

# एनएलसी इंडिया लिमिटेड

('Navratna' - A Government of India Enterprise)





टेलि/Tel फैक्स/Fax

: 04142 - 212308 / 251620 : 04142 - 252645 / 252646 ई-मेल/E-mail: corporate.conts@nlcindia.in

gmconts@gmail.com



निगमित संविदा प्रभाग / Corporate Contracts Division निगमित कार्यालय/Corporate Office ब्लॉक / Block-1, नेयवेली / Neyveli - 607 801 तमिलनाइ, भारत / Tamil Nadu, India CIN:L93090TN1956GO1003507

### NOTICE INVITING BID LIMITED TENDER ENOURY

Tender No.CO CONTS/0011N/100MW Solar Power Project /e-conts/2022, Dt. 15.03.2022

#### 1.0 Invitation For Bid

Online Bids in English are invited by NLC India Limited, Nevveli for "Setting up of 100 MW ISTS connected Solar Power Project on PAN India basis with Operation & Maintenance for 3 years" in Two Part system (Part-I and Part-II) followed by Reverse Bidding. The tender is floated through Limited Tender Enquiry (LTE) and this Tender Specification is meant for inviting bids from enlisted Solar Developer & Operator (SDO) for the scope of work given in the Tender Specification as detailed below:

i).	Cost of tender document	:	Not applicable
ii).	Bid Guarantee		Rs.9,85,06,000/- (Rupees Nine Crore Eighty Five Lakhs and Six Thousand only)
iii).	Date of Pre-Bid Meeting	:	25.03.2022 at 11.00 Hrs. (IST) through Video Conference (VC)
iv).	Last Date & Time of submission of online Bids (Part-I, Part-II) and Physical cover	:	08.04.2022 at 14.30 hrs. (IST)
v).	Date & Time of opening of Part-I and Physical Cover	:	08.04.2022 at 15.00 hrs. (IST)
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- 1. The points for discussion shall be furnished two days in advance to pre-bid meeting to the e-mail ID: corporate.conts@nlcindia.in
- 2. Bidders who are interested to participate in the Pre-bid Meeting may send their request to corporate.conts@nlcindia.in furnishing Company name and address, Name of the authorized person to attend pre-bid meeting, contact number and e-Mail ID to enable us to send the link for participating in the Pre-bid meeting.

3. For further details, please visit our website: www.nlcindia.in or Central Public Procurement Portal (CPPP) of Government of India website: www.eprocure.gov.in or contact:

The Chief General Manager/Contracts & IE, Corporate Office, NLC India Ltd., Block-1, Neyveli– 607 801. Phone: 04142 – 212308/ 251620.

E-Mail ID: corporate.conts@nlcindia.in, gmconts@gmail.com.

4. This notice is being published for information only and is not an open invitation to quote in this Limited Tender. Participation in this Tender is by invitation only and is limited to the selected NLCIL's enlisted contractors. Unsolicited offers will be summarily rejected. However, contractors who desire to participate in such tenders in future may apply for enlistment with NLCIL as per procedure.

#### 1.1 Scope of Work

The scope of work includes getting approval for connectivity and LTA, Procurement of land/lease of Government or PSU land, Design, Engineering, Site development, Manufacture, Inspection at supplier's works, Supply, Insurance, Transport, Storage, Erection, Testing & Commissioning of total capacity of 100 MW(AC) SPP along with Associated Evacuation System from the Power Export Sub Station up to the Delivery Point at ISTS/CTU Sub Station of 220 kV or above with Operation & Maintenance (O&M) of entire SPP till extended bay at Delivery Point, at free of cost for the warranty period of 12 Months from COD(Commercial Operation Declaration) and Paid O&M of SPP for a period of 3 years after the warranty period. The scope also includes, conducting COD after entire commissioning of SPP, conducting PG Test for 90 days

This Scope of Work is indicative only. Detailed Scope of Work is contained in Volume-II (Technical Specification).

#### 1.2 Other Conditions

- (a) If bidder participates with Collaborator or Bidder as a Consortium or Bidder as a Joint Venture Company, they should furnish a copy of valid Collaboration Agreement /valid Consortium Agreement / Joint Venture Agreement as applicable and also furnish 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.
- (b) The bidder shall be solely responsible and liable for all technical management and all other services required for completing the entire scope of work detailed in the tender specification.

- (c) In case, certificate(s) submitted by the bidders is found to be a forged one/bogus one; the bidder will not only be disqualified for the tender but also would be Suspended/Banned by NLCIL.
- (d) Notwithstanding anything stated above, the Purchaser reserves the right to verify all statements/information submitted to confirm the bidder's claim on experience and to assess the capabilities and capacity of the bidder, to perform the contract, should the circumstances warrant such verification/ assessment in the overall interest of NLCIL.
- (e) NLCIL reserves the right to reject any or all bids or cancel/withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

#### 1.3 General Instructions:

The bidder shall note the following:

- (a) The bidder shall possess a valid certificate of registration under GST and the same should be furnished along with tender documents.
- (b) 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.
- (c) In case, certificate(s) submitted by the bidders is found to be a forged one/bogus one; the bidder will not only be disqualified for the tender but also would be Suspended/Banned by NLCIL.

### 1.4 PUBLIC PROCUREMENT POLICY (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:

#### 1.4.1 **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) 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.
- (v) Minimum local content: The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is equal or more than 50%. For 'Class II Local Supplier', the 'Local Content' requirement is equal or more than 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.
- (vi) 'RL1' 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 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'
- (xi) 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'.

#### 1.4.2 ELIGIBILITY CLASS:

Only Class-I local supplier is eligible to participate in this Tender.

## 1.4.3 MARGIN OF PURCHASE PREFERENCE: Not Applicable

#### 1.4.4 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.