



NLC INDIA LIMITED
(formerly Neyveli Lignite Corporation Limited)
(‘NAVRATNA’ GOVERNMENT OF INDIA ENTERPRISE)
OFFICE OF THE GENERAL MANAGER/CONTRACTS
CORPORATE CONTRACTS DIVISION, CORPORATE OFFICE:
BLOCK-1, NEYVELI –607 801, TAMIL NADU
(REGD. OFFICE: No.135, EVR PERIYAR
HIGH ROAD, KILPAUK, CHENNAI – 600 010)



DOMESTIC COMPETITIVE BIDDING

INVITATION FOR BID

Tender No.CO CONTS/0017K/PV Solar /e-contrs/2020, Dt.09.12.2020

1.0 INVITATION FOR BID

Online Bids in English are invited by NLC India Limited, Neyveli for “**Setting up of 10 MW (AC) Grid Interactive Captive Solar PV Power Project at Neyveli TS, Under Engineering, Procurement (Excluding PV Module) & Construction (EPC) mode.** on Domestic Competitive Bidding Basis. Bids are invited in Two Part (Part-I and Part-II) system followed by Reverse Bidding (Details of Reverse Bidding is available in the Tender document) as per the details given below:

1.1 Introduction about NLCIL

The NLC INDIA LIMITED (formerly Neyveli Lignite Corporation Limited) is a Navratna, Government of India enterprise registered under the Indian Companies Act 1956, engaged in mining of lignite and power generation in Neyveli, Tamilnadu State and Barsingsar, Rajasthan State in India.

NLCIL is a Central Government Public Sector Undertaking (PSU) functioning under the administrative control of the Ministry of Coal. It has an integrated facility at Neyveli with three lignite mines with combined production capacity of about 28.5 MTPA supplying lignite to four nos. of pit-head, thermal power stations having a total generating capacity of 3490 MW.

The first thermal power station (TPS-1) was commissioned in 1962 with a capacity of 600 MW (6 x50 MW + 3x100 MW) and same was decommissioned during September 2020. TPS-II of 1,470 MW (7 x 210 MW), TPS-I Expansion 420 MW (2 x 210 MW) and TPS-II Expansion 500 MW (2 x 250 MW) and one unit of Neyveli New Thermal Power Project (NNTPP) of 2x500 MW capacity were commissioned. The Capacity of Lignite based Power Station at Barsingsar,

Rajasthan is 250 MW (2x125MW) with 2.1 MTPA Lignite. The present total power generation capacity of NLC India Ltd's Thermal Power Stations is 3140 MW.

Further, the Government of India had allocated the TALABIRA-II & III Coal Block (Located in Jharsuguda & Sambalpur Districts of Odisha State) on 02nd May 2016 to NLCIL and coal was exposed. The net mineable reserve in this mine is assessed as 553.98 MT with normative capacity of 20 MTPA (peak 23 MTPA).

NLC India Ltd has also formed a joint venture (JV) Company with the Tamil Nadu Electricity Board in the name of NLC Tamilnadu Power Limited (NTPL), with 89:11 equity participation and commissioned 2 x 500 MW coal based Thermal Power Project at Tuticorin in the State of Tamil Nadu.

NLCIL has also formed another JV Company viz., Neyveli Uttar Pradesh Power Ltd, (NUPPL) with Uttar Pradesh Rajya Vidyut Utpathan Nigam Ltd (UPRVNUL) with 51:49 equity participation, to set up a Coal Based Supercritical Power Plant of capacity 3X660 MW at Ghatampur, near Kanpur, U.P. For supply of coal to this project, the Government of India had allocated the Pachwara South Coal Block (Located in Dumka District of Jharkhand State) to NUPPL on 25.07.2013. The net mineable reserve in this mine is assessed as 300 MT with normative capacity of 9 MTPA.

NLC India Ltd. Presently executing Neyveli New Thermal Power Project of 2x500MW capacity, as a Greenfield project, at Neyveli, Cuddalore District of Tamil Nadu in which one Unit has been commissioned on 19.12.2019.

Apart from the above, NLCIL is in the process of further expansion in Neyveli, to set up a third mine with a linked 2X660 MW lignite based supercritical power project and also in process to set up 3x800MW coal based supercritical power project Located in Jharsuguda District of Odisha State.

NLC India Ltd also ventured into renewable energy sector and executed Solar PV units of capacity 140 MW in Neyveli (1X10 + 2X65 MW) and 1209 MW Solar (500 MW + 709 MW) in the state of Tamilnadu. NLC India Ltd has also Installed of 2x10MW (AC) Grid interactive Solar PV Power Project at Andaman.

NLC India Ltd has also installed 51 MW (34X1.5MW) wind mills in Southern Tamilnadu. Increasing the capacity under renewable energy sector further is under progress. To know more about NLCIL, visit NLCIL's website www.nlcindia.com.

1.2 Invitation

NLC India Ltd (hereinafter referred to as "NLCIL / Owner / Purchaser"), invites Online bids for Part-I: QR and Techno-commercial Bid and Part-II: Price Bid in the manner detailed in Section-3 of Volume-IA for the scope of Setting up of 10 MW (AC) Grid Interactive Captive Solar PV Power Project at Neyveli TS, Under Engineering, Procurement (Excluding PV Module) &Construction (EPC) mode.

which includes Design, Engineering, Manufacture, Supply (**Excluding PV Module**), Erection, Commissioning etc. at Neyveli. The tender is floated through Domestic Competitive bidding (DCB) route and the bid is open to bidders from within Purchaser's country only. This Tender Specification is meant for inviting bids from prospective SDO for the scope of work given in the Tender Specification.

Tender No.CO CONTS/0017K/PV Solar /e-contrs/2020, Dt.09.12.2020.

1.3 Brief Scope of Work

The brief scope of works consists of: design, engineering, manufacture, inspection, shop testing, supply, packing & forwarding to site, transportation, unloading, storage, preservation and handling at site, painting, erection, associated civil, structural, electrical and C&I works, Insurance, supervision, pre-commissioning, testing, commissioning and performance testing including Guarantee and warranty obligations on complete EPC basis, supply of tools & tackles and mandatory spares, first fill of consumables including chemicals, oils and lubricants with topping up requirements for Setting up of 10 MW (AC) Grid Interactive Captive Solar PV Power Project at Neyveli TS, Under Engineering, Procurement (Excluding PV Module) & Construction (EPC) mode., Tamil Nadu and handing over to the Purchaser an operating plant. For technical details, respective technical specification shall be referred.

1.4 Maintenance Scope

The maintenance scope of bidder covers all the maintenance works, upto completion of Performance Assessment Test. In case of any delay or dispute by the contractor, the purchaser may carry out the maintenance works on necessity and back charge the bidder during the period prior to completion of trial operation. The bidder shall also carry out major repairs and replacement under warranty obligations until the completion of warranty period, including the spares if any. The bidder may post sufficient staff for O & M guidance until the completion of warranty period. In case the bidder fails to carry out any repair or replacement during the warranty period the purchaser shall carry out such repairs or replacement at his discretion at the risk and cost of the contractor. The spares required for such repair/replacement may be spared to the contractor if available with the purchaser. The same scope is to be considered regarding the maintenance specified elsewhere in the specification.

1.5 Bidding Details

| | | | |
|----|---|---|---|
| 1. | Cost of tender document | : | Rs.10,000/- (Rupees Ten Thousand only) |
| 2. | Bid Guarantee | : | Rs. 21,00,000/- (Rupees twenty one lakh only) |
| 3. | Date of Starting of submission of Bids | : | 24.12.2020 @ 11.00 hrs (IST) |
| 4. | Last date and time of Registration by Remitting Cost of tender document | : | 08.01.2021 up to 17.00 hrs (IST) |
| 5. | Last Date & Time of submission of Bids | : | 11.01.2021 up to 14.30 hrs (IST) |

| | | | |
|----|--|---|---|
| 6. | Date & Time of opening of Part-I and Physical Cover | : | 11.01.2021 up to 15.00 hrs (IST) |
| 7. | Pre Bid Conference | : | 23.12.2020 at 11.00 hrs. through Video Conference The points for discussion shall be furnished in advance both in hard and soft copy to the under signed and also to the following E-mail ID: gmconts_co@nlcindia.in |
| | Note: Bidders who are interested to participate in the Pre bid Meeting are requested to Register their Name, Company name and address, Mobile Phone No. and e-Mail ID through e-mail to gmconts_co@nlcindia.in to enable us to send the link for participating in the Pre bid meeting. | | |

1.6 Qualifying Requirements (QR) of the Bidders:

The Bidder shall meet the qualifying requirements stipulated in any one of the qualifying. In addition, the Bidder shall also meet the requirements stipulated under Financial Criteria.

Technical criteria

- 1.6.1 The Bidder should have executed works of similar nature within the last seven years as given below as on the original scheduled date of tender opening.

One similar completed work of value not less than Rs 16.07 crores.

OR

Two similar completed works of value each not less than Rs 10.05 crores.

OR

Three similar completed works of value each not less than Rs 8.04 crores.

The term “Similar works” means works experience of Design, Engineering, Supply, Erection, Testing and commissioning of ground mounted Solar power project with associated HT power evacuation system including or excluding supply of solar PV modules.

- 1.6.2 Bidder who doesn't fulfil the qualifying requirements stipulated in Clause 1.6.1 above by himself can also participate provided he collaborates with a firm and together they fully meet the qualifying requirements stipulated in Clause 1.6.1 above and the Collaborator should furnish along with bid a valid collaboration agreement to execute this project and a back-up Bank Guarantee as required in the relevant clauses.

OR

The Bidder can also be a leader of a consortium consisting of not more than two firms, such that together they meet the Qualifying Requirements stipulated in Clause 1.6.1 above and the member of the consortium should furnish back-up Bank Guarantee as required in the relevant clauses. In case of bidding by a Consortium, the consortium partner shall necessarily identify a leader of the Consortium who will furnish the Consortium Agreement and the consortium partner shall execute a Joint Deed of Undertaking in which the partner is jointly and severally liable to the Owner for successful performance of the contract.

OR

The Bidder can also be a Joint Venture Company, provided the qualifying requirement stipulated in clause 1.6.1 above is met by any one or more partners of the Joint Venture (JV) Company. Each partner of the JV Company on the basis of whom the JV Company gets qualified shall have minimum 26% equity in the JV Company and should furnish the back-up Bank Guarantee as required in the relevant clauses.

Financial Criteria:

- 1.6.3 The Bidder and their Collaborator/Consortium member, if any shall have positive Net Worth as per their latest audited financial statements individually. In case of the Bidder being a Joint Venture Company, each and every one of the Promoters of the said Joint Venture Company shall have positive Net Worth as per their latest audited financial statements.
- 1.6.4 Average Annual Turn Over of the Bidder, combined Average Annual Turn Over of the Bidder and Collaborator, combined Average Annual Turn Over of the Consortium partners and the combined Average Annual Turn Over of all the promoters of the Joint Venture Company, as the case may be, shall not be less than Rs. 6.0Cr for taking up 10MW project in the preceding three (3) consecutive financial years as on the original scheduled date of tender opening.

1.6.5 OTHER CONDITIONS

- 1.6.5.1 The Bidder or the Bidder with Collaborator or the Consortium or the Joint Venture Company as the case may be, shall attach documentary evidence to prove that the qualifying requirements mentioned in Cl.1.6.1 above are met by him / them, along with the bid in the form of user certificate together with full contact details for verification.
- 1.6.5.2 In case of participation by the Bidder with Collaborator, the bidder shall furnish a copy of valid Collaboration Agreement along with the bid, for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations. In case of participation by the Bidder as a Consortium, the bidder shall furnish a copy of valid Consortium Agreement and Joint Deed of Undertaking along with the bid, for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations. In case of participation by the Bidder as a Joint Venture Company, the bidder shall furnish a copy of valid Joint Venture Agreement along with the bid, for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations.
- 1.6.5.3 (a) The successful bidder to whom the work is awarded, shall be required to furnish two Contract Performance Guarantees (CPGs) as follows, in the form of an on-demand Bank Guarantee for the faithful performance of the contract.
 - (i) 5% CPG of total contract price for supply and services towards faithful performance of BoS. This BG shall be valid till expiry of 90 days beyond the successful completion of Performance Assessment period (12 months). In case of any extension of Performance Assessment period, the 5% CPG shall be extended accordingly and NLCIL reserves right to encash the CPG in case of non-fulfilment of contractual obligations during the above period.
 - (ii) Another 5% CPG of total contract price for supply and services towards faithful performance of supplied items of BoS. This BG shall be valid till expiry of 90 days beyond five years performance during O&M to be executed by another agency, after warranty period and NLCIL reserves right to encash the CPG in case of non-fulfilment of contractual obligations during the above period. During the

warranty period, NLCIL reserves right to encash both the CPG in case of non-fulfilment of contractual obligations.

(iii) However, the successful bidder shall be allowed to furnish the second 5% CPG towards faithful performance of supplied items of BoS, initially for 3 years, which is to be extended for further period of 3 years till expiry of 90 days beyond completion of performance period and NLCIL reserves right to encash the CPG in case extended CPG is not furnished by the bidders at least 60 days prior to expiry of original CPG.

- 1.6.5.4 The bidder or the bidder with collaborator or all individual firms in the Consortium or all partners in the Joint Venture Company, as the case may be, shall furnish their audited profit and loss accounts and balance sheets for the preceding three (3) financial years from the scheduled date of bid opening.
 - 1.6.5.5 The bidder cannot be a collaborator /consortium Partner/ JV partner for other bidder(s) who are bidding for this tender
 - 1.6.5.6 NLCIL reserves the right to ask the bidders to furnish the certified copies of experience certificates attested by a Notary Public and the experience outside India shall not be considered for qualifying requirement.
 - 1.6.5.7. The Bidder shall submit End User Certificate which is subject to verification for qualification. In case the bidder furnishes the end, user certificates showing the experiences of their subsidiary or group companies or companies under the same Management, a confirmation from the firm which is having the experience in this regard is to be enclosed along with end user certificate. In case of end user certificates are furnished by the Bidder from the subsidiary or group companies or companies under the same Management, in addition to End User Confirmation, NLCIL reserves the right to inspect such installations where such certificates are obtained by the Bidder, only if the Bidder facilitates necessary inspection of such installation by the purchaser. However, cost pertaining to the purchaser's personnel for such inspection shall be borne by the purchaser.
 - 1.6.5.8 NLCIL reserves the right to inspect the plant(s) referred to by the bidders as well as the original documents submitted in support of their claim to assess its veracity
 - 1.6.5.9 The bidder shall furnish major legal cases and their statutory liabilities if any.
 - 1.6.5.10 The bidder shall also possess a valid certificate of registration under GST and the same should be furnished along with tender documents.
 - 1.6.5.11 The bidder should have (obtained / holder of) the Permanent Account Number (PAN) under the income tax act and production of the documents relating to same are mandatory. To ensure that the bidder is not a defaulter in payment of income tax as evidenced by income tax assessment records for four consecutive years prior to bidding, it is mandatory for the bidder to provide the self attested printout of the online IT Statement indicating zero tax liabilities for four consecutive years prior to bidding along with the tender documents. NLCIL reserves the right to send the same to the income tax department for verification. (In this regard, the bidder can seek the help of the auditor in case of any doubt or otherwise.)
 - 1.6.5.12 In case of participation by the Bidder with Collaborator or the Consortium or the Joint Venture Company as the case may be, the above clauses 1.6.5.10 and 1.6.5.11 shall applicable to the partners also.
- 1.6.6 Lands for Project site: The land for the solar power project will be provided by NLCIL at Neyveli Township premises near 33/11KV Substation (SS-II) of NLCIL located near Thermal Power Station-I. It consists of 2 plots adjacently identified measuring approximately 22 Acres (Area A) & 28 Acres (Area B).

1.7 Public Procurement Policy (Preference to Make in India)

The bidder shall take note of the following as per Department for Promotion of Industry and Internal Trade (formerly, Department of Industry Policy and Promotion), Ministry of Commerce and Industry, Government of India, Public Procurement (Preference to Make in India) Order 2017 – Revision; Dt: 16.09.2020 and confirm compliance to the requirements in this regard as indicated below:

1.7.1 Definitions:

- i. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ii. 'Class -I local supplier', means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under order dt. 16.09.2020.
- iii. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under order dt. 16.09.2020.
- iv. **Minimum local content:** The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class – II Local Supplier', the 'Local Content' requirement is minimum 20%. For the items, for which Nodal Ministry Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for Class – I local supplier / Class – II local supplier respectively.
- v. 'Non-Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier' under order dt. 16.09.2020.
- vi. 'RL1/R1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjusted in the evaluation process as per the tender or other procurement solicitation.
- vii. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the RL1/R1 for the purpose of purchase preference.
- viii. 'Nodal Ministry' means the Ministry of Department identified pursuant to this order in respect of a particular item of goods or services or works.
- ix. 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and

includes Government companies as defined in the Companies Act.

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

1.7.2 Eligibility Class:

Class-I local supplier only.

1.7.3 Margin of Purchase Preference: Not Applicable

1.7.4 Verification of local content:

- a. The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per the Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

1.7.5 Reciprocity Clause:

Entities of Countries which have been identified by the nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

The term 'entity' of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder 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(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 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 persons.
- VI. 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.

Model Certificate

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

Model Certificate for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

The above said order will not apply to bidders from those countries (even if sharing a land border with India) to which, Govt. of India has extended lines of credit or in which, and the Govt. of India is engaged in development projects
(Order Public Procurement No.2)

Note: The Bidders are requested to note that the bids will be evaluated taking into consideration the orders mentioned in the above Clauses (Cl.1.7 and Cl.1.8.).

1.9 Certification for testing:

Ministry of Power issued following directions vide Order 25-11/6/2018-PG, dt.02.07.2020 to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country and the bidder has to comply with the same:

- (1) All equipment, components, and parts imported for use in the power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
- (2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).
- (3) Any import of equipment components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India.
- (4) Where the equipment/ components/ parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP). This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

1.10 Time Schedule:

The contractor shall complete Design, Engineering, Manufacture, Inspection at Supplier's works, Supply, Insurance, transport, storage, erection, testing, commissioning with associated HT power evacuation system at NLCIL's 33/11KV Substation-II (SS-II) and 110KWp bifacial systems for auxiliary consumption complete with all accessories excluding supply of solar PV modules **within 8 months from the date of issue of LOA.**

1.11 Bid Guarantee

- i) Bidder is required to submit Bid guarantee of **INR.21,00,000/-** (Rupees Twenty One Lakh Only) along with the Bid (Part-I) in the form and manner as described in the instructions to Bidders.
- ii) The Bid Guarantee shall be either in the form of Bank Guarantee valid for 300 days from the date of opening of Part-I bids or demand draft for an equivalent amount drawn in favour of NLC India Limited, payable at Neyveli.
- iii) Structured Financial Messaging System (SFMS): Bank Guarantee submitted in Physical mode, including EMD/ Bid Guarantee which cannot be verifiable through Structured Financial Messaging System (SFMS) SFMS will be rejected summarily. Hence the bidder is requested to attach the proof for the issuance of bid guarantee through SFMS given by banker.

1.12 Bid Submission & Opening Conditions

1.12.1 All bids, including all attachments/enclosures shall be prepared in English Language only and submit the same. The bidder shall submit the offer for full scope of work indicated in the Tender Specification.

Online bids are to be submitted for Part - I & Part – II.

Offline bids - Physical Cover to be submitted in person/by post on or before the schedule date of Bids Submission.

1.12.2 The Offers/Bids are to be obtained in three Part system.

| | | |
|-----------------------|---|---|
| Part I | : | PART – I (through online) Covering Letter, Bid form (Part-I) (As per Annexure - B), Power of Attorney, Proof for remittance of Cost of tender document, Bid Guarantee, Integrity Pact, QR documents, Collaboration Agreement, Deed of Joint Undertaking (DJU) as applicable, Techno-Commercial details, Minimum local content Certificates from the bidder and auditor, if applicable and all other details as given in this volume. |
| Part II | : | Part-II (through online) (i) Duly filled in Form of bid as per Annexure – C of Invitation for Bid (IFB). (ii) Price Bid with completely filled in Schedule of Prices (Schedule – F1, Table-1 to 5) of Volume – IA with total prices as per Table I. (iii)List of mandatory Spares with itemized prices (basic price) as per Vol II. |
| Physical Cover | : | Bidders are requested to furnish the following documents in Original in a sealed Physical cover within the last date of receipt of Bids: 1. Bid Guarantee as per format. 2. Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid. 3. Deed of Joint Undertaking as applicable (as per Annexure-G). 4. Letter of Undertaking by Collaborator / Consortium member as applicable (as per Annexure-H). 5. Integrity Pact. 6. Duly filled up Checklist as in Specimen Format. |

Bidders are requested to submit their Physical Cover within the stipulated time to the Office of the General Manager / Contracts, Corporate Office, Block-1, NLC India Limited, Nevyeli-607801, Tamil Nadu, India.

1.12.3 Part-I and Physical cover shall be opened on the scheduled date of tender opening. The offers/bids of the bidders who satisfy the conditions of Bid Guarantee and Integrity Pact shall be considered for further evaluation on PQR aspects.

1.13 Special Note and Information Regarding the Tender:

For downloading tender document, please visit our website: www.nlcindia.com or Central Public Procurement Portal (CPPP) of Government of India, Website: www.eprocure.gov.in

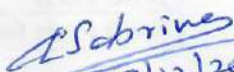
The Cost of tender document may be remitted through RTGS / NEFT mode or e-payment and the UTR No. may be indicated in the tender document. The Bank commission charges will be to the account of the bidder.

| | |
|--------------------------------|---|
| Name of Beneficiary | Accounts Centre / New Projects NLC INDIA LIMITED NLC |
| NLCIL's Account No. | 30623095200 |
| Branch | Neyveli Main (IFSC Code No. SBIN0000958) |
| Beneficiary Bank, | State Bank of India |
| IFSC Code | SBIN0000958 |
| Swift Code for online transfer | SBININBB457 |

The bidder is to note that the Banks commission charges will be to the account of the bidder and the net amount transferred to NLCIL's account shall be equal to the cost of the tender document. The qualification of bidder is subject to receipt of cost of the tender document stipulated in the tender. No other mode of payment will be accepted.

- (1) All other terms and conditions along with the technical details, time schedule, bid Guarantee , validity of bids and instructions to bidders, etc., are contained in the tender documents.
- (2) Bids submitted by fax or E-mail shall be rejected.
- (3) Bids submitted after expiry of the time specified for receiving the Bid shall be rejected
- (4) Purchaser reserves the right to reject any bid or all bids received at its discretion without assigning any reasons whatsoever.
- (5) Purchaser takes no responsibility for delay, loss or non-receipt of Tender/bid documents or any letter sent by post either way.
- (6) Offer is to be made in Indian rupees and payment for entire scope will be made in Indian Rupees only.
- (7) The Tender documents are meant for the exclusive purpose of bidding against the subject package and shall not be transferred, reproduced or otherwise used for purposes other than for which these are specifically issued.

- (8) In case of extension of Bid submission date, the pre-qualification requirements met by the Bidder as on the original Scheduled date of tender opening, shall alone be taken into account.
- (9) Performance certificate issued by consultants will not be considered.
- (10) Bids not meeting the requirement as stated above shall be liable for rejection.
- (11) The Purchaser reserves its right to allow purchase preference to Central Public Sector Undertakings, as notified by the Government of India from time to time.
- (12) Any firm which is placed under Suspension/Banning by NLCIL will not be allowed to participate in any tender issued on or after the date of suspension/banning order and also if that firm has already participated in any tender, which is under process, their bid will not be considered for further processing.
- (13) Bidders are advised to quote the most competitive price in the initial bid as well as in the Reverse Auction (RA), wherever applicable, since there will not be post tendering negotiations with the L1 bidder under any circumstances,


9/12/2020
General Manager /Contracts
NLC India Limited
