

- 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.

1.4.5 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.

1.5 Time Schedule

- 1.6.1 The time schedule for Commercial Operation Declaration (COD) of the entire capacity of the project is 15 months from the date of LOA.
- 1.6.2 The procurement/lease of land, transfer of ownership in the name of NLCIL shall be completed within 8 months from the date of LOA.
- 1.6.3 Application for connectivity shall be completed within 1 month from the date of LOA.

1.6 Bid Guarantee:

- i. Bidder is required to submit Bid guarantee for a value of Rs.9,85,06,000/- (Rupees Nine Crore Eighty Five Lakhs and Six Thousand 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 (a) Bank Guarantee valid for 300 days from the date of opening of Part-I bids or (b) demand draft for an equivalent amount

drawn in favour of NLC India Limited, payable at Neyveli or (c) NEFT/RTGS mode to NLCIL's Account No. 30623095200 Beneficiary Name: NLC India Ltd., in State Bank of India, Branch: Neyveli Main (IFS Code No. SBIN0000958, SWIFT code: SBININBB457) and the remittance details with UTR No./DD shall be enclosed with the bid in Part I failing which the offer is liable for rejection.

- 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.
- iv. The bid shall be treated as non-responsive offer and will not be considered for further evaluation, in case -
- the bid is submitted without valid Bid Guarantee in Part-I physical cover.
 - the bid guarantee is of lesser value or any adjustment sought for.

1.7 Bid Submission & Opening:

- (i) 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.

Part - I & Part – II of the Bids are to be submitted through online and Physical cover (Part-I) through offline.

- (ii) The Offers/Bids are to be obtained in two Part system as detailed below:-

Part I	:	PART – I (through online) Covering Letter, Bid Guarantee (As per Annexure - A), Form of Bid (Part-I) (As per Annexure - B), Affidavit (as per Annexure-D), Power of Attorney, Techno-Commercial details, Integrity Pact (As per Annexure-E), Collaboration Agreement, if applicable, Joint Deed of Undertaking (JDU) (as per Annexure-F), if applicable, Minimum local content Certificates from the bidder and auditor and all other details as given in this Volume.
Part II	:	Part-II (Price) (through online) (i) Duly filled in Form of bid (Part-II) as per Annexure – C. (ii) Price Bid with completely filled in Schedule of Prices (Schedule of Prices–F1 Table 1) along with annexures for Technical loading / adjustments Volume – IA.
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

	<p>2. Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid.</p> <p>3. Integrity Pact (as per Annexure-E).</p> <p>4. Joint Deed of Undertaking as applicable (as per Annexure-F).</p> <p>5. Collaborator/Consortium agreement if applicable.</p> <p>6. Duly filled up Checklist as in Specimen Format.</p>
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- (iii) Bidders are requested to submit their Physical Cover within the stipulated time to the Office of the Chief General Manager / Contracts & IE, Corporate Office, Block-1, NLC India Limited, Nevely-607801, Tamil Nadu, India.
- (iv) **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 shall be considered for further evaluation.

1.8 Special Note and Information Regarding the Tender

- (i) For downloading tender document, please visit our website: www.nlcindia.in or Central Public Procurement Portal (CPPP) of Government of India, Website: www.eprocure.gov.in or NeAT Portal : <https://procure.nlcindia.in>
- (ii) Amendments/ Errata/ Clarifications if any, shall be issued as Corrigendum for the tender and shall form part and parcel of the tender documents. Corrigendum will be displayed in NLCIL's Website www.nlcindia.in / <https://procure.nlcindia.in> of NLCIL NeAT Portal/Central Public Procurement Portal (CPPP) of Government of India, (www.eprocure.gov.in). Bidders are requested to visit NLCIL's website or Central Public Procurement Portal. NLCIL will not be responsible if any bidder omits to notice any Corrigendum. Corrigendum will be numbered consecutively. All the corrigendum issued are forming part and parcel of the tender documents.
- (iii) All other terms and conditions along with the technical specifications, time schedule, validity of bid and Instructions to bidders, etc., are contained in the tender specification.
- (iv) NLCIL reserves the right to accept/reject any bid or all bids received at its discretion without assigning any reason whatsoever thereof. No further correspondence shall be entertained in this regard.
- (v) The Bid shall be made in Indian Rupees only and all payments for the entire scope will be made in Indian Rupees.
- (vi) Bids submitted by E-Mail or other than the prescribed mode of submission as per the tender shall be rejected.
- (vii) NLCIL takes no responsibility for delay, loss of receiving the Bid documents or any letter sent by the Bidder.
- (viii) The Tender specifications 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.

- (ix) Any bidder, who 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 bidder has already participated in any tender which is under process, their bid will not be considered for further processing.
- (x) 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 lowest bidder.
- (xi) Bidders are permitted to furnish clarification/ deviation, if any during pre-bid stage only. Deviation requests of the bidders, only upto the pre-bid stage which are acceptable to NLCIL will be communicated to the bidders for consideration.
- (xii) Bidders are not allowed to take any deviations in their bid. Deviations listed elsewhere in the Bid shall not be considered.
- (xiii) Bids without Bid Guarantee will be summarily rejected.

1.9 LANDS FOR PROJECT SITE:

The land proposed for project site shall have clear titles and shall be free from encumbrances, litigation, Court /Bank attachments, Court proceedings, not affected by any statutory laws, land acquisition proceedings. Lands should not be marshy lands, low lying lands and in cyclone/flood prone areas. There should not be any pockets of private lands within the selected project site. If any poramboke lands/ Govt. tharisu lands such as public road, water bodies and tharisu lands etc. are intervening, then suitable fencing and arrangements are to be made to isolate them from project area, so that no hindrances are caused to the project activities. The land proposed for the project in a single location. The lands proposed for the project can be either through Outright Purchase (Government, PSU and Private land) or Lease (Government and PSU land). However, combination of Outright purchase and Lease is not allowed.

The land requirement was considered as Minimum 3.5 Acres/MW and the bidder is free to choose any value more than 3.5 Acre/MW based on his design. This has no price implication as the tender is to be evaluated on Rupees/Million unit.


GENERAL MANAGER/ CONTRACTS
NLC INDIA LIMITED