



**BOS WORKS FOR SETTING UP OF 50 MW SOLAR
POWER PROJECT IN THE MINED-OUT LAND IN
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2.3. Route-III:

- 2.3.1. The Bidder should have executed in the last ten (10) years an industrial project either as developer or as EPC Contractor in the area of Power/ Solar Power/ Steel/ Oil/ Gas/ Petro chemicals/ Fertilizer/ Cement/ Coal mining including coal handling plant/ Rail/ Ports/ Bridges/ Any other Infrastructural projects, for a value of Rs. 17 Crores in a single project or single work and the same should be in successful operation for at least one (1) year prior to the date of techno- commercial bid opening (i.e., Part-I Bid Opening).

(AND)

- 2.3.2. The Bidder should have executed at least one (1) Electrical Sub-station of 33 kV or above voltage level, consisting of equipment such as 33kV or above voltage level circuit breakers and Power transformer, either as developer or as EPC Contractor which should be in successful operation for at least one (1) year prior to the date of techno-commercial bid opening (i.e., Part-I Bid Opening).

Note: The works referred at clause 2.3.1 (as applicable) & 2.3.2 can be in same or different projects.

2.4. Route-IV:

- 2.4.1 The bidder collaborates with a firm and together they fully meet the qualifying requirements stipulated in Route-I or Route-II or Route-III as the case may be . The bidder and Collaborator should furnish a copy of valid Collaboration Agreement and Joint Deed of Undertaking in which the bidder and the Collaborator are jointly and severally liable for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations.

(OR)

- 2.4.2 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 Route-I or Route-II or Route-III as the case may be. In case of bidding by a Consortium, the consortium partners shall necessarily identify a leader of the Consortium who will furnish the Consortium Agreement and the consortium partners shall execute a Joint Deed of Undertaking in which the partners are jointly and severally liable for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations.

(OR)

- 2.4.3 The Bidder can also be a Joint Venture Company, provided the qualifying requirement stipulated in Route-I or Route-II or Route-III as the case may be is met by any one or more promoters of the Joint Venture (JV) Company. The promoters of the JV Company on the basis of whom the JV Company gets qualified shall have minimum 26% equity in the JV Company. The bidder shall furnish a copy of valid Joint Venture Agreement and the promoters of the JV Company shall execute a Joint Deed of Undertaking in which the promoters are jointly and severally liable for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations.



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(OR)

2.4.4 The bidder can also be a Group Company/Holding Company/Subsidiary Company of a firm meeting the requirement stipulated in Route-I or Route-II or Route-III. In such a case, Bidder shall furnish a Joint Deed of Undertaking(JDU) jointly executed by the bidder and the firm on whose strength the bidder is participating in the bid in which the bidder and the firm are jointly and severally liable for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations. In addition to the JDU, the bidder (Group/Holding/Subsidiary company) shall furnish a letter of undertaking from the firm on whose strength the bidder is participating in the bid for extending necessary support/expertise to the bidder for execution of the project in case of award.

2.5. FINANCIAL CRITERIA:

2.5.1. The Bidder, all Consortium Partners, Collaborators and all Individual Companies in the Group, shall have Positive Net Worth as per the 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 the latest audited financial statements.

2.5.2. Average Annual Turn Over of the Bidder (or) the combined Average Annual Turn Over of the Bidder and Collaborator (or) the combined Average Annual Turn Over of the Consortium partners (or) the combined Average Annual Turn Over of all the promoters of the Joint Venture Company (or) the combined Average Annual Turn Over of Bidder (Holding Company/ Subsidiary Company/ Group Company) as the case may be and the firm on whose strength the bidder is participating in the bid shall not be less than Rs. 17 Crores for the last three (3) consecutive financial years as on the original scheduled date of tender opening.

In case a Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid- up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its techno-commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

Note: In case the bidder is participating with the strength of its Group Company, for the purpose of Positive Net worth and Average Annual Turnover criteria, only the credentials of the bidder and the corresponding Group Company on whose strength the bidder is participating in the bid will alone be considered for evaluation.



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3.0 DOCUMENTARY EVIDENCE:

- 3.1 The bidder shall attach documentary evidence to prove that the qualifying requirements mentioned in the clause 2.1 or 2.2 or 2.3 are met by him, along with the bid in the form of user certificate along with copy LOA/Work order/ Contract agreement together with full contact details for verification.
- 3.2 For QR clause No. (2.4), In case of participation by the Bidder with Collaborator(s) 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 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 LOA/Work order / Contract agreement together with full contact details for verification and 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.
- 3.3 For QR clause No. (2.3), the bidder shall attach documentary evidence to prove that the qualifying requirements mentioned in the clause 2.3.1 & 2.3.2 are met by him, along with the bid in the form of user certificate along with copy LOA/Work order / Contract agreement together with full contact details for verification.
- 3.4 For Financial QR, clause No. (2.5) Bidder shall furnish his 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. Wherever the bidder participates with Collaborator / Consortium / Joint Venture Company / Group Company/Holding Company/Subsidiary Company, profit and loss accounts and balance sheet for the last three (3) years consecutive financial years as on the original scheduled date of tender opening of their Collaborator / Consortium / Joint Venture Company / Group Company/Holding Company/Subsidiary Company shall also be furnished by the Bidder.

4.0 NOTES:

- 4.1 The Bidder or 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, 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 LOA/Work order / Contract agreement together with full contact details for verification.
- 4.2 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



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- 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.
- 4.3 The bidder or the bidder with collaborator or all individual firms in the Consortium or all promoters 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.
- 4.4.1 The bidder cannot be a collaborator /consortium Partner/ Promoter of JV Company for other bidder(s) who are bidding for this tender.
- 4.4.2 Collaborator of a bidder cannot bid separately for the same tender.
- 4.4.3 In case of bid submission by a JV company, any of the promoters of that JV Company cannot bid separately for the same Tender.
- 4.4.4 In case of bid given by any Consortium, any Member(s) of that Consortium cannot bid separately for the same Tender.
- 4.4.5 In case of submission of Bids by both parties in the respective categories as above in 4.4.1 or 4.4.2 or 4.4.3 or 4.4.4 the bid of the Bidder /Consortium / JV Company, as the case maybe, shall alone be considered.
- 4.5 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.
- 4.6 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.
- 4.7 The bidder shall furnish major legal cases and their statutory liabilities if any.
- 4.8 The bidder shall also possess a valid certificate of registration under GST and the same should be furnished along with tender documents.
- 4.9 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



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department for verification. (In this regard, the bidder can seek the help of the auditor in case of any doubt or otherwise.)

- 4.10 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 (4.7), (4.8) and (4.9) shall be applicable to the partners also.
- 4.11 The Project Consultant for this tender shall not be a Bidder for same tender.
- 4.12 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.
- 4.13 In case, if a bidder meets the technical QR but could not furnish his / their audited financial statement of three consecutive financial years preceding the last financial year for evaluating the average Annual turnover, due to the incorporation / formation of the bidder, with in a period of less than 3 years from the original scheduled date of tender opening, then, such bidder shall also be considered and the Average annual turnover of such bidder shall be arrived at as below:
- 4.13.1 If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last financial year only, then such bidder's average Annual turnover shall be arrived at by dividing the Turnover of the last financial year by three.
- 4.13.2 If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last two financial years only, then the bidder's average Annual turnover shall be arrived at by dividing the sum of Turnover of last two financial years by three.
- 4.14 In cases, where audited financial statement (Profit & Loss Account and Balance Sheet) for the last financial year immediately preceding the original schedule date of Tender opening are not available, a certificate would be required from the bidder stating that the Financial statement of the bidder are under audit as on the date of tender opening. In such case, the audited financial statement of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters.

5.0 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



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- (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.

6.0 PUBLIC PROCUREMENT POLICY (MAKE IN INDIA):

6.1. 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 further revisions, if any and confirm compliance to the requirements in this regard.

6.2 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.



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- (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'

6.3 **ELIGIBILITY CLASS:** Only Class-I local suppliers are eligible to participate in this Tender.

6.4 **MARGIN OF PURCHASE PREFERENCE: Not Applicable**

6.5 **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.

6.6 **RECIPROCITY CLAUSE:**

- i. 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

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Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

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

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

- I. 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 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.*
 - iii) *The requirement of registration for cases covered by paragraph (i) above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph (ii) above will be applicable for all procurements where tenders are issued/published after 01.04.2023.*
 - iv) *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”.*

II. Definitions:

1. “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.
2. "Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.



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3. "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.)
4. "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.

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(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



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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.

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.
- 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.
- VII. i. Bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- ii. However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.
- VIII 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