

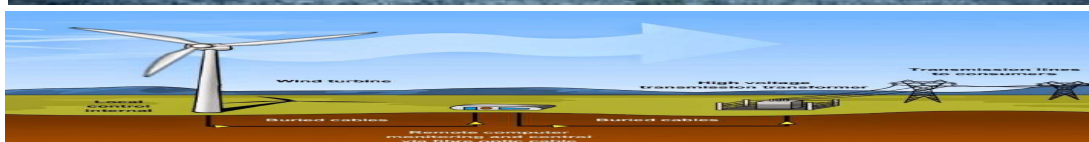
FNHPC LIMITED
(A GOVT. OF INDIA ENTERPRISE)



Expression of Interest (EOI)
From
Any Indian/Global Company

FOR

“Empanelment with NHPC Ltd regarding the Development of Offshore Wind Power Projects in India”



Tender ID : 2024_NHPC_788618_1

CONTRACTS (CIVIL) DIVISION

REGD. OFFICE: NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD – 121003

CIN: L40101HR1975GOI032564

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CHECK LIST

Bidders are requested to check the following documents in their submissions prior to submitting their bids:

Sl. No.	Description	Check	
1	DD amounting to Rs.10,000/- towards cost of EOI document as mentioned in Notice Inviting EOI.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2	Power of Attorney along with Board resolution for authorizing the executants for issuing Power of Attorney as per ITA, if applicable.	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3	Format for covering letter cum undertaking (Annexure-1)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4	Information to be submitted by applicant (Annexure-2)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
5	Undertaking from Independent Statutory Auditor (Annexure-3A)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6	Undertaking from Third Party Inspection Agency (Annexure-3B)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7	Duly filled Self Evaluated Score Sheet (Annexure-4)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
8	General Information (Annexure-5)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9	Undertaking regarding Willful Defaulter (Attachment-1)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
10	Undertaking regarding Anti-Bribery (Attachment-2)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
11	Undertaking regarding Anti-Fraud (Attachment-3)	<input type="checkbox"/> YES	<input type="checkbox"/> NO

12	Undertaking regarding Anti-Slavery (Attachment-4)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
13	Undertaking regarding Anti-Collusion (Attachment-5)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
14	Undertaking regarding OM No. F.7/10/2021-PPD(1) Dated 23.02.2023 (Attachment-6)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
15	Declaration regarding Insolvency Proceedings Under Insolvency And Bankruptcy Code 2016 (Attachment-7)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
16	Form of Declaration of Ineligibility (Attachment-8)	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Note: The Checklist has been framed to facilitate the Applicants so that they may not miss the important inclusion in their EOI application as well as to facilitate the Employer to avoid delays. Applicants are advised in their own interest to go through entire document thoroughly so that documentation is complete in all respect. Employer shall not be responsible in case the Applicant fails to submit all requisite documents along with its EOI application.

Section-I

NOTICE INVITING Expression of Interest (EOI)



NHPC Office Complex,
Sector-33, Faridabad-121003
CIN: L40101HR1975GOI032564

(Press Notice)

NOTICE INVITING EXPRESSION OF INTEREST

Online Expression of Interest (EOI) are invited for and on behalf of NHPC Limited, Faridabad, India hereinafter referred to as ‘the Employer’ from Indian /Global Company in Single Stage-One Part Bidding basis (i.e. Cover-I: Online Documents of EOI) from eligible applicants for empanelment with NHPC Ltd regarding the Development of Offshore Wind Power Projects in India.

Sl. No.	Description of Work	Tender ID	Last date of submission of online EOI Application
1	Expression of Interest (EOI) from Any Indian/Global Company for “Empanelment with NHPC Ltd regarding the Development of Offshore Wind Power Projects in India”	2024_NHPC_788618_1	17.02.2024(17:30 Hrs.)

Complete NIT and EOI Documents can be downloaded and submitted from the portal <https://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal. The last date of submission of online EOI application is **17.02.2024**. Applicants shall register themselves on the website to submit their EOI. Subsequent amendments shall be posted only on above websites, hence Applicants are advised to visit websites regularly.

General Manager (Civil Contracts-III)
Room No.218, 2nd Floor, Jyoti Sadan,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No :+91 (129) 2270596
Email: contcivil3-co@nhpc.nic.in



NHPC Office Complex,
Sector-33, Faridabad-121003

NOTICE INVITING EXPRESSION OF INTEREST -WEB NOTICE

EOI ID: 2024_NHPC_788618_1

NHPC Ltd Invites Expression of Interest from Indian/Global Company for empanelment with NHPC Ltd regarding the Development of Offshore Wind Power Projects in India.

1. NHPC Ltd is exploring various opportunities in the Offshore Wind power project domain. Recently, MNRE has published a “Strategy for development of Offshore Wind Energy Projects in India” and is looking for allocating different blocks of Coastal Regions at Gujarat and Tamil Nadu amounting to 37 GW under different models namely Model A, B and C from 2023-2030. Accordingly, NHPC Ltd, intends to invite Expression of Interest (EOI) from Indian/Global company for empanelment to explore and set up Offshore Wind Power Projects in India.

In this regard, NHPC Ltd Invites Expression of Interest (EOI) from any Indian/Global Company (hereinafter called APPLICANT).

The complete application/ document can be viewed and downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal. The application is to be submitted online only on <https://eprocure.gov.in/eprocure/app> upto application Submission Closing Date & Time of application document. The brief details of the application document are as under:

THE BRIEF DETAILS OF THE EOI ARE AS UNDER:

Sl. No.	Item	Description
i)	Mode of tendering	e-procurement System Single Stage-One part bidding Cover-I: Online Documents of EOI
ii)	Tender ID No.	2024_NHPC_788618_1
iii)	EOI Reference No.	CC-III/CO-284/PR16923/37 dated 18.12.2023
iv)	EOI Document Fee	Rs. 10000/- (Rupees Ten thousand only) in the form of crossed Demand Draft in favour of ‘NHPC Limited’ payable at Faridabad.

v)	Period of Validity of EOI Responses	365 days from the last date of submission of online Application.
vi)	Empanelment Period	05 (Five) years
vii)	EOI Application inviting Authority	General Manager (Civil Contracts-III) Room No. 218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil3-co@nhpc.nic.in

THE CRITICAL DATES OF EOI ARE AS UNDER:

S. No.	Particulars	Date & Time
i)	Publishing Date & Time	09.01.2024 (17:30 Hrs)
ii)	Document Download Start Date & Time	09.01.2024 (17:30 Hrs)
iii)	Last date of Receipt of queries /clarification on EOI.	20.01.2024 (upto 11:00 Hrs)
iv)	Pre bid meeting Date & Time	22.01.2024 (15:00 Hrs)
v)	Online EOI Application Submission Start Date & Time	05.02.2024 (11:00 Hrs)
vi)	Online EOI Application Submission Closing Date & Time	17.02.2024 (17:30 Hrs)
vii)	Last date of Offline submission of EOI Application (date, time and address).	19.02.2024 (upto 17:00 Hrs) Address : General Manager (Civil Contracts-III) Room No.218, 2 nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil3-co@nhpc.nic.in
viii)	Opening: Date, Time & Venue of Online/ Offline EOI Application	20.02.2024 (11:30 Hrs) Venue : General Manager (Civil Contracts-III) Room No.218, 2 nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil3-co@nhpc.nic.in

In case of auto extension of online submission dates of the EOI on the CPP portal, the date of opening of the online applications will accordingly be shifted.

2. **ELIGIBLE APPLICANT:** Criteria as per Clause 2.1 and 2.2 of ITA.
3. **QUALIFICATION CRITERIA: Criteria as per Clause 3 of ITA.**
4. EOI Application shall be valid for a period as mentioned in S No. 1 after the deadline for online EOI Application submission. If any Applicants withdraw his EOI application before the said period or makes any modification in his application, the EOI application of such applicant shall be rejected.
5. The EOI Applications shall be opened online at venue on the specified date & time as per S.No.-1 and **evaluate** the applications completely.

4. E-tendering: Instruction for online EOI submission

The Documents of EOI to be submitted on-line at Central Public Procurement e-Portal <http://eprocure.gov.in/eprocure/app>. The applicants are required to submit soft copies of their EOI application electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the applicants in registering on the CPP Portal, prepare their EOI Application in accordance with the requirements and submitting their applications online on the CPP Portal.

5.1 Registration:

- i) Applicants are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the “Online Bidder Enrolment” option available on the home page. Enrolment on the CPP Portal is free of charge.
- ii) As part of the enrolment process, the applicants will be required to choose a unique username and assign a password for their accounts.
- iii) During enrolment/ registration, the applicants should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the Consultants/ applicants through email-id provided.
- iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/ nCode/eMudra or any Certifying Authority recognized by CCA India one Token/Smart Card.
- v) Upon enrolment on CPP Portal for e-tendering, the applicant shall register their valid Digital Signature Certificate with their profile.
- vi) Only one valid DSC should be registered by a applicant. Applicants are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- vii) Applicants can then log into the site through the secured login by entering their userID/password and the password of the DSC/ eToken.

5.2 Searching for EOI documents:

- a) There are various search options built in the CPP Portal to facilitate applicants to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the applicants may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a EOI published on the CPP Portal.
- b) Once the applicants have selected the EOI they are interested in, they may download the required documents/EOI schedules. These EOIs can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the applicants through SMS/e-mail in case there is any corrigendum issued to the EOI document.

- c) The applicant should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

5.3 Preparation of EOI Documents:

- a) For preparation of EOI, Applicant shall search the EOI from published EOI list available on site and download the complete EOI document and should take into account corrigendum, if any, published before submitting their applications. After selecting the EOI document same shall be moved to the 'My Favourite' folder of applicants account from where applicant can view all the details of the EOI document.
- b) Applicant shall go through the EOI document carefully to understand the documents required to be submitted as part of the EOI Document. 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 EOI Application.
- c) Any clarifications if required then same may be obtained online through the tender site or through the contact details given in the EOI document.
- d) Bidders should get ready in advance the EOI documents to be submitted as indicated in the EOI document/ schedule in PDF/ xls/ rar/ zip/ dwf formats. If there is more than one document, they can be clubbed together using zip format. EOI documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned documents.
- e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every EOI Application, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided to the applicant. Applicants can use "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" or "Other Important Documents" area as per tender requirements while submitting the EOI and need not be uploaded again and again. This will lead to reduction in the time required for EOI submission process.

5.4 Submission of EOIs:

- i) Applicant should log into the site well in advance for EOI submission so that he/ she uploads the EOI documents in time i.e. on or before the application submission time.
- ii) Applicant should prepare the Tender Fee as per the instructions specified in the Notice Inviting EOI. The originals should be submitted to the EOI Inviting Authority, on or before the last date & time of offline EOI documents submission. The details of the DD/BC, physically sent, should tally with the details available in the scanned copy and the data entered during EOI document submission time. Otherwise the uploaded EOI application will be rejected.
- iii) While submitting the EOI documents online, the applicant shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their EOI documents.
- iv) Deleted
- v) Applicant shall digitally sign and upload the required bid documents one by one as indicated in the EOI document.
- vi) Applicants shall note that the very act of using DSC for downloading the EOI document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the EOI document without any exception and have understood the complete EOI document and are clear about the requirements of the EOI document.

- vii) Applicant shall note that each document to be uploaded for the EOI document should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- viii) Deleted
- ix) Applicants shall submit their EOI document through online e-tendering system to the EOI Inviting Authority (EIA) well before the application submission end date & time (as per Server System Clock). The EIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- x) After the EOI documents submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the applicants shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of EOI, which will also act as an entry pass to participate in the EOI opening.
- xi) Applicant should follow the server time being displayed on applicant’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting EOI submission, EOI opening etc., in the e-tender system.
- xii) All the documents being submitted by the applicant would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of EOI opening. The confidentiality of the EOI documents is maintained using the secured Socket Layer 128 bit encryption technology.

Any queries relating to the process of online EOI submission or queries relating to CPP Portal in general may be directed to 24x7 CPP Portal Helpdesk. Toll Free **Number 0120-4001-002, 0120-4001-005 and 0120-6277-787**. A mail can be sent to [support-eproc\[at\]nic\[dot\]in](mailto:support-eproc[at]nic[dot]in) and [cppp-nic\[at\]nic\[dot\]in](mailto:cppp-nic[at]nic[dot]in) for all technical issues. A mail can be sent to [cppp-doe\[at\]nic\[dot\]in](mailto:cppp-doe[at]nic[dot]in) for any policy / domain issues.

- 6.0** Any corrigendum, subsequent amendments and/or extension of dates, if any, for submission of EOI 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 EOIs.
- 7.0** The employer reserves the right to accept or reject any EOI document and to cancel the empanelment process and reject all EOIs, at any time prior to the empanelment, without thereby incurring any liability to the affected Applicant or Applicant(s). The Applicant shall bear all costs associated with the preparation and submission of its EOI, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the empanelment process. However, the Applicant(s) who wish to seek reasons for such decision of cancellation/rejection shall be informed of 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.
- 8.0** 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 (Civil Contracts-III)
Room No.218, 2nd Floor, Jyoti Sadan,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
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Email: contcivil3-co@nhpc.nic.in**

Section-II

INSTRUCTIONS TO APPLICANTS (ITA)

INSTRUCTIONS TO APPLICANTS (ITA)

A. INTRODUCTION

1. General:

Online Expression of Interest are invited from Indian/Global Company under one cover system for and on behalf of NHPC Limited for “Empanelment with NHPC Ltd regarding the Development of Offshore Wind Power Projects in India” on Open Invitation Basis.

The complete application can be downloaded from NHPC website www.nhpcindia.com (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>.

The EOI Application will be received, opened and evaluated online in electronic form through NHPC’s E-tendering portal i.e. <http://eprocure.gov.in/eprocure/app> [Link to reach at site is also available at NHPC website i.e., www.nhpcindia.com →e-Procurement→Govt. e-Procurement System of NIC (GePNIC) under Central Public Procurement Portal (CPPP)].

This section of the EOI document provides the information necessary for Applicants to prepare online responsive EOI application, in accordance with the requirements of the Employer. It also provides information on online EOI submission, opening, evaluation, and Empanelment.

2.1 This Invitation for EOI application is open to:

- i) The Companies which have extensive prior knowledge and experience of Offshore Wind Power Project development across the globe and desires to collaborate with NHPC Limited.
- ii) The Companies must be an incorporated legal entity operating under commercial law of their respective jurisdiction.
- iii) Companies shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Employer, any Government institution or Public Sector Undertaking in India or abroad as on bid submission date.
- iv) Companies shall not have been banned/ de-listed/ black listed/ debarred from business on the ground mentioned in para 6 of Guidelines on Banning of Business dealings to Integrity Pact of EOI document at the time of submitting the EOI Application and shall intimate immediately of any such banning/de-listing/ black-listed/ debarring after submission of application till the empanelment. Self-Declaration in this regard is to be submitted as per the proforma enclosed in EOI document.
- v) Applicant shall meet the qualification criteria as defined in Clause 3.

2.2 To qualify for empanelment for which EOI are invited in the NOTICE INVITING Expression of Interest, the applicant 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 in this regard shall make the EOI application non-responsive.

Even though the applicant meet the qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements.

3.0 QUALIFICATION CRITERIA

3.1 The qualification will be subject to Applicant’s fulfillment of the Qualification Criteria set and stipulated hereunder, substantiated by authentic and relevant information and details. Additional information in support of their claims of achievements may be furnished in any form of their device and design. The Applicant(s) who wish to apply for EOI for the aforesaid empanelment must satisfy the following qualifying criteria:

3.1.1 Compulsory Criteria

The following criteria will qualify the applicant regarding the applicant’s organization, legal, safety, environmental and quality assurance, which are considered as the basic compulsory qualifications required by the applicant. The applicant who ‘Pass’ in all the compulsory qualification criteria’s will only be considered eligible for the technical evaluation. The scoring would be such that each criterion will be considered “PASS” if satisfactory certificate/ Letter/Policy is provided and will be considered “FAIL” if not provided.

Sl. No	Criteria	Description	Pass/Fail
Compulsory Criteria			
1	Commissioned at least 100MW of offshore wind energy capacity globally	Copies of commissioning/ Installation certificate, issued in the name of applicant/member/ affiliate by the competent governmental authority and/ or counterparty.	
2	Have in place an environmental policy specific to Offshore Wind power project infrastructure as per International practices.	Copy of the policy.	
3	Have in place a health and safety policy specific to Offshore Wind power project infrastructure as per International practices.	Copy of the policy.	

4	Have in place a quality assurance policy specific to Offshore Wind power projects as per international practices.	Copy of Quality assurance certificate by an accredited body.	
5	Along with its Affiliate, not been a willful defaulter to any lender, and there is no major litigation pending or threatened against the Applicant or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Applicant to undertake the Project.	Undertaking to this effect in Section VI.	
6	Have in place a policy, and undertake to comply with requirements with regard to: (a) Anti-bribery; (b) Antifraud; (c) Anti-slavery; and (d) Anti-collusion.	Copy of the policy/ies and undertakings in the formats set forth in Section VI.	
7	Along with its Affiliates, not been a willful defaulter with any tax laws, and there is no major tax litigation pending or threatened against the Applicant or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Applicant to undertake the Project.	Undertaking to this effect in Section VI.	
8	Along with its Affiliates, not in breach of the national security.	Undertaking to this effect in Section VI.	
9	Decommissioning plan for the Project	Copy of the decommissioning plan.	
10	Health, safety and accident record	Copy of health, safety and accident records.	
11	Environmental clearance plan	Copy of plan for securing environmental clearances.	

The Applicant shall upload a single document for Compulsory Criteria containing scanned copies of the relevant documents for the establishment of credentials as per evaluation methodology duly signed and stamped on each page by the authorized signatory.

3.1.2 Technical Criteria

Sl. No.	Criteria	Description	Max. Marks	Required Documents
Technical Criteria				
1	Experience in commissioning Offshore Wind power project infrastructure	10 marks would be given to any entity having experience in Offshore Wind power projects infrastructure.	10	Copy of Job Order/Contract Agreement & commissioning / installation certificate, Client Certificates
2	Total capacity (MW) of offshore wind power plants commissioned.	Minimum 100 MW 3 marks: 100MW to 300 MW 6 marks: greater than 300MW to 500 MW 10 marks: greater than 500MW to 700 MW 12 marks: greater than 700MW to 900 MW 15 marks: greater than 900 MW developed	15	Copy of Job Order/Contract Agreement & commissioning / installation certificate, Client Certificate
3	Managing marine surveys for offshore wind power projects development.	Number of offshore wind resource assessment studies (with offshore measurement) completed. Number of offshore geotechnical studies completed. Number of geophysical studies completed. Number of met ocean	Maximum marks 4 (1 mark for each studies completed) Maximum marks 2 (1 mark for each studies completed) Maximum marks 2 (1 mark for each studies completed) Maximum marks 2 (1 mark for each	10 Copies of Job Order/Contract agreement for studies & relevant completion certificate

		measurement studies completed.	studies completed.)		
4	Commissioning offshore wind transmission system (no. of offshore transmission systems commissioned)	Commissioned minimum 50 MW 1 mark: 1 system commissioned with at least 50 MW capacity 2 marks: 2 systems commissioned with at least 50 MW capacity 3 marks: 3 systems commissioned with at least 50 MW capacity 4 marks: 4 systems commissioned with at least 50 MW capacity 5 marks: More than 4 systems commissioned, each of at least 50 MW capacity or 2 systems commissioned each of at least 100 MW capacity	5	Copy of Transportation and installation testing certificates for proving the offshore wind transmission experience.	
5	Years of experience in owning or operating offshore wind energy projects.	Minimum 3 years' experience in Offshore Wind Projects 2 marks: Experience equal to or greater than 3 years to 5 years. 4 marks: Experience greater than 5 years to 7 years 6 marks: Experience greater than 7 years to 9 years 8 marks: Experience greater than 9 years to 10 Years 10 marks: Experience greater than 10 years	10	Relevant certificate showing the requisite years of experience in owning or operating offshore wind energy projects.	
6	Experience of project management team in offshore wind projects	Minimum 5 years' post qualification experience in relevant field	4	Details of the management team along with the team member's qualifications and experience and organization structure (including the technical and administrative officials)	

7	Operation and management experience	Score involves taking the following factors: <ul style="list-style-type: none"> • Port facility (warehouse experience) • Experience in SCADA systems and monitoring units • Possibilities of logistics access and availability • Experience with O&M Vessels Manpower fleet.	2 marks: Up to 500 MW cumulative capacity offshore wind turbine O&M experience 4 marks: Greater than 500 MW to 1000 MW cumulative capacity offshore wind turbine O&M experience 6 marks: Greater than 1000 MW cumulative capacity offshore wind turbine O&M experience	6	Operation and management support plan. (Documents proving experience may also be provided, if relevant)
8	Minimum work programme for Offshore Wind power project	Offshore wind resource assessment	Maximum marks: 2 (Program should envisage assessment being carried out using any of these measurement technologies: <ul style="list-style-type: none"> • MET Mast (anemometer) • LIDARs • Floating LIDARs 	10	Minimum work programme, comprising offshore wind resource assessment, offshore geotechnical, offshore geophysical, and met ocean

		Offshore geotechnical	<p>Maximum marks: 4 (Program should envisage carrying out all of these technical requirements:</p> <ul style="list-style-type: none"> • Cone penetration tests (CPT), Seabed frame • Boreholes with sampling; • Boreholes, blind drilling; • CPTs, down the hole; • Boreholes with PS-logging, selected boreholes; • Seismic CPTs, selected location; • Laboratory testing, classification tests; • Laboratory testing, advance soil tests; • 3D integrated ground-model) 		assessment (using met ocean model)
		Offshore geophysical	<p>Maximum marks: 3 (Program should envisage carrying out all of these technical requirements:</p>		

			<ul style="list-style-type: none"> • Geological survey • Bathymetric mapping • Grab sampling • Seismic investigation • Screening of ferrous object using magnetometer) 	
		Metocean assessment (using Metocean model)	Maximum Marks 1	

The applicants shall submit job order and performance/ completion certificate in support of work experiences claimed to be executed for clients. In case of ownership relevant documents establishing the proof of ownership and successful operation of the project shall be submitted. Applicants are required to submit above documents to satisfactorily establish their meeting the compulsory and techno-commercial criteria in the EOI.

The Applicant shall upload a single document for Technical Criteria containing scanned copies of the relevant documents for the establishment of credentials as per evaluation methodology duly signed and stamped on each page by the authorized signatory.

3.1.3 Financial Criteria

Sl. No.	Criteria	Description	Max. Marks
Financial Criteria			
1	Average Annual Net Worth during last 5 (Five) FY ending 31 st March 2023	Minimum value INR 1250 crore equivalent 2 marks: Net-Worth equal to or greater than INR 1250 crore to INR 2500 crore 4 marks: Net-Worth greater than INR 2500 crore to INR 3,000 crore 6 marks: Net-Worth greater than INR 3,000 crore to INR 4,000 crore 8 marks: Net-Worth greater than INR 4,000 crore to INR 5,000 crore 10 marks: Net-Worth greater than Rs 5,000 crore	10
2	Average Annual turnover during	Minimum INR 500 crore equivalent	10

	last 3 (three) FY (i.e., FY 2020-21,2021-22, 2022-23)	2 marks: Turnover equal to or greater than INR 500 crore to INR 1,000 crore. 4 marks: Turnover greater than INR 1,000 crore to INR 1,500 crore 6 marks: Turnover greater than INR 1,500 crore to INR 2,500 crore 8 marks: Turnover greater than INR 2,500 crore to INR 3,500 crore 10 marks: Turnover greater than INR 3,500 crore	
3	Plan for meeting funding requirements for the Project.	Marks would be awarded based on the experience and satisfactory plan provided	5
4	Fund raising experience	1 mark: Fund raising experience equal to or greater than INR 500 crore to INR 1,000 crore equivalent. 2 marks: Fund raising experience greater than INR 1,000 crore to INR 3,000 crore 3 marks: Fund raising experience greater than INR 3,000 crore to INR 4,000 crore 4 marks: Fund raising experience greater than INR 4,000 crore to INR 5,000 crore 5 marks: Fund raising greater than INR 5,000 crore	5

Total Score (Technical Criteria+ Financial Criteria) = 100 Marks

The Applicant shall upload a single document for Financial Criteria containing scanned copies of the relevant documents for the establishment of credentials as per evaluation methodology duly signed and stamped on each page by the authorized signatory.

Notes:

- (a) Applications of only those applicants who are meeting the Eligibility Criteria specified above will be considered for evaluation and for empanelment. Applicant will submit requisite supporting documents and testimonials with their applications to prove their credentials and claim of meeting the Eligibility Criteria.
- (b) All applicant, who are required to submit the details of the past experiences, shall submit all the documents, in support of compulsory and technical criteria Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).

- (c) Further, wherever information can be drawn from books of accounts, records and other relevant documents, Applicants can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the compulsory and technical criteria Requirements. Such applicant shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting compulsory and technical criteria requirement along with a certificate regarding verification of authenticity of documents as per the format placed at Annexure-3A (Undertaking from Statutory Auditor) and/ or Annexure-3B (Undertaking from TPIA). All the documents submitted by the applicant in support of meeting compulsory and technical criteria requirement shall be digitally signed by the Statutory Auditor and/or specified TPIA.
- (d) In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:
1. Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)
 2. Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
 3. International Certification Services (ICS)
 4. TUV Rheinland (India) Pvt. Ltd.
 5. TÜV SÜD South Asia Pvt. Ltd.
 6. TUV India Pvt. Ltd. (TÜV Nord Group)
 7. Intertek India Pvt. Ltd.
 8. Moody International (India) Pvt. Ltd.
 9. RINA India Pvt. Ltd.
 10. Competent Inspectorate and Consultants LLP

The following website may be referred for contact details of above ten (10) TPIAs:
http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

- (e) Any document pertaining to reference works/ plants in support of compulsory and technical criteria, which is not certified by specified TPIA or Statutory Auditor of the applicant as per the format enclosed with the EOI documents, shall not be considered verified/ certified for the purpose of evaluation, and the proposal shall be liable for rejection.
- (f) The Applicant shall be responsible to get their documents/ credentials in support of compulsory and technical criteria verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Applicant. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the applicant and TPIA and/ or Statutory Auditor.
- (g) In the cases where appointment of Statutory Auditor is not mandatory as per statute under which applicant has been incorporated, the option of certification from specified TPIA shall only be considered for such applicant. If any of the submitted reference work executed by Applicant are **directly awarded to them by NHPC or Subsidiary / JV companies of NHPC**; then **for those reference works only**, shall not be required to submit Client

Certificate (s) or Certificate of authenticity from Independent Statutory Auditor or specified TPIA.

- (h) In the event of the specified date for the submission of applications being declared a holiday for the Client, the hard copies of the documents will be received up to 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 above or any amendment for the same.
- (i) '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 Applicant, otherwise, figure duly authenticated by the Statutory Auditors should be submitted.

- (j) Other income shall not be considered for arriving at Annual Turnover.
- (k) The Bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed (offset) Annual Report for the immediately preceding 5 (Five) years submitted by the Bidder along with the Bid. In case, bid submission date falls upto 30th September, the annual reports 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 up to immediate preceding Financial Year shall be considered. Further, standalone audited Annual Financial Statement of Bidder forming part of the Annual Report shall only be considered for this purpose.

In case, if Bidder has not submitted the above Annual Report 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 governing law of country is not mandatory. 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 5 (Five) years be submitted by the Applicant along with the Application. The Annual Financial Statement shall be considered for evaluation in same manner as defined in above Para for consideration of Annual Reports.

- (l) Wherever, the Annual Report/ duly notarized copies of Audited Printed Annual Financial Statement are in language other than English, then copy duly translated & printed into English language and certified by approved / recognized English translator shall be submitted with the Bid.
- (m) The qualification given by Statutory Auditors on the Financial Statements shall be factored appropriately for calculating Net Worth and Turnover.

- (n) In case where financial results for the immediately preceding year are not available, then an statement of account as on closing date of the immediately preceding financial year depicting the Turnover, 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.
- (o) For evaluation of financial criteria, Annual Reports of 5 years upto FY 2022-23 shall be considered excluding financial year 2020-21; being an exceptional year due to outbreak of Covid-19.
- (p) The statement of account depicting the Turnover and Net Worth should be certified by their Statuary Auditor carrying out the Statutory Audit by generating Unique Document Identification Number (UDIN) as per Gazette Notification No. 1-CA (7)/192/2019 dated 02.08.2019.
- (q) For meeting the above commercial eligibility criteria, if the data is provided by the Applicant in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Applicant using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective Financial Year. In case of any currency for which the Reserve Bank of India reference rate is not available, Applicants shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Applicant shall follow the procedure/ submit document as elaborated above.

4. COST OF EOI

Complete EOI document can be viewed and downloaded from NHPC Limited website www.nhpcindia.com (For reference only) and Central Public Procurement (CPP) Portal <http://eprocure.gov.in/eprocure/app/nhpc>. The applicant will be required to submit a non-refundable fee of **Rs.10,000/- (Rupees Ten thousand only)** including GST, if applicable, in the form of Crossed Demand Draft in favour of "NHPC Limited" payable at 'Faridabad' towards the cost of EOI fee. The bidder shall fill the EOI fee details online and submit same in terms of Clause 11 of ITA on or before the date as specified in "Notice Inviting EOI"

Note: Mere downloading of EOI document by prospective Applicants shall not be construed that such an applicant automatically fulfills the prescribed eligibility criteria. Whether the applicant meets the specific eligibility criteria or not, shall be checked or ascertained, on opening their EOI documents by scrutinizing documentary evidences furnished by them along with their EOI.

The Applicant shall bear all costs associated with the preparation and submission of its EOI, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the empanelment process.

B. THE EOI DOCUMENTS

5 CONTENT OF EOI DOCUMENTS (OR EOI DOCUMENTS)

5.1 The Facilities required, empanelment procedures, EOI terms and technical requirements are prescribed in the EOI documents. The EOI documents include the following sections:

Section-I NOTICE INVITING Expression of Interest

Section- II Instructions to Applicants (ITA)

Section- III Information for Applicants (IFA)

Section- IV Abbreviations, Definition of Terms

Section- V Application Form & Annexures

Section- VI Formats & Undertaking for EOI submission

5.2 The Applicants is expected to examine all instructions, forms, terms, technical specifications and other information in the EOI documents. Failure to furnish all information required by the EOI documents or submission of a EOI not substantially responsive to the EOI documents in every respect will be at the Applicant's risk and may result in rejection of its EOI submission.

6 CLARIFICATION OF EOI DOCUMENTS & PRE-BID MEETING

6.1 A prospective Applicants requiring any clarification of the EOI documents may notify the Employer in writing or by cable (hereinafter, the term cable is deemed to include telefax or email at the Employer's mailing address indicated in the Invitation for EOI.)

The Employer will respond during Pre-bid Conference to any request for clarification or modification of the EOI documents, if deemed fit, Employer's response will be published on the portal <https://eprocure.gov.in/eprocure/app>, including a description of the inquiry, but without identifying its source. The Employer shall not be obliged to respond to any request for clarification received later than the above said period. Further, the mere request for clarification from the applicant(s) shall not be a ground for seeking extension in the deadline for submission of EOI applications.

6.2 PRE-BID CONFERENCE:

Pre bid conference will be held as per details specified in 'Notice Inviting EOI where intending applicants may obtain necessary clarifications to their queries, if any, from Employer. All such queries seeking clarification on the EOI documents shall be made in writing or by e-mail or facsimile to EOI Inviting Authority at the address indicated in the EOI Document so as to reach the Employer not later than 3 days before the pre-bid meeting so that the same can be replied during the meeting.

The prospective applicant or his authorized representative may attend the pre-bid meeting as indicated above. The applicant who wish to join the meeting on due date & time through video-conferencing shall intimate EOI Inviting Authority (EIA) at least 02 (two) days prior to pre-bid meeting their details viz. name of participant & designation, mobile no., e-mail address, name of firm or any other information required for video-conferencing. The participant should have good

internet connectivity as EIA shall not be held responsible for any disruption due to internet or any technical issues.

Meeting ID alongwith password shall be shared 01 (one) hour prior to scheduled time to the participant's e-mail/ mobile no. of prospective applicant. The purpose of the meeting will be to clarify issues and to answer questions on any matter related to the EOI that may be raised at that stage.

The Employer will respond during Pre-bid Conference to any request for clarification or modification of the EOI documents. If deemed fit, written copies of the Employer's response (including an explanation of the query) will be sent after Pre-bid Conference to the respective Applicant who have sought clarification.

Any modifications in the EOI documents listed in Clause 5.1 of ITA, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 7 of ITA.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7 AMENDMENT OF EOI DOCUMENTS

- 7.1 At any time prior to the deadline for submission of EOI, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Applicants, amend the EOI documents by issuing Addendum / Corrigendum.
- 7.2 Any Addendum / Corrigendum thus issued shall be part of the EOI documents and shall be posted on E-procurement portal of CPP (<http://eprocure.gov.in/eprocure/app>) / NHPC website. Applicants are advised to visit the portal regularly before the deadline for submission of EOI. The amendments to the EOI documents will be binding on the prospective applicants and the notification of the amendment communicated through portal, shall be deemed to be construed that such amendment(s) to the EOI documents have been taken into account by the applicant in its application. The responsibility of downloading the related Addendum / Corrigendum, if any, will be that of the applicant. No separate intimation in respect of Addendum / Corrigendum (if any) will be sent to applicant(s)
- 7.3 In order to afford prospective Applicants reasonable time in which to take the amendment into account in preparing their EOI, the Employer may, at its discretion, suitably extend the deadline for the submission of EOIs and notify through portal <http://eprocure.gov.in/eprocure/app> where all prospective applicants may see the extended deadline.

C. PREPARATION OF EOI

8 LANGUAGE OF EOI Document

- 8.1 The EOI prepared by the Applicant and all correspondence and documents related to the EOI exchanged by the Applicant and the Employer shall be written in English language, provided that any printed literature furnished by the Applicant may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the EOI, the translation in English shall govern.
- 8.2 Language of the responses to EOI or any query/ clarifications/ correspondences shall be in English only. In case any document is submitted in a language other than English, a certified

English translation from an approved translator shall be required to be submitted by the Applicant.

9 DOCUMENTS COMPRISING THE EOI

- 9.1 The EOI submitted by the Applicant shall comprise the following documents
- (a) For expression of interest, the Application Form and Annexures given in Section- V & Section-VI shall be duly filled and sent to NHPC Ltd by the Applicant in soft copy/ Hard copy. Applicants should go through Section-I to Section-IV thoroughly before filling and submitting the proposal form and annexures in Section-V & Section-VI.
 - (b) The applicant will be required to submit a non-refundable fee of **Rs.10,000/- (Rupees Ten thousand only)** including GST, if applicable, in the form of Crossed Demand Draft in favour of “NHPC Limited” payable at ‘Faridabad’ towards the cost of EOI fee.
 - (c) Power of Attorney along with Board resolution (original/notarized) for authorizing the executants for issuing Power of Attorney. In case of General Power of Attorney, a true copy of the POA shall be duly notarized by Notary and in case of specific Power of Attorney, the original POA.
 - (d) Applicants shall mention the name and contact details of two persons, with complete address, phone number and email id for communication related to this EOI.
 - (e) Documents required under qualification criteria as per Clause 3.1.1, 3.1.2 & 3.1.3 of ITA.
- 9.2 NHPC Ltd, may at its sole discretion, ask for additional information/ documents and/or seek clarifications from the applicant (s) after the deadline for submission of response, inter alia, for the purpose of removal of inconsistencies or infirmities in their responses.

10 PERIOD OF EOI RESPONSE VALIDITY

- 10.1 The applicant shall submit the responses which shall remain valid up to 365 Days from the last date of online submission of EOI applications on CPP Portal. NHPC Ltd reserves the right to reject any response, which does not meet the validity requirement.
- 10.2 NHPC Ltd may solicit the applicant's consent for an extension of the period of validity of the response. The request and the response in this regard shall be in writing. In the event any Applicant refuses to extend its response validity as requested by NHPC Ltd, NHPC Ltd shall terminate the processing of such Applicant’s responses. An Applicant accepting NHPC Ltd request for validity extension shall not be permitted to modify its response.

D. SUBMISSION OF EOI

11. SEALING AND MARKING OF EOIs

EOI shall be submitted under single stage Cover-I through e-tendering as per procedure detailed below. Applicants are to submit various details/ document along with copies of certificates in support of their claims for meeting the qualifying requirements.

In e-tendering Mode:

The EOI shall be received through e-tendering Mode as detailed in **Important Instructions to applicants for online bidding**.

(I) Online Submissions:

- i) Scanned copy of DD towards cost of EOI document as mentioned in Notice Inviting EOI.
- ii) Scanned copy of Documents required under qualification criteria as per Clause 3.1.1, 3.1.2 & 3.1.3 of ITA.
- iii) Scan copy of Power of Attorney along with Board resolution (original/notarized) for authorizing the executants for issuing Power of Attorney.
- iv) Documents required under Section-V and Section -VI.

The Employer reserves the right to request the applicant for submission of original documents in respect of any of the online submissions defined above.

(II) Offline Submissions (Hard Copies)

Applicants shall submit the following documents duly signed by Authorized signatory in an envelope by the date mentioned in EOI Data. The envelope received late or after the prescribed due date and time of receipt as mentioned in EOI Data will not be entertained. NHPC will not be responsible for any postal delay.

- i) DD /banker's cheque payable at "Faridabad" (in original) towards cost of EOI document as mentioned in Notice Inviting EOI.
- ii) Power of Attorney along with Board resolution (original/notarized) for authorizing the executants for issuing Power of Attorney. In case of General Power of Attorney, a true copy of the POA shall be duly notarized by Notary and in case of specific Power of Attorney, the original POA.
- iii) An undertaking on company letter head duly signed by the authorized person as per Attachment-6, attachment-7 & attachment-8.
- iv) The envelope shall be superscribed as "**Hard Copy of documents for EOI No. 2024_NHPC_788618_1**".

Out of offline documents, DD towards cost of EOI document must be strictly as per EOI conditions and if any discrepancy is found between the hard copies of the above documents and scanned copy of the same uploaded online, then the EOI uploaded on the portal shall not be considered at all any further. However, Employer may ask for additional documents / clarifications on the other documents submitted online.

12. DEADLINE FOR SUBMISSION OF EOI

- a) Complete EOI must be uploaded at the portal and hard copies of the documents mentioned in Clause 11, II of ITA must be received by the Employer at the address specified in Notice Inviting EOI not later than the time and date stipulated in the Notice Inviting EOI or extension thereof. In the event of the specified date for the submission of EOI 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 bids 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 EOIs shall continue to be the date and time specified or amendment if any.

- b) The Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of EOI by issuing an Addendum / Corrigendum in accordance with Clause 7.1 of ITA, in which case all rights and obligations of the Employer and the applicants previously subject to the original deadline will thereafter be subject to the deadline as extended.
- c) The Employer shall not be responsible if EOI could not be opened within reasonable time for reasons attributable to the Applicants or for whatsoever reasons. In such a case, the EOI shall be sent unopened and 'Archive' on the portal and shall not be considered at all any further.

13. LATE EOI SUBMISSION

- a) Online submission of the EOI will not be permitted on the portal after expiry of submission time and the applicant shall not be permitted to submit the same by any other mode. In such case, even if the applicant has submitted the specific documents in hard copy (viz., DD, Power of Attorney etc.) within the stipulated deadline, its EOI shall be considered as late and shall not be considered at all any further. Similarly hard copy(ies) of the documents, if received by the Employer after the deadline for submission of EOI prescribed in Notice Inviting EOI, then it will be considered as late EOI document even if the applicant has uploaded the EOI within the stipulated deadline. In such a case, the EOI uploaded on the portal shall be considered as non-responsive and 'Archived'. The hard copies shall be returned to applicant unopened.

14. MODIFICATION AND WITHDRAWAL OF EOI

- 14.1 After submission of the EOI the applicant can re-submit revised /modify/substitute or withdraw its EOI any number of times but before stipulated deadline for submission of EOI.
- 14.2 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 EOI by the applicant, opening of EOI etc. The applicants should follow this time during EOI submission.
- 14.3 It should be strictly noted that as per portal provisions, the EOI once withdrawn by the applicant, the applicant cannot participate in the same EOI again.
- 14.4 No EOI response can be withdrawn or modified in the interval between the EOI submission deadline and the expiration of the EOI response validity period specified in EOI documents. Withdrawal or modification of a EOI during this interval will result in the EOI as non-responsive.

E. EOI OPENING AND EVALUATION

15. OPENING OF EOIs BY EMPLOYER

The Employer will open all EOIs in the presence of applicants designated representatives who choose to attend, at the time, date, and location stipulated in the EOI document. The applicant's representatives who are present shall sign a register evidencing their attendance. Applicant(s) can also view EOI opening online on the portal <https://eprocure.gov.in/eprocure/appat> their end.

In the event of the specified date for the opening of EOI being declared a holiday for the Employer, the EOIs will be opened at the appointed time on the next working day.

All important information and any such other details as the Employer at his discretion may consider appropriate, will be announced by the Employer at the opening. This shall include but may not be limited to the Applicant's names.

16. CLARIFICATION ON EOIs

- 16.1 During EOI evaluation, the Employer may, at its discretion, ask the Applicant for a clarification of its EOI submission. The request for clarification and the response shall be in writing or email or through the portal and no change in the substance of the EOI shall be sought, offered or permitted. Reply shall be submitted by Applicant within a stated reasonable period of time. If Applicant does not provide clarifications of the information requested by the date and time set in the Employer's request for clarification, its EOIs may be rejected.

17. PRELIMINARY EXAMINATION OF EOIs

- 17.1 The Employer will examine the EOIs responses to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the EOIs are generally in order. The Employer will, thereafter check and ascertain whether the applicant fulfils the Eligibility Criteria and other requirements specified under ITA clause 3. The EOI submitted by the Applicants who meet the Eligibility Criteria set under ITA clause 3 shall only qualify for consideration and evaluation by the Employer.

- 17.2 The Employer may waive any minor infirmity, nonconformity or irregularity in EOI that does not constitute a material deviation, whether or not identified by the Applicant in its EOI response, and that does not prejudice or affect the relative ranking of any Applicant as a result of the evaluation, pursuant to ITA Clauses 18.

Also, if any discrepancy is found between the hard copies of the online documents viz. DD, Power of Attorney and scanned copy of same uploaded which tantamount to fraudulent practice by the applicant, then the online EOI shall be liable for rejection.

- 17.3 Prior to the detailed evaluation, the Employer will determine whether each EOI application is prima facie complete and is substantially responsive to the EOI Documents. For purposes of this determination, a substantially responsive EOI is one that conforms to all the terms, conditions and specifications of the EOI Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one
- (i) that affects in any substantial way the scope, quality of performance of the EOI ;or
 - (ii) that limits in any substantial way and/or is inconsistent with the EOI Documents or the Employer's rights or the successful applicant's obligations under the EOI; or
 - (iii) whose rectification would unfairly affect the competitive position of other Applicant who are presenting substantially responsive EOIs.
- 17.4 The Employer's determination of a EOI's responsiveness is to be based on the contents of the EOI itself without recourse to extrinsic evidence.

- 17.5 If a EOI application is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Applicant by correction of the nonconformity.
- 17.6 The EOI shall also be examined / evaluated on National Defence & Security considerations of the country where the site is located. The Employer reserves the right to set aside / reject the EOIs on these considerations.

18. EVALUATION METHODOLOGY:

The Applicant would be ranked on a single stage basis, where the applicant must fulfil the compulsory criteria and then evaluation of technical and financial criteria (As per NIT/ ITA Clause 3.1.1, 3.1.2 & 3.1.3) will be done and the ranking will be decided based on the score described below:

- a) The details mentioned in compulsory criteria shall have to be met by the applicant for further evaluation of technical and financial criteria.
- b) The technical and financial criteria will have the details regarding the applicant's organization, consortium memberships, legal criteria's, net worth, average turnover for the previous 3 years.
- c) Each applicant will submit a single compulsory, technical and financial criteria proposal.
- d) **Calculating of scores:**

$$ST=(T/TH) *100$$

Where,

ST- Applicant Technical criteria score

T- Technical score of the respective applicant.

TH- Highest technical score acquired by an applicant.

$$SF=(F/FH) *100$$

Where,

SF- Applicant Financial Criteria Score

F- Financial score of the respective applicant

FH- Highest financial score acquired by an applicant

$$S=(ST*0.7) + (SF*0.3)$$

Where,

S – Final Score of an applicant

NOTE: -

- i. Only those Applicant whose final score is above 60 marks will be considered for shortlisting.
- ii. The highest-scoring applicant will be ranked as H1 applicant.
- iii. 1st Tiebreaker (if scores of two or more applicants are equal): Company scoring higher marks on technical score
- iv. 2nd Tiebreaker: Company scoring higher marks on the financial score

- v. 3rd Tiebreaker: Applicant proposing Highest Equity % contribution
- vi. Applicants shall be considered for joint participation in bids invited by Government of India or its agencies for Offshore Wind Power projects based on the ranking or through a separate process, which will be intimated in due course to the shortlisted companies.

19. CONTACTING THE EMPLOYER:

- 19.1 Subject to ITA Clause 6.1, no Applicant shall contact the Employer on any matter relating to its application, from the time of the opening of applications to the time the Empanelment.
- 19.2 Any effort by an Applicant to influence the Employer in the Employer's Application evaluation, Application comparison or Empanelment may result in rejection of the Applicants' application

F. EMPANELMENT AGAINST EOI

20.1 The Employer will consider for empanelment out of those applicants whose application has been determined to be substantially responsive and attained minimum qualifying marks as per Clause 18. The Applicants shall be ranked upon their total marks attained as per Clause 18(d). In case of two or more applicant attaining same total marks, their ranking shall be decided as per Notes under ITA Clause 18.

20.2 The applicant whose application has been accepted will be notified of the empanelment by the Employer through the "Letter of Empanelment".

21. EMPLOYER'S RIGHT TO ACCEPT ANY EOI APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS

The Employer reserves the right to accept or reject any EOI Application, and to annul the empanelment process and reject all applications at any time prior to issue of "Letter of Empanelment" for any reason including National Defence & Security conditions of the country where the site is located without thereby incurring any liability to the affected Applicant or applicants.

The Applicant shall bear all costs associated with the preparation and submission of its EOI, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the empanelment process. However, the applicants who wish to seek reasons for such decision of cancellation / rejection shall be informed of 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, relation with foreign State or lead to incitement of an offence.

22. ISSUE OF LETTER OF EMPANELMENT

22.1 Prior to the expiration of the period of EOI validity, the Employer will notify the successful Applicants in writing by registered letter/ speed post / fax, that its EOI Applications have been accepted. The employer will issue the "Letter of Empanelment" to the successful applicants.

- 22.2 The “Letter of Empanelment” may be issued to single qualified applicant or any number of qualified applicants as per requirement of the employer. The Employer may at its discretion issue “Letter of Empanelment” among the selected applicant/applicants.
- 22.3 Initially, the empanelment shall be for the period of **FIVE YEARS** from the date of issue of “Letter of Empanelment”. The same may be extended further at mutually agreed terms and conditions subject to meeting the minimum financial criteria during the empanelment period.
- 22.4 “Renewable Energy and Green Hydrogen Division” (RE&GH Division) shall be Nodal Agency for implementation of scope of work required under the empanelment.

23. CORRUPT OR FRAUDULENT OR COLLUSIVE OR COERCIVE PRACTICES

It is expected from the Applicants that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) for the purposes of this provision, the terms set forth below shall mean as under:
- i) **“Corrupt practice”** means the offering, giving, receiving or soliciting directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) **“Fraudulent practice”** means a misrepresentation/omission of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
 - iii) **“Collusive Practice”** means a scheme or arrangement between two or more bidders, with or without the knowledge of Employer, designed to establish bid prices at artificial, non-competitive levels.
 - iv) **“Coercive Practice”** means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of Contract.
- (b) An EOI application may be rejected by the Employer if it is determined at any stage that the respective Applicant has engaged in corrupt or fraudulent or collusive or coercive or undesirable or restrictive practices in competing for the EOI in question.
- (d) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or default commitment or in executing the EOI.
- e) **Banning of Business Dealings:** It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the EOI process. The grounds on which Banning of Business Dealings can be initiated are as follows:
- i) If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
 - ii) If the director/owner of the Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the

- Government or any other public sector enterprises, during last five years;
- iii) If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the EOI.
 - iv) If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the EOI:
 - v) If the Agency misuses the premises or facilities of the NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
 - vi) If the Agency does not fulfill the obligations as required under the EOI and Violates terms & conditions of the EOI which has serious affect for continuation of EOI/Empanelment.
 - vii) If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
 - viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;
 - ix) On any other ground upon which business dealings with the Agency is not in the public interest.
 - x) If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

The procedure for banning of Business Dealings shall be governed as per NHPC's "Policy and Procedure for Banning Business Dealings". This policy is published in NHPC website under Integrity corner.

24. Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017

Ministry of Finance, Government of India has issued Order (Public Procurement No.4) No. F.7/10/2021-PPD (1), Dated 23.02.2023 (**Appendix-I**) mentioning Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017. Applicants have to comply with the terms and conditions of said order and its subsequent amendments and clarifications thereto. Undertaking in this regard is to be submitted as per the proforma enclosed in EOI document.

25. Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/ UT-wise hazard, maps with respect to earthquakes, winds and floods for district wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for various stake holders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various housing, building and infrastructure schemes, this atlas provides for necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of

- i) Seismic Zone (II to V) for earthquakes)
- ii) Wind Velocity (Basic Wind Velocity 55,50, 439 & 33 m/s)
- iii) Area liable to floods and Probable max. Surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region.
- vi) Landslides incidences and Annual rainfall normal
- vii) District wise Probable Max. Precipitation.

FOUR KEY INSTRUCTIONS FOR APPLICANTS

Note The following ‘FOUR KEY INSTRUCTIONS for APPLICANT must be assiduously adhered to:-

- i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of EOI submission deadline.
- ii) Register your organization on CPPP well in advance of EOI submission deadline.
- iii) Get your organization’s concerned executives trained on CPPP well in advance of EOI submission deadline.
- iv) Submit your EOI application well in advance of EOI submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

Note: Electronic procurement system will not allow any Applicant to place their EOI after the expiry of scheduled date & time. NHPC/ NIC-CPPP shall not be responsible for any delays/ problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/NIC-CPPPP.

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

8. “*Bidder*” for the purpose of the Order (including the term ‘tenderer’, ‘consultant’ ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

9. “*Tender*” for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. “*Transfer of Technology*” means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. “*Specified Transfer of Technology*” means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. “*Bidder (or entity) from a country which shares a land border with India*” for the purpose of the Order means

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:-

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-contracting in works contracts

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

Certificate regarding compliance

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

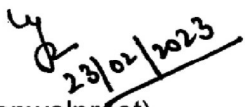
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government e-Marketplace (GeM)

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.


(Kanwalpreet)
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

Schedule I

List of Category-I Sensitive sectors:

Sr.No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

Schedule II

List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

Schedule-III

List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

ANNEXURE I

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

ANNEXURE II

Special Cases

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

ANNEXURE III

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term "tenderer", 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

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

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder 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.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

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

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

SECTION-III

INFORMATION FOR APPLICANTS

INFORMATION FOR EOI APPLICANTS

1. INTRODUCTION:

- (a) NHPC is a Mini Ratna Category-I Enterprise of the Govt. of India and among the top ten companies in the country in terms of investment base and is the largest hydropower development organization in India, with capabilities to undertake all the activities from conceptualization to commissioning of hydro projects.
- (b) NHPC's total installed capacity as on 30th Sept., 2023 is 7097.20 MW including 1546 MW in Joint Venture, comprising 6971.20 MW from 22 Hydro Power Stations, 76 MW from two Solar Power Project and 50 MW from a Wind Power Project. NHPC's hydro share of 6971.20 MW comes to about 14.88% of the country's total installed Hydro capacity of 46850.18 MW.
- (c) The company has an authorized share capital of ₹ 15,000 crores, paid-up share capital of ₹ 10,045.03 crore and an investment base of ₹ 74,715.12 crore as on March 31, 2023 and is a listed company on NSE and BSE.
- (d) NHPC Ltd generates approximately 25,000 million units of electricity per year through its network of hydro and renewable energy-based power plants spread across the country NHPC has also diversified in the field of Solar & Wind energy development etc. Furthermore, the company have planned to develop more than 27 GW of Renewable Energy Projects by 2030.
- (e) With Government of India, planning to add 50 GW of renewable energy capacity annually for next 5 years to achieve the target of 500 GW by 2030, NHPC Ltd is committed in achieving this smooth energy transition. As a part of this initiative, NHPC Ltd. also intends to venture into the development of Offshore Wind power projects and is looking into various Offshore Wind power project opportunities.

2. INTENT OF THE EXPRESSION OF INTEREST (EOI):

- a. NHPC Ltd intends to empanel Indian/Global companies for the development of Offshore Wind power projects with NHPC Ltd. as the Lead Member.
- b. Presently, there are no Offshore Wind power projects in India. Hence, NHPC Ltd. desires to collaborate with companies which have extensive prior knowledge and experience of Offshore Wind power project development across the globe.
- c. NHPC Ltd will associate with the empanelled companies to formulate and submit bids for concessions invited by the Government of India or its agencies for development of offshore wind power projects in India on Build-own-Operate basis.
- d. The interested applicants will specify the details mentioned in Section-V of this document.

- e. The qualification and selection criteria of the applicants is mentioned in Section-II of this document.
- f. For each criterion i.e., Compulsory, technical and financial, the Applicant shall upload a separate single scanned file containing all the relevant documents duly signed and stamped on each page by the authorized signatory as mentioned in Section IV of this document.
- g. Compulsory Criteria**

The Applicant shall upload a single document for Compulsory Criteria containing scanned copies of the relevant documents for the establishment of credentials as per evaluation methodology duly signed and stamped on each page by the authorized signatory.
- h. Technical Criteria**

The Applicant shall upload a single document for Technical Criteria containing scanned copies of the relevant documents for the establishment of credentials as per evaluation methodology duly signed and stamped on each page by the authorized signatory.
- i. Financial Criteria**

The Applicant shall upload a single document for Financial Criteria containing scanned copies of the relevant documents for the establishment of credentials as per evaluation methodology duly signed and stamped on each page by the authorized signatory.
- j. Based on the techno-commercial feasibility of responses in the EOI, a panel of companies will be formed for further participating in the bids through a consortium of NHPC Ltd as lead partner in any bids invited by the Government of India or its agencies for development of Offshore Wind power projects.
- k. NHPC Ltd. reserves the right to form a consortium from the shortlisted applicants identified through this EOI Process or through a separate process of selection which will be notified separately to the shortlisted companies.
- l. The intellectual property generated from the projects (a first of its kind in India) will be co-owned by NHPC Ltd. and the successful applicant. The same may be monetized separately during the commercialization of the technologies.
- m. The applicant must submit an expression of interest for empanelment with NHPC Ltd. for participating in the bids invited by Government of India or its agencies for the development of Offshore Wind power projects only.
- n. The key roles and responsibilities of the stakeholders under the projects shall include but not be limited to the following:

1) NHPC's Role:

- i. Agreed capital contribution for the development of the Offshore Wind power project (from Inception to Decommissioning) NHPC Ltd. shall provide

milestone funding based on mutually agreed milestones.

- ii. Role as the lead member or owner of the project.
- iii. After winning the bid for upcoming Offshore Wind power projects in India:
 - a. Exploration of possibilities for incorporating of joint venture Company (if envisaged) for implementation of the project(s), subject to all relevant approvals (including from respective boards of parties, DIPAM, NITI Aayog as may be required) and on such terms and conditions as may be agreed mutually, OR
 - b. To develop the project in Consortium mode.

2) Applicant's Role:

- i. Agreed capital contribution for the development of the Offshore Wind power project (from Inception to Decommissioning).
- ii. Agreed use of credentials by NHPC Ltd or the independent company (in which NHPC Ltd is the lead member) for participating in the Offshore Wind power projects bid.
- iii. After winning the bid for upcoming Offshore Wind power projects in India:
 - a. Exploration of possibilities for incorporating of joint venture Company (if envisaged) for implementation of the project(s), subject to all relevant approvals (including from respective boards of parties, DIPAM, NITI Aayog as may be required) and on such terms and conditions as may be agreed mutually, OR
 - b. To develop the project in Consortium mode.
- o. The Applicants may express their interest in respect of their offerings along with other inputs as indicated in relevant Annexures/formats.
- p. The response(s) received in the EOI will be utilized by NHPC Ltd for shortlisting the applicants for empanelment and further to jointly bid and execute the Offshore Wind power projects (Inception to Decommissioning) in India.

3. BUSINESS OPPORTUNITY FOR NHPC Ltd:

- a. NHPC Ltd.'s entry into the Offshore Wind power project Segment of Renewable Energy Projects.
- b. NHPC Ltd.'s foray into Offshore Wind power projects will be one of India's first Offshore Wind power project with state-of-the-art technologies.
- c. It will help NHPC Ltd to develop in-house expertise and subsequently develop solutions in the execution and O&M of the offshore wind energy projects.
- d. Offshore wind power projects will help to achieve NHPC Ltd.'s renewables capacity target of

27 GW by 2032.

4. BUSINESS OPPORTUNITY FOR SUCCESSFUL APPLICANT(S):

- a. NHPC Ltd. is India's largest hydropower development organization and Public Sector Enterprise under the aegis of the Ministry of Power, India. Successful Applicant(s) can have knowledge sharing regarding Power Sector Scenario in India.
- b. Considering India's ease of doing business, Successful Applicant(s) will get an opportunity to enter the Renewable Energy Business foray and establish its footprint in India.
- c. Successful Applicant's entry into the Indian Market through Offshore Wind power project Segment of Renewable Energy Projects.
- d. The consortium will help Successful Applicant to develop a strategy to further establish itself as a renewable power producer in India.

5. Confidentiality

The Applicants undertake to hold in confidence this EOI and any document related or pursuant to this EOI and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- (a) To their professional advisors.
- (b) To their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities.
- (c) Disclosures required under applicable Law, without the prior written consent of the other parties of the concerned agreements.

Provided that the applicant (s) agrees and acknowledges that NHPC Ltd may at any time, disclose the terms and conditions of this EOI and any document related or pursuant to this EOI to any person, to the extent stipulated under the applicable Law.

6. Disclaimer

- a. This Expression of Interest (EOI) has been prepared by NHPC Ltd. for a response from Indian/Global Companies for shortlisting and empanelment of companies with the intention of prospective joint participation in the bids invited by Government of India or its agencies for Development of Offshore Wind power projects.
- b. In submitting an expressed EOI in response to the EOI, the Applicants certify that it understands, accepts, and agrees to the disclaimers mentioned herewith. Nothing contained in any other provision of the EOI nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding any of the disclaimers set forth herewith.

SECTION-IV

ABBREVIATIONS, DEFINITION OF TERMS

Abbreviations, Definitions of Terms

Following terms used in the documents will carry the meaning and interpretations but not Ltd to as described Below:

1. “ACT” or "ELECTRICITY ACT, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments, and substitution from time to time.
2. “AFFILIATE” shall mean a company that, directly or indirectly, (i) controls, or (ii) is controlled by, or (iii) is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
3. “BID” or “PROPOSAL” shall mean the documents submitted by the Applicant towards meeting the compulsory, technical and financial qualifying requirements, along with the proposal submitted by the Applicant as part of its response to the EOI.
4. “APPLICANT” shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and severally, as the context may require; foreign companies participating in the EOI process shall be registered as companies as per the rules of their country of origin.
5. “COMPANY” shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to companies, as applicable, or a company incorporated in a foreign country under the laws of such country.
6. “CONTROL” shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
7. “CONTROLLING SHAREHOLDING” shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
8. “DAY” shall mean calendar day.
9. “EQUITY” shall mean Net Worth as defined in Companies Act, 2013.
10. “GUIDELINES” shall mean “Guidelines for offshore wind power Assessment Studies and Survey” issued time to time by the Indian Ministry of New and Renewable Energy including subsequent amendments and clarification thereof, if any, issued until the last date of proposal submission of this EOI.
11. “GROUP COMPANY” of a Company means: -

- i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Per- cent) or more of the share capital of such Company or;
 - iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
 - v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;
 - vi. Provided that a financial institution, scheduled bank, foreign institutional investor, Nonbanking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company developing the Project.
12. “JOINT CONTROL” shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid-up share capital).
13. “LEAD MEMBER OF THE BIDDING CONSORTIUM” or “LEAD MEMBER”: There shall be only one Lead Member, having the shareholding of not less 51% in the Bid- ding Consortium.
14. “MONTH” shall mean calendar month.
15. “NET-WORTH” shall mean the Net-Worth as defined in section 2 of the Indian Companies Act, 2013.
16. “PAID-UP SHARE CAPITAL” shall mean the paid-up share capital as defined in Section 2 of the Indian Companies Act, 2013.
17. OFFSHORE WIND POWER PROJECT” is the offshore located wind turbine based electrical

power generation project defined by single point of injection into the grid at interconnection/metering point at onshore ISTS substation or in case of sharing of transmission lines, by separate injection at offshore pooling substation point. Each offshore wind power project must also have separate control systems and metering.

18. "PROJECT LOCATION" shall mean the Offshore Wind power project area /sea-bed area anywhere globally where the offshore wind power Project is being implemented.
19. "PROMOTER" shall mean Promoter as defined in the Indian Companies Act, 2013.
20. "SELECTED APPLICANT" or "SUCCESSFUL APPLICANT" shall mean the Applicant (s) selected pursuant to this EOI, as per the EOI terms and Conditions.
21. "WEEK" shall mean calendar week.
22. "OFFSHORE WIND POWER PROJECT" or "OFFSHORE WIND POWER GENERATING SYSTEMS/ STATIONS" means the wind power project that uses wind energy for conversion into electricity through a wind turbine generator in Offshore Regions.
23. "DIPAM" shall mean Department of Investment and Public Asset Management, Ministry of Finance, Government of India.
24. "NITI Aayog" shall mean National Institution for Transforming India, Government of India.

SECTION-V

APPLICATION FORM & ANNEXURES

Format for covering letter cum undertaking

(The covering letter should be on the Letter Head of the Applicant)

To,

NHPC Ltd,
NHPC Corporate Office,
Sector 33, Faridabad,
Haryana, India-121003.

Sub.: (INVITATION FOR EXPRESSION OF INTEREST)

Ref.: EOI No. _____, dated _____ (the "EOI")

Dear Sir,

We, the undersigned [insert name of the "Applicant"] having read, examined and understood in detail the (INVITATION FOR EXPRESSION OF INTEREST).

We confirm that neither we nor any of our Parent Company/ Affiliate/ Ultimate Parent Company has submitted response other than this response directly or indirectly in response to the aforesaid EOI.

1. We give our unconditional acceptance to the EOI, issued by NHPC Ltd, as amended. In token of our acceptance of the EOI, the same has been signed & stamped by us and enclosed in the response. We hereby confirm that the provisions of the EOI shall be binding on us.
2. We have submitted our response strictly as per provisions and formats of the EOI, without any deviations, conditions and without mentioning any assumptions or notes.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by NHPC Ltd in respect of any matter regarding or arising out of the EOI shall be binding on us. We hereby expressly waive any and all claims in respect of the EOI process. We confirm that there are no litigations or disputes against us, which materially affect our ability to participate or function under the obligations with regard to EOI.
4. Self-Evaluated Score Sheet as per the table in Annexure-4
5. Minimum Agreed Capital contribution to be done by the applicant for projects to be executed by the Consortium (in percentage) of the total cost. (The Maximum agreed capital contribution must be limited to 49% which has to be in accordance with their share in project equity)- in%
6. Details of the contact person are furnished below:
Name:

Designation:

Address:

Contact numbers:

email id:

7. We are enclosing herewith the entire response containing duly signed formats in electronic format sent via email to: XYZ@nhpc.co.in as per the EOI for consideration.
8. It is confirmed that our response is consistent with all the requirements of submission as stated in the EOI and subsequent communications from NHPC Ltd, if any.
9. The information submitted in our response is complete, strictly as per the requirements stipulated in the EOI and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response.
10. We confirm that all the terms and conditions of our response are valid for acceptance for a period of 365 Days from the response Deadline.
11. We confirm that we have not taken any deviation so as to be deemed "non-responsive" as stipulated in Section-II of this EOI.
12. We understand that you are not bound to accept any response you receive.

We remain,

Yours sincerely

(Name, Designation and Signature of Authorized Person in whose name Power of Attorney is issued)

Date:

Place:

Annexure-2

Information to be submitted by applicant

(Note: Documents in support of meeting the respective requirement shall be submitted by the applicant.)

1. Name of the Company:
2. Legal status of the Company:
3. Brief description of the Company including details of its business groups/subsidiaries/affiliates:
4. Existing Manufacturing facilities – Locations, Capacity
5. Date of Incorporation:
6. Date of Commencement of Business:
7. Full address including Telephone nos. / Fax nos.:
 - a. Registered Office:
 - b. Head Office:
 - c. Address for communication:
 - d. Contact Details:
 - e. Office Address in India, if any:
8. Documents to be enclosed:
 - Compulsory Criteria – All documents related to Section-I, Clause-3.1.1
 - Technical Credentials – All documents related to Section-I, Clause-3.1.2
 - Financial Credentials – All documents related to Section-I, Clause-3.1.3
 - Self-evaluated score sheet
9. Any other documents considered relevant.

(Sign & Company Seal)
Authorized signatory

Undertaking from Independent Statutory Auditor

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor with UDIN)

Bid Ref. No:

Date:

To,

NHPC Ltd,
NHPC Office Complex,
Sector 33, Faridabad,
Haryana, India-121003

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the compulsory and technical criteria Requirements

Ref: EOI no.

Name of the EOI:

Dear Sir,

M/s. (hereinafter called Applicant) having Registered office at..... intend to participate in above referred tender of NHPC Ltd.

We, M/s..... has been appointed as Statutory Auditor for the Applicant i.e.

M/s(Relevant documents on our appointment attached)

The tender condition stipulates that the applicant shall submit supporting documents pertaining to **compulsory and technical criteria** (Requirement duly verified and certified by Statutory Auditor).

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents have been **digitally signed** by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s.__(applicant) and hereby certify following:

.....

This certificate is issued at the request of M/s.....(Applicant) for the purpose of participating in tender/s.

Thanking you,

** Strike off, whichever is not applicable.*

Annexure-3B

Undertaking from Third Party Inspection Agency

(On letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.: _____

Date: _____

To,

NHPC Ltd,
NHPC Office Complex,
Sector 33, Faridabad,
Haryana, India-121003

Dear Sir,

Subject: Authentication of veracity of documents submitted by M/s in support
of meeting the compulsory and technical criteria requirements.

Ref: EOI no:

Name of the EOI:

M/s. (hereinafter called “Applicant”) having Registered office at
..... intend to participate in above referred tender of NHPC Ltd.

The tender condition stipulates that the applicant shall submit supporting Documents pertaining to compulsory and technical criteria requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the EOI documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents has been digitally signed by us as a certificate of authenticity. We further confirm that we neither have any vested interest in aforesaid EOI nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s (Applicant) for the purpose of participating in the subject tender/s.

Thanking you,

** Strike off, whichever is not applicable.*

Annexure-4

Self-Evaluated score sheet

Sl. No	Compulsory Criteria	Description	Self-Evaluated Pass/ Fail	Supporting document reference
1	Commissioned at least 100MW of offshore wind energy capacity globally	Copies of commissioning/installation certificate, issued in the name of applicant / member/ affiliate by the competent governmental authority and/or Counterparty.		
2	Have in place an environmental policy specific to offshore Wind Project infrastructure as per international practices.	Copy of the policy		
3	Have in place a health and safety policy specific to offshore Wind Project infrastructure as per international practices.	Copy of policy		
4	Have in place a quality assurance policy specific to offshore Wind Projects as per international practices.	Copy of Quality assurance certificate by an accredited body		
5	Along with its Affiliate, not been a willful defaulter to any lender, and there is no major litigation pending or threatened against the Applicant or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Applicant to undertake	Undertaking to this effect in Section VI		

	the Project.			
6	Have in place a policy, and undertake to comply with requirements with regard to: (a) Anti-bribery; (b) Antifraud; (c) Anti-slavery; and (d) Anti-collusion.	Copy of the policy/ies and undertakings in the formats set forth in Section VI		
7	Along with its Affiliates, not been a willful defaulter with any tax laws, and there is no major tax litigation pending or threatened against the Applicant or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Applicant to undertake the Project.	Undertaking to this effect in Section VI		
8	Along with its Affiliates, not in breach of the national security	Undertaking to this effect in Section VI		
9	Decommissioning plan for the Project	Copy of the decommissioning plan		
10	Health, safety and accident record	Copy of health, safety and accident records		
11	Environmental clearance plan	Copy of plan for securing environmental clearances		

Technical and Financial Criteria:

Sl. No	Criteria	Description	Max Marks	Self-Evaluated Marks	Documents reference
Technical Criteria					
1	Experience in commissioning offshore Wind Project infrastructure	10 marks would be given to any entity having experience in offshore wind infrastructure projects	10		
2	Total capacity (MW) of offshore wind commissioned	Minimum 100 MW 3 marks: 100MW to 300 MW 6 marks: greater than 300MW to 500 MW 10 marks: greater than 500MW to 700 MW 12 marks: greater than 700MW to 900 MW 15 marks: greater than 900 MW developed	15		
3	Managing marine surveys for offshore wind development	Number of offshore wind resource assessment studies (with offshore measurement) completed	Maximum marks 4 (1 mark for each studies completed)	10	
		Number of offshore geotechnical studies completed	Maximum marks 2 (1 mark for each Studies Completed)		
		Number of geophysical studies completed	Maximum marks 2 (1 mark for each studies completed)		
		Number of met ocean measurement studies completed	Maximum marks 2 (1 mark for each studies completed)		

4	Commissioning offshore wind transmission system (no. of offshore transmission systems commissioned)	<p>Commissioned minimum 50 MW</p> <p>1 mark: 1 system commissioned with at least 50 MW capacity</p> <p>2 marks: 2 systems commissioned with at least 50 MW capacity</p> <p>3 marks: 3 systems commissioned with at least 50 MW capacity</p> <p>4 marks: 4 systems commissioned with at least 50 MW capacity</p> <p>5 marks: More than 4 systems commissioned, each of at least 50 MW capacity or 2 systems commissioned each of at least 100 MW capacity</p>	5		
5	Years of experience in owning or operating offshore wind energy projects	<p>Minimum 3 years' experience in offshore wind projects</p> <p>2 marks: Experience equal to or greater than 3 years to 5 years</p> <p>4 marks: Experience greater than 5 years to 7 years</p> <p>6 marks: Experience greater than 7 years to 9 years</p> <p>8 marks: Experience greater than 9 years to 10 years</p> <p>10 marks: Experience greater than 10 years</p>	10		
6	Experience of project management team in off shore wind projects	Minimum 5 years' post qualification experience in relevant field.	4		

7	Operation and management experience	<p>Score involves taking the following factors:</p> <ul style="list-style-type: none"> • Port facility (warehouse experience) • Experience in SCADA systems and monitoring units • Possibilities of logistics access and availability • Experience with O&M vessels <p>Manpower fleet.</p>	<p>2 marks: Upto 500 MW cumulative capacity offshore wind turbine O&M experience</p> <p>4 marks: greater than 500 MW to 1000 MW cumulative capacity offshore wind turbine O&M experience</p> <p>6 marks: greater than 1000 MW cumulative capacity offshore wind turbine O&M experience</p>	6		
8	Minimum work program for Offshore Wind Project	Offshore wind resource assessment	<p>Maximum marks: 2 (Program should envisage assessment being carried out using any of these measurement technologies:</p> <ul style="list-style-type: none"> • Met Mast (anemometer) • LIDARs • Floating LIDARs) 	10		

		Offshore geotechnical	<p>Maximum marks: 4</p> <p>(Programme should envisage carrying out all of these technical requirements:</p> <ul style="list-style-type: none"> · Cone penetration tests, Seabed frame · Boreholes with sampling; · Boreholes, blind drilling; · CPTs, down the hole; · Boreholes with PS-logging, selected boreholes; · Seismic CPTs, selected location; · Laboratory testing, Classification tests; · Laboratory testing, advance soil tests; · 3D integrated ground model) 			
		Offshore geophysical	<p>Maximum marks: 3</p> <p>(Programme should envisage carrying out all of these technical requirements:</p> <ul style="list-style-type: none"> · Geological survey · Bathymetric mapping · Grab sampling 			

			<ul style="list-style-type: none"> · Seismic investigation · Screening of ferrous object using magnetometer) 			
		Metocean assessment (Using metocean model)	Maximum Marks 1			

Sl. No	Criteria	Description	Max Marks	Self-Evaluated Marks	Documents reference
Financial Criteria					
1	Average Annual Net Worth during last 5 (Five) FY ending 31st March 2023	<p>Minimum value INR 1250 crore</p> <p>2 marks: Net-Worth equal to or greater than INR 1250 crore to INR 2500 crore</p> <p>4 marks: Net-Worth greater than INR 2500 crore to INR 3,000 crore</p> <p>6 marks: Net-Worth greater than INR 3,000 crore to INR 4,000 crore</p> <p>8marks: Net-Worth greater than INR 4,000 crore to INR 5,000 crore</p> <p>10 marks: Net-Worth greater than Rs 5,000 crore</p>	10		
2	Average Annual turnover during last 3 (three) FY (i.e., FY 2020-21,2021-22, 2022-23)	<p>Minimum INR 500 crore</p> <p>2 marks: Turnover equal to or greater than INR 500 crore to INR 1,000 crore</p> <p>4 marks: Turnover greater than INR 1,000 crore to INR 1,500 crore</p> <p>6 marks: Turnover greater than INR 1,500 crore to INR 2,500 crore</p> <p>8 marks: Turnover greater than INR 2,500 crore to INR 3,500 crore</p> <p>10 marks: Turnover greater than INR 3,500 crore</p>	10		
3	Plan for meeting funding requirements for the Project	Marks would be awarded based on the experience and satisfactory plan provided	5		

Sl. No	Criteria	Description	Max Marks	Self-Evaluated Marks	Documents reference
4	Fund raising experience	1 mark: Fund raising experience equal to or greater than INR 500 crore to INR 1,000 crore 2 marks: Fund raising experience greater than INR 1,000 crore to INR 3,000 crore 3 marks: Fund raising experience greater than INR 3,000 crore to INR 4,000 crore 4 marks: Fund raising experience greater than INR 4,000 crore to INR 5,000 crore 5 marks: Fund raising greater than INR 5,000 crore	5		
TOTAL SCORE (Technical Criteria+ Financial Criteria)			100		

General Information*Applicants are requested to complete the information*

1.	Name of firm										
2.	Head office address	Country:									
3.	Telephone Fax Email	Contact Person(s) Name Title/Position									
4.	Place of incorporation / registration Date										
5.	Legal status of firm Field of speciality in business										
6.	Number of present permanent employees:	<table border="1"> <thead> <tr> <th>Detail</th> <th>Civil Engineers</th> <th>Other Engrs</th> <th>Non Engineering</th> </tr> </thead> <tbody> <tr> <td>Nos.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Detail	Civil Engineers	Other Engrs	Non Engineering	Nos.			
Detail	Civil Engineers	Other Engrs	Non Engineering								
Nos.											
7.	Quality assurance system in head office	Certified by:									
8.	Agent or representative in INDIA Name Address Telephone	(if exists) Fax & Email									

Date

Signature

SECTION-VI

FORMATS & UNDERTAKINGS FOR EOI SUBMISSION

Undertaking regarding Willful Defaulter

(To be submitted on the letterhead of the Applicant)

We hereby provide this undertaking to NHPC Ltd, in respect to our response to EOI No. dated, that M/s..... *(insert name of the Applicant)*, or any of its Affiliates is:

(a) not a wilful defaulter to any lender, and that there is no major litigation pending or threatened against M/s..... *(insert name of the Applicant)* or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Applicant to undertake the Project;

(b) not a wilful defaulter with any tax laws, and there is no major tax litigation pending or threatened against M/s *(insert name of the Applicant)* or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Applicant to under- take the Project; and

(c) not in breach of the national security of India.

(Signature & Name of the Authorized Signatory)

Undertaking regarding Anti-Bribery

We hereby provide this undertaking to NHPC Ltd in respect to our response to EOI *vide* EOI No. dated, that M/s.....(*insert name of the Applicant*), its Affiliates, and our/ their directors, officers, employees, agents, and anyone acting on its/ their behalf:

- i. will comply with the Indian Prevention of Corruption Act, 1988*, and other laws in India applicable to offences relating to or resulting in corruption and bribery and resolutions available in case of occurrence of corruption or bribery (e.g., Indian Penal Code, 1860, Prevention of Money Laundering, 2002, Central Vigilance Commission Act, 2003, and the Lok Ayukta Acts of various states);
- ii. have not corruptly offered, paid, promised to pay, or authorized the payment, and will not corruptly offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to a public official, to any political party or official thereof or any candidate for political office, or to any person, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any official, to any political party or official thereof, or to any candidate for political office, for the purpose of:
 - a) influencing any act or decision or inaction of the public official, political party, party official, or candidate for political office or securing any improper advantage; or
 - b) inducing such public official, party, party official, or candidate to use his, her, or its influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality; or
 - c) to assist in obtaining or retaining business for or with or directing business to, any person.
- iii. have not made and will not make any facilitating or “grease” payments;
- iv. have not offered, promised, or paid, and will not offer, promise, or pay, any bribe or kickback to any employee or other member of a commercial enterprise to induce or reward improper performance;
- v. will instruct and adequately train its directors, officers, employees, agents, and anyone acting on its behalf to adhere to these requirements regarding illegal, improper, or facilitating payments in connection with all services provided.

* Include reference, as applicable, to the US Foreign Corrupt Practices Act and/ or the UK Bribery Act.

(Name and Signature of the Authorized Signatory)

Undertaking regarding Anti-Fraud

We hereby provide this undertaking to NHPC Ltd in respect to our response to EOI *vide* EOI No. dated that:

- i. M/s (*insert name of the Applicant*) is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- ii. M/s (*insert name of the Applicant*) is solvent and, in a position, to continue doing business for the period stipulated in the contract after contract signature, if selected as the successful Applicant;
- iii. persons having powers of representation, decision making or control over the Applicant have not been convicted of an offence concerning their professional conduct by a final judgment;
- iv. persons having powers of representation, decision making or control over the Applicant have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist- related offences, child labour, human trafficking or any other illegal activity;
- v. M/s (*insert name of the Applicant*) is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Applicant is established;
- vi. M/s (*insert name of the Applicant*) is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
- vii. M/s (*insert name of the Applicant*) has declared to NHPC Ltd any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
- viii. M/s (*insert name of the Applicant*) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect undue or illegal benefit (financial or otherwise) arising from a procurement contract or the award thereof (other than reflected in the contract amount);
- ix. M/s (*insert name of the Applicant*) has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse; and
- x. M/s (*insert name of the Applicant*) understands that a false statement or failure to

disclose any relevant information which may impact upon the NHPC Ltd's decision to award a contract may result in the disqualification of the Applicant from the EOI exercise and/ or the withdrawal of any offer of a contract. Furthermore, in case any contract has already been entered into, the contract may be rescinded with immediate effect, in addition to any other remedies which may be available under contract or by law.

(Name and Signature of the Authorized Signatory)

Undertaking regarding Anti-Slavery

We hereby provide this undertaking to NHPC Ltd in respect to our response to EOI vide EOI No. dated, that M/s..... (insert name of the Applicant):

- i is committed to safeguarding the principles set out in the Immoral Traffic (Prevention) Act, 1956 against modern slavery and human trafficking;
- ii is committed to maintain the transparency in its business practices and working conditions in a bid to prevent people being treated as commodities and maintaining human dignity;
- iii shall ensure that its hiring and remunerative practices are continually compliant with the relevant legislative requirements;
- iv has zero tolerance towards slavery and human trafficking and shall communicate its modern slavery and human trafficking policy to all suppliers, contractors and business partners;
- v shall not support, deal with or partner with any such business knowingly involved in slavery or human trafficking;
- vi shall terminate its relationship with any employee or business found in breach of this statement;
- vii shall provide sufficient resources, internal training and make investments to ascertain that slavery or human trafficking is not taking place within the organization itself or any of its supply chains.

(Name and Signature of the Authorized Signatory)

Undertaking regarding Anti-Collusion

In respect to our response to EOI vide EOI No. dated, M/s
(insert name of the Applicant) hereby certifies and confirms that:

- (i) in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive; and
- (ii) we have not proposed nor will proposal any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

(Name and Signature of the Authorized Signatory)

Undertaking regarding OM No. F.7/10/2021-PPD (1) Dated 23.02.2023

(To be submitted on Letter Head of the Company)

This is with reference to OM no. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I 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 fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the response to EOI will be rejected.

(Name and Signature of the Authorized Signatory)

**DECLARATION REGARDING INSOLVENCY PROCEEDINGS UNDER
INSOLVENCY AND BANKRUPTCY CODE 2016**

**Subject: Expression of Interest (EOI) From Any Indian/Global Company FOR
“Empanelment with NHPC Ltd regarding the Development of Offshore Wind Power
Projects in India”**

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 till the time of issue of Letter of Empanelment,
..... (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 EOI and
banning of business dealing as per terms and conditions of Guidelines of banning of business
dealings.

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

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

**FORM OF DECLARATION OF INELIGIBILITY
UNDERTAKING**

(To be submitted on Letter Head of the Company)

I/ We, M/s (Name of Applicant)
hereby certify that I/we are not under the declaration of ineligibility for banning/
de-listing/ black listing/ debarment from business on the ground mentioned in Para
of Guidelines on Banning of Business Dealing at the time of submitting of bid and
shall intimate immediately of any such banning/de-listing/black listing/ debarring
after submission of bid till the issue of Letter of Empanelment.

(Seal & Signature of the Bidder)

Guidelines on Banning Business Dealings

1. Introduction

NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.

- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

- 2.1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.
- 2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.
- 2.3 These guidelines shall apply to all the units of NHPC.
- 2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.
- 2.5 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future Business Dealing.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

- i) **“Agency /Party / Contractor / Supplier / Bidders/Vendors”** shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. **“Party / Contractor/ Supplier / Bidder/Vendor”** in the context of these guidelines is indicated as ‘Agency’.
- ii) **“Unit”** shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.
- iii) **“Competent Authority”** and **‘Appellate Authority’** shall mean the following:

- a) For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)
 - Competent Authority: CMD
 - Appellate Authority : Board of Directors

- b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)
 - Competent Authority: Concerned Director/Executive Director as the case may be
 - Appellate Authority: CMD /Concerned Director as the case may be

- c) For works awarded/under tendering from Corporate Office / Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)
 - Competent Authority in case of works awarded/under tendering from Corporate Office/Regional office shall be CGM or GM of the concerned division as the case may be.

 - Competent Authority: Head of the Unit not below the rank of General Manager
 - Appellate Authority: Next higher authority

- iv) **“Investigating Committee”** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

- 5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation

committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

- 5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works awarded/under Tendering from Corporate office) .In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.
- 5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.
- 5.5 The format for intimation of suspension of business dealing is placed at **Annexure-8B**.

6.0 Ground on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;
- 6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;
- 6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.
- 6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;
- 6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.
- 6.6 If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- 6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.
- 6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of

EOI for Empanelment with NHPC Ltd regarding the Development of Offshore Wind Power Projects in India
a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;

- 6.9 On any other ground upon which business dealings with the Agency is not in the public interest.
- 6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Procedure for Banning of Business Dealings

- 7.1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.
- 7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.
- 7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:
- (a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
 - (b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 "Show Cause Notice".
 - (c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
 - (d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 Show Cause Notice

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' (as per format at Annexure -2C of these guidelines)

shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NHPC, necessary facility for inspection of documents may be provided.

During the conductance of oral hearing, only the regular duly authorized employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Committee for obtaining final decision of the Competent Authority in the matter.

- 7.5** In case, no reply to Show Cause Notice is received from the Agency within stipulated time, further reminder shall be given with further period of 10 days thereafter if no reply is received action for processing ex-parte against the concerned Agency shall be initiated.

Speaking Order

The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose. The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Annexure-8D**.

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency,

intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NHPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NHPC then banning period of Agency shall be extended by another one year.

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

During the Suspension/ Banning period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-

Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor /Sub-Contractor earlier.

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency. Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

7.8 Hosting at NHPC website

The concerned unit shall forward the name and details of the Agency (ies) banned along with period and reasons of banning to IT&C Division of Corporate Office for displaying the same on the NHPC website.

8.0 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal and call the Agency for personal hearing , if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Annexure-8E** with these guidelines).

9.0 Circulation of the names of Agencies with whom Business Dealings have been banned

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the units of NHPC.

The provisions of this policy supersede and will have overriding effect on all earlier guidelines, procedures & system issued for the similar purpose.

(Format for Intimation of Suspension of business dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas The work of was awarded to your firm vide letter of award no ...dt.... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) Nodt. you have submitted your bid . (strike out whichever is not applicable)

Whereas the conduct of your firm in respect of the following is under investigation:

Brief of the default

“Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serious nature and decided pending investigation, it is not in the interest of the corporation to continue business dealing with your firm

This order shall have the following effects:

- (i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension
- (ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- (iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and Price Bids have already been opened, the tendering process will be continued
- (v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi) (a) In case the Firm is in Joint Venture the following would also be applicable:

(i) Participation of Agency in Joint Venture

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) Banning of joint Venture:

If the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

(b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

(c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equipment has been supplied by such Agency.

(d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

On expiry of the above period of Suspension/Banning, you may approach...

(Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

Yours faithfully,

For & On behalf of NHPC.

Note: Strike out whichever is not applicable

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

.....

Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to Show Cause in writing within 15 days from the date hereof why Business Dealing with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and be debarred from entering into any contracts with NHPC for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case, you desire to present your case in person to NHPC, a personal hearing shall be conducted onat hours for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of NHPC.

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To

M/s

Attn.: Shri

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of was awarded to your firm vide letter of award no ...dtd.... amounting to Rs. OR In response to NHPC NIT (e-tender / physical tender) nodt. you have submitted your bid .(strike whichever is not applicable)

Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation.

“ Brief of the Default may be mentioned”

Whereas show cause notice vide no ... dtd....was served upon you. (whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any). Whereas you submitted the reply along with documents vide your letter no. _____ dt. _____ and presented your case in the personal hearing dated (if any) . After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated(if any), it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC.

(In order to make the Intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a Show Cause Notice and consideration of representation in reply to show cause notice , opportunity of personal hearing, if any, shall be communicated to the Agency concerned along with a reasoned order. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no reply to the Show Cause Notice was received or request for personal hearing was not made shall invariably be indicated in the communication to the Agency. The above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice / or any unethical practice and/or violation of any provision of Tender/Contract Condition having serious implications.)

This order shall have the following effects:

- (i) Further business dealings with your firm is banned with immediate effect . The order of Banning would operate for a period ofyears/month Competent Authority may extend the period of Banning.

- (ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.
- (iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- (iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.
- (v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.
- (vi)(a) In case the Firm is in Joint Venture the following would also be applicable:

i) Participation of Agency in Joint Venture

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in Joint Venture.

ii) Banning of joint Venture:

As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

- (b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

- (c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

(d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

On expiry of the above period of Banning, you may approach..... (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

Further if you desire to appeal against this order you may do so within 30 days from the date of issue of this order to the appellate authority as here under:

Appellate Authority :

Designation:

Address:.....

Ph . no.

e-mail :

Yours faithfully,

For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

(Format for communication of Appellate Decision on Suspension/Banning Order)

BY REGD. POST/SPEED POST/COURIER

No.....

Date.....

To, M/s

Attn.: Shri

Sub: Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority

Ref: 1. Order dated Placing M/s on Suspension/B by NHPC

2. Your Appeal reference Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Suspension/Banning List and your appeal petition reference dt.... on the same.

After considering the findings of the Original Authority in order and submissions made by you in your appeal , and the documents/documentary evidences available on record, it has been decided finally that :

- * There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of years/month from the date of order, as ordered by the original Authority is upheld,
- * Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld , but with a reduction in period of Suspension/Banning for years/months from the date of order of original authority;
- * Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable

##In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defense and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication, The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication to the Agency. In case the option for Banning of Agency or reduction of Time Period for Banning of Agency is exercised then the above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,
For & On behalf of NHPC