

may be, shall attach documentary evidence to prove that the qualifying requirements mentioned in Clause no: 2.1 or 2.2 or 2.3 above are met by him / them, along with the bid in the form of user certificate along with copy of LOA/Work order / Contract agreement together with full contact details for verification.

- 2.7.2. 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.
- 2.7.3. The bidder or the bidder with collaborator or all individual firms in the Consortium or all partners in the Joint Venture Company or Group Company or Holding Company or Subsidiary Company, as the case may be, shall furnish their audited profit and loss accounts and balance sheets for the last three (3) consecutive financial years as on the original scheduled date of tender opening.
- 2.7.4. The bidder cannot be a collaborator /consortium Partner/ JV partner for other bidder(s) who are bidding for this tender.
- 2.7.5. NLCIL reserves the right to ask the bidders to furnish the certified copies of experience certificates. For installation outside India, experience certificate issued by the end user firm shall be in English and is to be authenticated by the Indian Embassy in that country (or) Apostille in lieu of Embassy Authentication and if it is not in English, translated copy in English, is to be authenticated by the Indian Embassy in that country (or) Apostille in lieu of Embassy Authentication and within India experience certificate is to be attested by a Notary public.
- 2.7.6. The purchaser also reserves the right to consider any foreign installations as experience, 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.
- 2.7.7. 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. The subsidiaries/group companies will submit an undertaking for extending necessary support/expertise to the bidder for execution of the project. NLCIL reserves the right to verify the credentials submitted by the bidders. However, cost pertaining to the purchaser's personnel for such inspection shall be borne by the purchaser.
- 2.7.8. 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.
- 2.7.9. The bidder shall furnish major legal cases and their statutory liabilities if any.
- 2.7.10. The bidder shall also possess a valid certificate of registration under GST and the same should be furnished along with tender documents.
- 2.7.11. 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.)

- 2.7.12. In case of participation by the Bidder with Collaborator or the Consortium or the Joint Venture Company or Group Company or Holding Company or Subsidiary Company as the case may be, the above clauses (2.7.9), (2.7.10) and (2.7.11) shall be applicable to the partners also.
- 2.7.13. The Project Consultant for this tender shall not be a Bidder for same tender.
- 2.7.14. Associate / Collaborator of a Bidder, cannot be a Bidder for the same Tender.
- 2.7.15. In case of bid given by any JV company / Joint Venture, any JV partner/promoter of that JV Company /JV cannot bid separately for the same Tender. And also, Subsidiary and Holding Company cannot submit bid for the Same Tender.
- 2.7.16. In case of bid given by any Consortium, any Member(s) of that Consortium cannot bid separately for the same Tender.
- 2.7.17. In case of submission of Bids by both parties in the respective categories as above in (2.7.14) or (2.7.15) or (2.7.16), the bid of the Bidder /Consortium / JV Company or JV / Holding Company, as the case maybe, shall alone be considered.
- 2.7.18. If the Bids submitted by both the Main contractor and Sub contractor claiming the same experience, then the bid submitted by the Main Contractor alone shall be considered for further evaluation and the bid submitted by the Sub-Contractor shall be rejected.

2.8 OTHER CONDITIONS:

- (a) The bidder shall furnish the following details also along with documents.
 - (i) Contracts in hand / pending jobs and their status along with value.
 - (ii) Major Legal Cases and their Statutory Liabilities.
 - (iii) Recent Orders completed for Solar project with value.
- (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.

3.0 PUBLIC PROCUREMENT POLICY (MAKE IN INDIA)

- 3.1 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 its amendments and confirm compliance to the requirements in this regard.

MoP vide Order No.: A-1/2021-FSC-Part(5), Dt: 16.11.2021 based on DPIIT Order, has directed to provide for Purchase Preference (linked with local content) vide Annexure-I of MoP Order Dt: 16.11.2021 in respect of Power Sector, which is in supersession to all the earlier Orders issued by MoP in this regard as indicated below:

3.1.1 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'.

3.1.2 ELIGIBILITY CLASS:

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

3.1.3 MARGIN OF PURCHASE PREFERENCE: Not Applicable

3.1.4 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.

3.1.5 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.

3.2 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.

Department of Expenditure, Ministry of Finance have issued Public Procurement No.: 4; Order No.: F.7/10/2021-PPD (1), Dt: 23.02.2023 in supersession to all of the above mentioned Orders/clarifications, in which, the requirement of registration is stated as follows:

- 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 specified Competent Authority.*
- ii) *Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a*