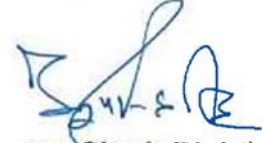
To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)

8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power



(Anoop Singh Bisht)

Deputy Secretary to the Government of India

F.No. 14/11/2021-UR&SI-II-(E-261022)
Government of India
Ministry of Power

Shram Shakti Bhawan, Rafi Marg
New Delhi, Dated: 30th December, 2024

ORDER

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector- Revision-regarding.

References:

1. Ministry of Power (MoP) Order No. A-1/2021-FSC-Part(5) dated 03.07.2023
2. Ministry of Power (MoP) Order No. A-1/2021-FSC-Part(5) dated 16.11.2021

In continuation to Ministry of Power's Order No. A-1/2021-FSC-Part(5) dated 03.07.2023, it has been decided to include Head End System (HES) and Meter Data Management System (MDMS) for Advance Metering Infrastructure in the said Order (Annexure-I referred to in sub-para (ii) of para 3), with effect from 01.01.2025, as under:

Sr. No. of Annexure-I	MoP PPP-MII Order dated 03.07.2023
43A	Head End System (HES)- 100 (MLC)
43B	Meter Data Management System (MDMS) - 100 (MLC)

- 2 All other provisions of the said Order remain unchanged
- 3 This issues with the approval of Hon'ble Minister for Power.


(Bimlesh Pawar)
Under Secretary to the Govt. of India
Tel: 23705957
Email: bimlesh.pawar@nic.in

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)

8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power