



NLC INDIA LTD
‘Navratna’ - Government of India Enterprise
Block-1, NEYVELI - 607 801, Cuddalore District, Tamil Nadu, INDIA.

OFFICE OF THE CHIEF GENERAL MANAGER/CONTRACTS
CORPORATE OFFICE

DOMESTIC COMPETITIVE BIDDING

TENDER DOCUMENT

FOR

**Appointment of Owner’s Engineer Consultant to NLCIL for
developing 600MW Solar PV Power Project in the GSECL Solar
Park (Phase-II) at Khavda, Gujarat**

Tender No.CO CONTS/0020P/DCB/OEC 600MW SPP/e-contrs/2023, DT.17.08.2023

Date & Time of Opening Part-I: 28.08.2023 @ 15:00 Hrs.

Phone: 04142-212308 / 218588

Web site: www.nlcindia.in

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Registered Office:

No.135, E.V.R. Periyar High Road, Kilpauk, Chennai- 600 010.

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SCHEDULE OF TENDER (SOT)

Sl. No.	Description	Details
i)	NLCIL Tender No.	Tender No. CO CONTS/0020P/DCB/OEC 600MW SPP /e-contrs/2023, Dt.17.08.2023
ii)	Name of the Work	Appointment of Owner's Engineer Consultant to NLCIL for developing 600MW Solar PV Power Project in the GSECL Solar Park (Phase-II) at Khavda, Gujarat
iii)	Mode of Tender	DCB (e-Tendering – Two cover system)
iv)	Cost of Tender Documents	Rs.2,000/- (Rupees Two thousand only) Non-refundable
v)	Bid Guarantee Amount	Rs.1,67,500/- (Rupees One Lakh Sixty seven thousand and five hundred only)
vi)	Last Date & Time for submission of Online Bid (Part-I, Part-II) and Physical cover	28.08.2023 at 14:30 Hrs.
vii)	Date & Time of opening of Part-I Online Bid and Physical cover	28.08.2023 at 15:00 Hrs.
viii)	Date of opening of Price cover (Part-II)	Will be intimated later

SECTION-1

NOTICE INVITING BID

DOMESTIC COMPETITIVE BIDDING (through e-Tender)

Tender No.CO CONTS/0020P/DCB/OEC 600MW SPP /e-contrs/2023, Dt.17.08.2023

1.0 INVITATION

Online Bids in English are invited by NLC India Limited (NLCIL), Neyveli for “Appointment of Owner’s Engineer Consultant to NLCIL for developing 600MW Solar PV Power Project in the GSECL Solar Park (Phase-II) at Khavda, Gujarat”.

This Solar PV Project is intended to be developed by NLCIL through its wholly owned subsidiary M/s.NLC India Green Energy Limited.

i)	Cost of Tender Documents	Rs.2,000/- (Rupees Two thousand only) Non-refundable
ii)	Bid Guarantee Amount	Rs.1,67,500/- (Rupees One Lakh Sixty seven thousand and five hundred only)
iii)	Last Date & Time for submission of Online Bid (Part-I, Part-II) and Physical cover	28.08.2023 at 14:30 Hrs.
iv)	Date & Time of opening of Part-I Online Bid and Physical cover	28.08.2023 at 15:00 Hrs.
<p>Note:</p> <p>1. The Bidder shall visit the Site of the Project and get himself fully acquainted with all Local Conditions and collect any details needed for the purpose of his offer/Bid Price or Time Schedule etc. whose address is given below, with prior appointment: O/o General Manager/Project & Business Development, Corporate Office, NLC India Ltd., Neyveli-607801, e-mail id: gm.pbd@nlcindia.in</p> <p>Before submitting Bid proposals, it is to be understood that the Bidder had properly investigated and considered all the factors. Lack of clear understanding shall not be entertained at any point of time by the Owner as cause for any financial and time adjustment.</p> <p>2. For further details, please visit our website: www.nlcindia.in, NeAT portal: https://procure.nlcindia.in or Central Public Procurement Portal (CPPP) of Government of India website: www.eprocure.gov.in or contact: The Chief General Manager/Contracts, Corporate Office, NLC India Limited, Block-1, Neyveli– 607 801. Phone: 04142 – 212308/ 251620. E-Mail: corporate.conts@nlcindia.in</p>		

2.0 BRIEF SCOPE OF WORK:

The consultant shall provide Owner's Engineer Consultancy for developing 600 MW Solar PV Power Project including Basic Engineering, Review and approval of Design & Engineering documents and technical support during the Project execution and commissioning.

For detailed scope of work, please refer to Section-5, Technical Terms and Conditions given in the Tender Document.

3.0 PRE-QUALIFICATION REQUIREMENTS:

I. The bidder should have Experience for working with Developers / EPC as an Owner's Engineer or Detailed Design Engineering Consultant for at least 1 [one] single location solar project of 250 MW capacity in India as on the original scheduled date of Tender opening.

AND

II. The bidder should have Experience for working with Developers / EPC as an Owner's Engineer or Detailed Design Engineering Consultant for at least 1 [one] single axis project of 1MW capacity in India as on the original scheduled date of Tender opening.

AND

III. The bidder should possess the experience of having successfully completed similar works during the last 7-years as on the original scheduled date of tender opening which should be anyone of the following: -

i) Three similar completed works of each costing not less than the amount equal to Rs.44,70,000 /- (Incl. of GST)

OR

ii) Two similar completed works of each costing not less than the amount equal to Rs.55,85,000/- (Incl. of GST)

OR

iii) One similar completed work costing not less than the amount equal to Rs.89,35,000/- (Incl. of GST)

“Similar Works” shall mean Experience for working with Developers / EPC as an Owner's Engineer or Detailed Design Engineering Consultant in Solar PV Project in India.

Note: Works related to Lenders Independent Engineering or technical due diligence or Project Management consultant of projects shall not be considered as Similar Works.

IV. Financial Criteria:

a) The Bidder shall have Positive Net Worth as per the latest audited financial statements.

b) The average annual financial turnover of the bidder during the last 3-years should be not less than or equal to Rs. 33,51,000/- as on the original scheduled date of tender opening.

V. Documentary Evidence:

a) **For PQR-I & II:** The bidder should submit Completion / Performance certificates and Letter of Award issued by Government Organizations/ Semi Government Organizations/ Public Sector Undertakings/ Autonomous bodies/ Municipal bodies/ Public Limited company for having successfully completed / on-going projects.

- b) **For PQR-III:** The bidder should submit Completion certificates and Letter of Award in reference to Sl.No. (i. minimum 3 nos., ii. 2 nos. or iii.1 no. as the case may be) above issued by Government Organizations/ Semi Government Organizations/ Public Sector Undertakings/ Autonomous bodies/ Municipal bodies/ Public Limited Company for having successfully completed similar works in the last 7 years as on the original scheduled date of tender opening.
- c) **For PQR-IV:** 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.

Notes:

- i. 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.
- ii. In case, if a bidder meets the technical PQR 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:
 - a) 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.
 - b) 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.
- iii. NLCIL reserves the right to ask the bidders to furnish the certified copies of experience certificates attested by a Notary public.
- iv. 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.

- v. 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.

4.0 TIME SCHEDULE:

The Time Schedule given for the scope of work is 22 (Twenty two) months from the date of LoA. The details of milestone activities for the time Schedule is given in Section-3.

5.0 BID GUARANTEE:

- i. Bidder is required to submit Bid guarantee for a value of **Rs.1,67,500** /- (Rupees One Lakh Sixty seven thousand and five hundred 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 150 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. 3062 3095 200 Beneficiary Name: NLC India Limited, 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.

The bidder is to note that the Bank's commission charges will be to the account of the bidder and the net amount transferred to NLCIL's account shall be equal to the Bid Guarantee value as stipulated in the Tender. No other mode of payment will be accepted.

- iii. The Micro and Small Scale Units registered under single point registration scheme of the NSIC/covered under MSMED Act, 2006/MSME are exempted from furnishing Bid Guarantee, provided that such Micro and Small Scale Units are registered under single point registration scheme of NSIC/covered under MSMED Act, 2006/MSME and the same is valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to our requirements.
- iv. 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) will be rejected summarily. Hence, the bidder is requested to attach the proof for the issuance of bid guarantee through SFMS given by banker.
- v. The bid shall be treated as non-responsive offer and will not be considered for further evaluation, in case -
 - the bid is submitted without Bid Guarantee and Cost of Tender document
 - the bid is submitted with Xerox copy of the Bid Guarantee
 - the bid guarantee and Tender Cost is of lesser value or any adjustment sought for.

6.0 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 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, Proof for remittance of Cost of tender document, Bid Guarantee (As per Annexure - A), Power of Attorney, Techno-Commercial details, Integrity Pact (As per Annexure-E) and all other details as given in the Tender document.
Part II	:	Part-II (Price) (through online) Price Bid with completely filled in Schedule of Prices (Schedule of Prices–F1) of the Tender document.
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: <ol style="list-style-type: none"> 1. Proof of remittance of cost of tender documents 2. Bid Guarantee (As per Annexure-A). 3. Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid. 4. Integrity Pact (as per Annexure-E). 5. Duly filled up Checklist as in Specimen Format.

- a) Bidders are requested to submit their Physical Cover within the stipulated time at the Office of the Chief General Manager / Contracts, Corporate Office, Block-1, NLC India Limited, Nevyeli-607801, Tamil Nadu, India.
- b) The Micro and Small Scale Units registered under single point registration scheme of the NSIC/covered under MSMED Act, 2006/MSME are permitted to participate without Cost of Tender document, provided that the request for the same is received in time with a copy of valid certificate of registration and the product range mentioned in the certificate is the same or similar to our requirements. Copies of necessary certificates duly attested by any Notary public (or) Gazetted Officers (or) practicing Chartered Accountant with seal and date shall only be accepted. They are also exempted from furnishing Bid Guarantee, provided that such Micro and Small Scale Units are registered under single point registration scheme of NSIC/covered under MSMED Act, 2006/MSME and the same is valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to our requirements.
- c) Any Bid submitted without Cost of tender document and Bid Guarantee or submitted with part amount, or any request to adjust it in any other bills etc., or seeking exemption shall be treated as non-responsive offer and their offer will not be considered for further evaluation.
- d) 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 Cost of tender document shall be considered for further evaluation on PQR aspects.

7.0 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) The Cost of tender document may be remitted through RTGS / NEFT mode or e-payment and the UTR No. may be indicated in the Part-I Bid.

Beneficiary Name : NLC India Limited, Neyveli
Account No. : 30623095200
Nature of Account : Current A/c
Bank : State Bank of India
Branch : Neyveli Main
IFSC Code : SBIN0000958
SWIFT Code : SBININBB457
E-mail : sbi.00958@sbi.co.in

The bidder is to note that the Bank 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.

- (iii) 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 / NLCIL NeAT Portal <https://procure.nlcindia.in> of /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.
- (iv) 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.
- (v) 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.
- (vi) The Bid shall be made in Indian Rupees only and all payments for the entire scope will be made in Indian Rupees.
- (vii) Bids submitted by fax or E-Mail or other than the prescribed mode of submission as per the tender shall be rejected.
- (viii) NLCIL takes no responsibility for delay, loss of receiving the Bid documents or any letter sent by the Bidder.
- (ix) 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.
- (x) 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.
- (xi) Bidders are advised to quote the most competitive price, since there will not be post tendering negotiations with the lowest bidder.

- (xii) 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.
- (xiii) Bidders are not allowed to take any deviations in their bid. Deviations listed elsewhere in the Bid shall not be considered.
- (xiv) Bids without cost of tender document and Bid Guarantee will be summarily rejected.
- (xv) 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.
- (xvi) Performance certificate/Work Completion Certificate issued by Consultant will not be considered.

CHIEF GENERAL MANAGER/ CONTRACTS

SECTION-2

INSTRUCTIONS TO BIDDERS

INSTRUCTION FOR ONLINE BIDDING

1.0 INSTRUCTIONS FOR SUBMISSION OF BID DOCUMENTS THROUGH ONLINE AT NeAT PORTAL:

Bidders are requested to read the terms & conditions of this tender before submitting their online bids.

i. Pre requisites for accessing NeAT Portal/Website:

A. Software Requirements

- **Operating system:** Windows 7 & above.
- **Web browser:** Google Chrome or Firefox or Edge or Internet Explorer 11 or above.
- **Java JRE:** JRE 1.8 or above.
- **PDF reader:** Adobe Acrobat Reader 8 or above.

B. Digital Certificate:

Bidder should have a legally valid CLASS III Digital Certificates (i) Digital Signature, non-repudiation certificate (used for Signing) and (ii) Key Encipherment Certificate (used for encrypting Bid Document) with Organisation name from any of the licenced Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) Of India.

Ensure that all necessary trust certificates and drivers are installed as per CA's instruction and working properly. **For detailed guidance about browser and Java configuration the bidders are advised to go through the guide available in the NeAT portal <https://procure.nlcindia.in>**

ii. Enrolment:

Bidders interested to participate in the tender require to complete the enrollment process at NeAT <https://procure.nlcindia.in> to create their account/user id and password, if not done already.

Bidder(s) having a valid NeAT account with user id and password can only submit their bids online electronically. Bidders are required to make their own arrangement for bidding from a computer connected with Internet. NLCIL shall not be responsible for making such arrangements.

iii. Bidding in e-Tender:

- a. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- b. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned in the Tender.
- c. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance

of the same by the Purchaser will form a binding contract between Purchaser and the Bidder for execution of work.

- d. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- e. NLCIL reserves the right to cancel or reject or accept or withdraw or extend the e-tender in full or part as the case may be without assigning any reason thereof.
- f. The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- g. Bidders are advised to exercise caution in quoting their bids in e-tender to avoid any mistake. Bids once submitted cannot be recalled.
- h. Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIB & Technical Specifications.

2.0 Bidding Process:

i. Preparation of Bid

The Bidder will be able to prepare his Bid online, using the respective Forms available in the system. For Guidelines, please refer to the help section in the Portal.

Before submission of bid, the Bidder can edit and save his bid any number of times till closing time for submission of the bid.

After submission of bid, if the Bidder wants to edit his submitted bid, then he has to first delete his submitted bid and then edit his bid and resubmit before closing time for submission of the bid. Only submitted bids will be considered for evaluation. Any saved bids that are not submitted will be deleted by the system after the due date of opening.

Bidder can attach files containing company profile details, scanned copies of document, etc., which are required for the Tender. The documents attached should be in PDF format.

File Size: 10 MB is the maximum size of a single file that can be attached.

ii. e-Bid Submission and Signing

Submission of e-bids online is a two-step process. In the first step, the Bid have to be filled and submitted. In the second step, these bids have to be digitally signed using Bidder's Digital Signature Certificate.

Bidder cannot submit any bid after the due date and time stipulated in the e-Tender.

All bids submitted by Bidder can be viewed by clicking on the link "Submitted bids" provided in the left menu of the corresponding Bidder's home page.

All notices and correspondence to the bidder(s) shall be sent by email message only during the process till finalization of tender. Hence, the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Non-receipt of email will not entitle any

bidder to lodge any claim and no complaint in this regard shall be entertained. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Bidders are advised to see the website regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / addendum uploaded against the said e-tender after downloading the e-tender document. The responsibility of downloading the related corrigendum, if any, will be that of the bidders.

3.0 Cost of tender document:

- (1) 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.

Beneficiary name : NLC India Ltd
Beneficiary Bank : State Bank of India
Address of the bank : Block 02 Neyveli
A/C No. : 30623095200
Nature of A/C : Current
IFSC code : SBIN0000958

The bidder is to note that the Bank's 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.

- (2) While making payment through NEFT / RTGS / e-payment, the Bidders are requested to furnish Tender Number and Bidder's name in the Remarks Column.
- (3) Tender fee/Cost of Tender document will be deemed to have been submitted by the bidder if and only if the same is received (credited) in the above bank account within the stipulated time.
- (4) The Micro and Small Scale Units registered under single point registration scheme of the NSIC/covered under MSMED Act, 2006/MSME are permitted to participate without Cost of Tender document, provided that the request for the same is received in time with a copy of valid certificate of registration and the product range mentioned in the certificate is the same or similar to our requirements. Copies of necessary certificates duly attested by any Notary public (or) Gazetted Officers (or) practicing Chartered Accountant with seal and date shall only be accepted.
- (5) Tender fee/Cost of Tender document is non-refundable.

4.0 Bid Submission and Opening:

- 1) All Bids, including all attachments/enclosures shall be prepared in the English language only, by typing or printing and shall be submitted in two parts.
- 2) The bidder shall submit the offer for full scope of work indicated in the Tender Specification. In the following manner:
 - (a) Part-I & Part-II in **online** and Physical Cover in **offline**.
 - (b) The bidder shall also furnish the following in **physical form** in a separate sealed cover:

- (i) Proof of remittance of Cost of Tender
- (ii) Bid Guarantee (as per Annexure-A)
- (iii) Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid
- (iv) Integrity Pact (as per Annexure-E)
- (v) Duly filled up Checklist as in Specimen Format.

The Physical cover shall be superscribed as under:

Name of the Bidder :	
Tender No :	Part No.:
Last date & time of submission of : at 14.30 hrs. (IST) on line Bids (Part-I, Part-II) and Physical cover	
Bid opening date and time (Part-I) : At 15.00 hrs. (IST)	
Bid for	: Appointment of Owner's Engineer Consultant to NLCIL for developing 600MW Solar PV Power Project in the GSECL Solar Park (Phase-II) at Khavda, Gujarat.
Submitted to	: Office of the Chief General Manager / Contracts, Corporate Office, NLC India Limited, Neyveli- 607 801, Cuddalore District Tamil Nadu, India.

- 3) Online / Electronic Bid shall be submitted through NLCIL website through NeAT (NLCIL e-Auctioning & Tendering) portal (<https://procure.nlcindia.in>)
- 4) Physical sealed cover must be deposited / delivered to any one of the officers at the office mentioned below, not later than 14.30 Hrs. IST on the date fixed for tender opening. The sealed cover deposited / delivered after the time & date fixed for the receipt of the bids shall be rejected.
 - a) Shri. C. Venkatraman, Additional Chief Manager / Contracts
 - b) Shri. Sunil Kumar, Deputy Executive Engineer / Contracts
 - c) Smt. D. Packia Jeeva, Asst. Executive Manager / Contracts

O/o The Chief General Manager / Contracts,
Corporate Office, Block-1,
NLC India Limited
Neyveli – 607 801. Cuddalore District.
Tamil Nadu, India.

- 5) Bid submitted in any other office of NLC India Limited shall not be considered.
- 6) The Bidder's Bid and the documents attached thereto shall be considered as forming part of the Contract documents.
- 7) Bids submitted by Fax/E-mail or any other mode of submission will not be accepted.
- 8) All bids shall be prepared and submitted in accordance with the Tender Specification.
- 9) Failure to furnish all information required in the Tender Specifications or submission of a Bid not substantially responsive to the Tender Specifications in every respect or bids received in incomplete shape shall be liable for rejection. A bid shall be determined as substantially responsive in every respect, if it confirms to all the terms, conditions and specifications of the Tender Specifications without material deviations, objections, conditionality or reservations.
- 10) A material deviation, objection, conditionality or reservation is one:
 - (a) That affects in any substantial way the scope, quality or performance of the contract;
 - (b) That limits in any substantial way, inconsistent with the Tender Specifications, the Purchaser's rights or the successful Bidder's obligations under the contract.
 - (c) Bidders are not allowed to take any deviations in their bid. Deviations listed elsewhere in the Bid shall not be considered.

5.0 Part-I Bid Guarantee, Pre Qualifying Requirements and Technical & Commercial Aspects (without prices)

5.1 Bid Guarantee:

- i) The Bid shall be accompanied by Bid Guarantee either in the form of
 - (a) Bank Guarantee valid for 150 days from the date of opening of the Bids (Part-I)
 - or
 - (b) Demand Draft of equivalent amount drawn in favor of "NLC INDIA LIMITED" payable at Neyveli, without any exception or
 - (c) NEFT/RTGS mode to NLCIL's Account No. 30623095200, Beneficiary Name: NLC India Limited, Beneficiary Bank: 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. The bidder is to note that the Bank's commission charges will be to the account of the bidder and the net amount transferred to NLCIL's account shall be equal to the Bid Guarantee value as stipulated in the Tender. No other mode of payment will be accepted.
- ii) The Bank Guarantee shall be from any scheduled commercial Bank in India authorized by Reserve Bank of India other than Bank of China, to issue such bank guarantee on a non-judicial stamp paper of value not less than Rs.80/-. The stamp paper shall be purchased in the name of the Bank/Name of the bidder.
- iii) Unless otherwise expressly stated,
 - (a) The Bid Guarantee shall be executed only on behalf of the Bidder on whose name the bid is submitted.
 - (b) The Bid and other documents shall be submitted only by the Bidder on whose name the bid is submitted.

- (c) The Bid Guarantee shall be executed only as per the format prescribed by Purchaser ('Annexure-A'). In the event of any deviation in this regard, the decision of Purchaser as to whether the same could be accepted or not, is final and binding on the Bidder.
- iv) The Bidder shall arrange for extension of validity of Bid and that of the Bid Guarantee upon request from the Purchaser. If the bidder is extending the validity of the bid based on the request from the purchaser, he should correspondingly extend the validity of the Bid guarantee also.
- v) The Bid Guarantee submitted in any manner shall not bear any interest.
- vi) Any Bid submitted without Bid Guarantee or submitted with part amount, or any request to adjust it in any other bills etc., or seeking exemption shall be summarily rejected.
- vii) The Bid Guarantee shall be forfeited and the bidder will be banned for 2 years for breach of the following condition(s):
- a) The bid has been unilaterally revoked/ revised / modified/withdrawn before expiry of bid validity period, by the Bidder(s) (or)
 - b) The price(s) have been unilaterally increased or altered after the bid opening and during validity of offer by the bidder, (or)
 - c) On issue of LOA by NLCIL to the bidder, the bidder has omitted or refused to accept the said LOA within the stated period and/or execute the Contract Agreement, (or)
 - d) The Successful bidder, after issue of LOA, omitted or failed to submit Contract Performance Guarantee within the period specified (or)
 - e) The bidder furnished Forged /Bogus certificates.
- viii) In addition to banning the bidder for 2 years for breach of the above condition(s), NLCIL may resort to the following actions without prejudice to any other remedies available at law,
- a) In the event of any of the contingencies mentioned in Clause 5.1 vii) (a) and (b), NLCIL shall have the right at their discretion, to reject the Bid without notice to the Bidder(s).
 - b) In the event of the contingency mentioned in Clause 5.1 vii) (c) and (d), NLCIL shall have the right to cancel the LOA/Contract, without notice to the Bidder(s).
 - c) In the event of the contingency mentioned in Clause 5.1 vii) (e), the Bidder will be disqualified for the tender.
 - d) In addition to (a) to (c) above, NLCIL shall also have the right to Ban the defaulting Bidder(s) for a period of two years from participating in any of their tenders at the discretion of NLCIL and the decision of NLCIL in this regard shall be final and binding on the Bidder(s) and NLCIL would also inform the matter to other PSUs / Statutory Bodies.
- ix) Return of Bid Guarantee:
- a) If any Bidder does not agree to extend the validity of Bid and requests for the return of the Bid Guarantee, then it will be returned.
 - b) The Bid guarantee of the bidders not shortlisted on PQR and techno-commercial aspects will be returned within 15 days from the date of receipt of approval for shortlisting of the firms on PQR and techno-commercial aspects.

- c) The Bid Guarantee of all unsuccessful Bidders shall be returned within fifteen days from the date of approval for placement of order on the successful bidder.
- d) The bid guarantee of the successful Bidder shall be returned after furnishing of the Contract Performance Bank Guarantee and Additional BG if applicable to the Purchaser and acceptance thereof.

In all the above transactions the documents shall be sent by Registered post / Speed Post.

- x) **Confirmation of Bank Guarantee:**
Confirmation of Bank Guarantee through Structured Financial Messaging System (SFMS) will be done as follows:

The bank guarantee issued by the issuing Bank on behalf of Bidder in favour of “NLCIL” shall be in paper form as well as issued under the “Structured Financial Messaging System”. The details of beneficiary for issue of BG under SFMS platform is furnished below:

Name of Beneficiary	NLC India Limited
Unit/Area/Division	Corporate Office/Contracts Division
Beneficiary Bank, Branch & Address	State Bank of India
	Block-2, Neyveli-607801
IFSC Code	SBIN0000958
Swift Code	SBININBB457
Email	sbi.00958@sbi.co.in

Bid Guarantee submitted in the form of BG Physical mode, which cannot be verifiable through Structured Financial Messaging System (SFMS) will be rejected summarily.

- 5.2 Pre-Qualifying Requirements (PQR) of the Bidder (Technical & Financial Criteria): Bidder to refer Clause: 3.0 of Section-1.
- 5.3 Price Bid (Part-II) - Bidder to refer Clause 8.0 of this Section.
- 5.4 **Integrity Pact Programme:**
 - a) NLCIL is committed to have most ethical business dealing with the Vendors, Bidders and Contractors of goods and services and deal with them in a transparent manner with equity and fairness.
 - b) NLCIL being a signatory in implementing the Integrity Pact Programme with Transparency International India, all the bidders / contractors required to sign the ‘Integrity Pact’ during the submission of the Techno-Commercial bids / offers (as per Annexure – E of the Tender document).
 - c) In order to achieve these goals, NLCIL is implementing the Integrity Pact Programme in co-operation with Central Vigilance Commission (CVC) and renowned International Non-Governmental Organization, Transparency International India (TII).
 - d) The Integrity Pact Programme will cover Tenders/Contracts valued at Rs. 1 (one) Crore or above.

- e) The Integrity Pact Programme covers the following aspects:
- i) Commitments and Obligations of NLCIL (Principal).
 - ii) Commitments and Obligations of Vendors / Bidders / Contractors (Counterparties).
 - iii) Violations and Consequences.
 - iv) Independent External Monitors.
- f) As per the Integrity Pact Programme, an “Integrity Pact”, which envisages an agreement between the prospective Vendors, Bidders & Contractors and NLCIL, committing the persons / officials of both parties, not to exercise any influence on any aspect of the contract. Only those Vendors / Bidders / Contractors, who have entered into such an “Integrity Pact” with NLCIL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- g) Hence the bidder shall submit the Integrity Pact agreement duly filled and signed in his offer enclosed in Part-I cover.
- h) The format of “Integrity Pact”, which should form a part of the tender is enclosed as Annexure-E.
- i) The details of the Independent External Monitors of NLCIL are given below:

Sl. No.	Name and Address	Phone No. and e-mail
1	Shri. Lov Verma, IAS (Retd.), Secretary, Dept. of Empowerment of persons with Disabilities, GOI, K-41, Fourth floor, Louisville – II, New Delhi – 110 049.	Email: lov_56@yahoo.com
2	Shri. Ramabhadran Ramanujam, IAS (Retd.) 44/24, Third Trust Cross Street, Mandavelipakkam, Chennai – 600 028.	Email: raamaanuj@gmail.com
3	Shri. Rakesh Jain, IA & AS (Retd.), Dy. Comptroller & Auditor General Flat No. 701, Platinum Tower, Chandrakala Colony, Durgapura, Jaipur – 302 018.	Email: rakeshjain18@hotmail.com

- j) The main role and responsibility of IEM is to resolve issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or indicates bias towards some bidders. IEMs are expected to examine process integrity and not expected to concern themselves with fixing of responsibility on officers.
- k) However, Bidders are requested to visit NLCIL’s website: www.nlcindia.in for changes, if any of the Independent External Monitors of NLCIL.

6.0 DEADLINES FOR SUBMISSION OF BIDS:

Bids must be submitted online not later than the time and date stated in the tender document. In the event of the specified date for submission of bids being declared a holiday for NLCIL, bids will be received up to the appointed time on the next working day.

NLCIL may, at its discretion, extend this deadline for submission of bids by amending the Tender documents, in which case all rights and obligations of NLCIL and Bidders will thereafter be subject to the dead line as extended.

7.0 Technical & Commercial Bid (Part-I)

This part shall, interalia, include the following in the same order as listed below.

- i) Covering letter clearly indicating the PQR clauses under which the bid is submitted for this Tender.
- ii) Proof of remittance of cost of tender document and Bid guarantee as per Annexure-A.
- iii) Duly filled in "Form of Bid Part-I" (As per Annexure-B).
- iv) Affidavit (As per Annexure-D)
- v) Integrity Pact Programme (as per Annexure-E)
- vi) Power of Attorney/Authorization with the seal of the company in favour of the person signing the Bid.
- vii) Documentary Evidence for meeting PQR.
- viii) Schedule of Prices as per Schedule – F1.
- ix) Checklist for Bid submission.
- x) Technical Details to be furnished with the Bid as called for in the Technical Specification. Bidder shall furnish the above separately in the same order as in the relevant section of Technical terms and conditions of Section-5.
- xi) Any other information the Bidder wishes to furnish.

8.0 Price Bid (Part-II)

- i) The Bidders are requested to quote the Prices through online only in the format as per Schedule of Price F1. Price given in Part-II should cover the entire scope of work as given in Part-I of the offer.
- ii) The Price Bid shall contain the following:
 - (a) Duly filled in Form of bid (Part-II) as per Annexure – C.
 - (b) Completely filled in Schedule of Prices (Schedule – F1).

Note:

- i) The Bidder shall quote his price through online against each item of the schedules as per the Schedule of Prices format. The Bidder shall quote the prices only once after considering all the pros and cons, risks and contingencies. Rebate percentage etc., if any, should be spelt out by the Bidder in the first bid itself. Price quoted in any other format/place other than the Schedule of Price shall be summarily rejected.
- ii) The Bid shall be made in Indian Rupees only and all payments for the entire scope will be made in Indian Rupees only.

9.0 Modification of Bids

The Bidder is not permitted to modify his Bid Suo-moto after the Bid submission.

10.0 AMENDMENT/CORRIGENDUM TO THE TENDER DOCUMENTS:

- i. At any time prior to the deadline for submission of bids, NLCIL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, issue an amendment to the Tender documents.

- ii. Amendments/Errata/Corrigendum/Clarifications, if any, issued for the Tender shall form part and parcel of the Tender Document. Amendments / Errata / Corrigendum / Clarifications will be hosted in NeAT portal, NLCIL's website and CPPP. Bidders are requested to visit NLCIL's website / CPPP and note the Amendments / Errata / Corrigendum / Clarifications before submission of offer. Any ignorance on the part of the firms in not seeing the websites will not be an excuse. NLCIL shall not be responsible if any Bidder omits to notice any Amendments/ Errata /Corrigendum / Clarifications. The Amendments /Errata/Corrigendum/Clarifications will be numbered serially.
- iii. In order to afford prospective Bidders reasonable time in which to take the Corrigendum into account in preparing their bid, NLCIL may, at its discretion, extend the deadline for the submission of bids.

11.0 Opening of Bid:

- i. NLCIL will open the online bids on the date and time specified in this Tender Document/Corrigendum. In the event of the specified date for the opening of bid being declared a holiday for NLCIL, bid will be opened at the appointed time on the next working day. Bidder's attendance during the bid opening in NLCIL Premises is not envisaged.
- ii. Bids submitted by Fax/Email shall be rejected.
- iii. Bids which are complete, complying and responsive to the requirements of the Tender Document will be considered for evaluation.

12.0 General Instructions:

- i. The Bidder shall submit their Bid documents through online at NeAT Portal <https://procure.nlcindia.in> after carefully examining the documents. The Bidder's name stated in the Bid shall be the exact legal name of the firm.
- ii. Bidders shall ensure that all uploaded documents are duly authorized.
- iii. Bidder may note that mere submission of filled in bid and/or submission of additional information do not automatically entitle him for appointment. NLCIL at its sole discretion may invite, modify, or annul the process without assigning reasons whatsoever.
- iv. Bidders to further ensure that Bid documents uploaded by NLCIL are being downloaded properly. File related to particular Attachment/Schedule including their Annexure, Appendices, if any, shall be given name of that Attachment/Schedule only.
- v. Bid shall be hosted/ uploaded on the system as per the time lines & the schedule specified on the tender document.
- vi. Power of Attorney/Authorization with the seal of the company in favour of the person signing the Bid.

13.0 PROCESS OF e-TENDER:

This is a two stage tender. The tender shall be processed as follows:

- (i) On the scheduled date and time of tender opening, Tender Opening Committee will open online bids (Part-I) containing PQR & Techno-Commercial requirements of tender.

- (ii) The bidders who get qualified on PQR aspects shall alone be considered for techno-commercial aspects.
- (iii) The bidders who get qualified on techno-commercial aspects shall alone be considered for on line price cover opening (Part-II).
- (iv) The opening of the Part -II (Prices) of the bid will be intimated later separately to the bidders who are found to have satisfied the Techno-Commercial aspects.

14.0 EVALUATION:

For evaluation purpose, prices quoted in Schedule of Prices alone shall be taken into consideration.

After opening of Part-II, the bidders will be ranked as L1, L2, L3 Starting from the lowest Total Quoted Price and increasing in the ascending order of the quoted Total price and order will be placed to the Bidder who has quoted lowest (L1).

15.0 POLICY FOR BIDS UNDER CONSIDERATION:

Bids shall be deemed to be under consideration immediately after they are opened. While the Bids are under consideration, Bidder's and/or their representatives or other interested parties are advised to refrain from contacting by any means, the Purchaser and/or his employees/representatives on matters related to the Bids under consideration. The Purchaser, if necessary will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, in writing as may be necessary.

16.0 NO CLAIM FOR COMPENSATION FOR SUBMISSION OF BID:

- a) The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause of action or claim against NLC India Limited for the rejection or non-acceptance of his Bid. NLC India Limited shall always be at liberty to reject or accept any bid or part thereof at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against NLC India Limited.
- b) The Bidder whose bid is not accepted shall not be entitled to make any claim on account of costs, charges and expenses incidental to or incurred by such Bidder, as a result of or in connection with the submission of the bid, or the consideration of the bid by NLC INDIA LTD., even if NLC INDIA LTD, elects to modify/ withdraw/ abandon the Invitation to Bid or does not accept the bid.

17.0 BID VALIDITY:

- i) The Bid should be kept valid for acceptance for a period of 90 days from the date set for the opening of the Bid and has to be extended from time to time if situation warrants due to administrative procedures in vogue.
- ii) The Bidder will not be permitted to change the substance of the Bid suo-moto, after Bid has been opened.
- iii) Unilateral revision or withdrawal of offer by the Bidder within the subsistence of the validity period of offer shall not be permitted. Violation of this condition shall result in rejection of the Bid without notice and banning/debarring as per NLCIL procedure.

18.0 LATEST HOUR FOR RECEIPT OF BIDS:

Online Bid shall be submitted through <https://procure.nlcindia.in> not later than the time and date fixed for tender opening. Bidder cannot submit any offer after the due date and time stipulated in the e-Tender. In general, no request for postponement or extension of time shall be permitted for the Tender/ Price bid opening date.

19.0 Single Bidder Responsibility

- i) The scope of supply and services shall be under single Bidder responsibility.
- ii) The successful Bidder should not sub contract the entire work on back to back basis or otherwise.

20.0 Purchaser's Right to Accept Bid

- i) Purchaser shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Purchaser.
- ii) The Purchaser does not pledge himself to accept the lowest of Bid.

21.0 DEVIATION:

All the clauses in the Technical and Commercial Conditions and Scope of Work and other conditions are vital and no deviation is permitted in these clauses. The bidder is not permitted to take any deviation to the terms and conditions stipulated in the tender.

- i) Bidders will not be allowed to take any deviations in the Tender conditions. Bidders are permitted to furnish clarification / deviation, if any, during pre-bid stage only. Deviations listed elsewhere in the Bid shall not be considered and will be summarily rejected. Separate printed standard terms and conditions of the Bidder shall not be taken into cognizance and shall be totally rejected.
- ii) No alterations or disfigurement, other than filling in particulars wherever called for in the formats of the Tender Specifications shall be made in the Bid. Any changes/modifications made by the Bidder in Bid documents itself shall not be taken into consideration.
- iii) If at any later date, it is found that documents, information, averments and data submitted by the bidder in the Bid, based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the Purchaser at time of tender evaluation, the Bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the Contract awarded based on such incorrect or false information shall be cancelled and the CPG deposited shall be appropriated by the Purchaser towards Purchaser's cost, loss and damage to Purchaser.

22.0 Suspension/Banning

22.1 The Bidder will be disqualified for this tender and also would be banned for (2) Two years for the following acts:

- i. Formation of Cartel with other Contractors with a view to artificially hike the prices.
- ii. Wilful suppression of facts or furnishing of wrong information or manipulated/forged documents or using other illegal/unfair means.

iii. If the bidder withdraws/modifies/impairs/derogates his offer on his own after tenders are opened or fails to accept the LOA/fails to submit CPG.

Purchaser would also be at liberty to inform the matter to other PSUs of the Government of India / Statutory Bodies.

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.

22.2 Suspension of the Contractor:

If the performance of the Contractor is found to be unsatisfactory or if the conduct is under suspicion or in the event of any breach of the conditions committed by the contractor will lead to suspension of the Contractor for six (6) months.

22.3 Banning of the Contractor:

Performing substandard works and failure to rectify the same even after reasonable extension is given to the contractor will lead to banning of the Contractor for one (1) year.

23.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPG)

As a Contract security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee (CPG) as per Format in Annexure-F, in favour of the Purchaser within 30 days from the date of issue of Letter of Award (LOA). The guarantee amount shall be equal to ten percent (10%) of the Contract value and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. The CPG shall be valid till the end of Contract Period with grace period of three months.

SECTION-3
COMMERCIAL TERMS AND CONDITIONS

1.0 INTRODUCTION

NLC INDIA LIMITED (formerly Neyveli Lignite Corporation Limited) (NLCIL) is a Navratna, Government of India Enterprise registered under the Indian Companies Act 1956, engaged in mining of lignite and power generation in Neyveli, Tamil Nadu State and Barsingsar, Rajasthan State in India. NLCIL views its business as an opportunity to set up the mechanisms for sustainable socio-economic development of its operating regions and also for contributing to the Nation Building Efforts.

A pioneer among the public sector undertakings in energy sector, NLCIL operates:

- Three highly mechanized opencast Lignite Mines (28.5 Million Tonnes per Annum) at Neyveli and one Lignite Mine (2.1 Million Tonnes per Annum) at Barsingsar, Rajasthan with a total capacity of 30.6 MTPA.
- Talabira II & III Coal Block (20 MTPA), Odisha, allotted to NLCIL as linked mine to proposed Odisha Thermal Power Project and operating Thermal Power Plant of NTPL at Tuticorin.
- Four Lignite based Thermal Power Stations (3,390 Mega Watt) in Neyveli and one Lignite based Thermal Power Plant in Barsingsar, Rajasthan (250 Mega Watt) with a total capacity of 3,640 MW.
- On green energy front it operates a Solar Power Plant of 141.06 MW (130MW+10 MW+1.06 MW) capacity at Neyveli.
- Solar Power Plant of 500 MW commissioned in 2018-19 and 709 MW commissioned in 2019-20 in various districts of Tamil Nadu.
- 20 MW capacity Solar Power Project was commissioned May 2020 at Andaman& Nicobar Islands.
- Wind Power Plant of 51 MW at Kazhuneerkulam, Tirunelveli, Tamil Nadu.
- A coal based Thermal Power Station of 1000 MW - NTPL at Tuticorin, Tamil Nadu as a joint venture between NLC India Limited and TANGEDCO (89:11).

ON GOING PROJECTS:

- Expansion of Mine-IA (From 3.0 MTPA to 7.0 MTPA) at Neyveli.
- Pachwara South Coal Block (11 MTPA), Jharkhand, allotted by GOI as a linked mine to NUPPL – A JV between NLCIL & UPRVUNL (51:49)
- NLC India Limited has also formed a Joint Venture (JV) company with Uttar Pradesh Rajya Vidut Utpadan Nigam Limited (UPRVUNL) in the name of Neyveli Uttar Pradesh Power Limited (NUPPL) to set up a coal based supercritical power plant with a capacity of 1980 MW (3 x 660 MW) in the state of Uttar Pradesh at Ghatampur Tehsil, Kanpur Nagar.
- NLC India Limited also formed a Joint Venture Company with Coal India Ltd (CIL), in the name of 'Coal Lignite Urja Vikas Private Limited, (CLUVPL)', incorporated on 10.11.2020 to venture into various Solar and Thermal Power projects across India around 5000 MW.

NLCIL has envisaged to enhance the Renewable Energy installed capacity to 6031 MW by 2030.

NLCIL has participated in GUVNL Tender for development of 300 MW at Solar Park of GSECL at Khavda (GSECL Phase-II). NLCIL has received LOI from GUVNL for development of 600 MW Solar Power Project in GSECL’s Solar Park at Khavda (GSECL Phase-II).

This Solar PV Project is intended to be developed by NLCIL through its wholly owned subsidiary M/s.NLC India Green Energy Limited.

For more details on the activities of NLCIL, please refer to www.nlcindia.in.

1.1 Definitions:

- i). ‘Bidder’ shall mean the firm/party who quotes against this enquiry.
- ii). ‘Client/CLIENT’ shall mean the owner viz. M/s NLCIL, Neyveli-1, a Government of India, Public Sector Navratna Enterprise.
- iii). ‘Consultant’ shall mean “the successful bidder who shall be awarded the contract to execute the project.”
- iv). ‘NLCIL’ shall mean the owner viz. M/s NLCIL, Neyveli-1, a Government of India Enterprise.
- v). ‘Technical Expert’ shall mean a person deputed by the Consultant who deals with project technical review and support on engineering aspects at Site / NLCIL office.
- vi). ‘Tender’ shall mean the Invitation to Bid issued by the NLCIL together with the Commercial Conditions of Contract, Scope of Work, howsoever called and shall include, Annexures, Formats and attachments thereto, as also any and all Amendments/ Corrigendum/ Errata/ Clarifications issued by the Client till the Bid opening date.

2.0 BRIEF SCOPE OF WORK:

The consultant shall provide Owner’s Engineering Consultancy for developing 600 MW Solar PV Power Project including Basic Engineering, Review and approval of Design & Engineering documents and technical support during the Project execution and commissioning.

For detailed scope of work, please refer to Section-5, Technical Terms and Conditions given in the Tender Document.

3.0 Pre-Qualification Requirements:

PQ Requirements shall be referred at Cl.3.0 of Section-1.

4.0 TIME SCHEDULE:

The bidder shall adhere to the time schedule as detailed below:

Stage -1 (BASIC ENGINEERING)

Sl. No.	OE consultancy works / Activity	From the date of LOA
i.	Finalizing the sizing and design Parameters for procurement of equipments (IDT, HT CABLES, INVERTERS, HT SWITCHGEARS & MODULES)	D + 1 MONTH
ii.	Preparation of PV Syst reports for Energy Generation assessment with all potential options	

Stage- 2 (Review & Approval of Design Documents & Drawings)

Sl. No.	OE consultancy works / Activity	From the date of LOA
i.	Package- 1 Documents of BOS EPC [civil drawings] – Design review, validation and approval	D + 16 MONTHS
ii.	Package- 2 Review, Validation and approval of Supply Packages	
iii.	Package- 3 Documents of BOS EPC [electrical drawings] – Design review, validation and approval	
iv.	Package- 4 Documents of BOS EPC [other general drawings] – Design review, validation and approval	
v.	Package -5 Post Commissioning	D + 22 MONTHS

D= Date of LOA

Turnaround time for drawing/ document review:

- a. Review of first submission – turn-around time of 3 working days
- b. Review of next revision – turn-around time of 2 working days.

5.0 PAYMENT TERMS:

The terms of payment for scope of work shall be as detailed below:

Payment for providing Owner’s Engineering Consultancy for developing 600 MW Solar PV Power Project including Basic Engineering, Review and approval of Design & Engineering and technical support during the Project execution and commissioning shall be 100% of the total contract value including GST.

SL. No.	Owner’s Engineering activities	DESCRIPTION of Milestone activity	PAYMENT SCHEDULE in % of 100% of Lumpsum value	Documents/Activities Required to be Submitted/Executed by the Contractor for Release of Payment
1	STAGE-1 (BASIC ENGINEERING)	Finalizing the sizing and design Parameters for procurement of equipments (IDT, HT CABLES, INVERTERS, HT SWITCHGEARS & PV MODULES)	5%	Payment on completion of each milestone activity

		Preparation of PV Syst reports for Energy Generation assessment with all potential options and conceptual plant layout	2%	
2	STAGE-2	(Review & Approval of Design Documents & Drawings of BOS package)		
2a	Package- 1 CIVIL Works Documents of BOS EPC– Design & Drawing review, validation and approval	Area Grading/finished ground level	2%	Payment on completion of each milestone activity
		Topography survey, soil investigation, Hydrology study & ERT Test.	5%	
		Overall Plant Layout	4%	
		MMS/ tracker Structure and Pile foundation Pile Pull-out, Lateral tests etc.,	4%	
		Part -A 1. Boundary/ Periphery Fencing, Gates etc., 2. PESS 3. PCSS 4. Inverter Transformer & Yard 5. Other Electrical Equipment Foundations	9%	
		Part -B 1. Plant Roads 2. Plant Storm Water Drainage 3. Security room, watch-man cabin and watch towers 4. Misc. Works	9%	

2b	Package -2 Supply Package	Review of Supply Package Documents		Payment on completion of each milestone activity
		IDT	3%	
		HT CABLES	3%	
		INVERTERS	3%	
		HT SWITCHGEARS	3%	
		PV MODULES	3%	
2c	Package- 3 Electrical Works Documents of BOS EPC– Design & Drawing review, validation and approval	DC System		Payment on completion of each milestone activity
		1. PV Modules 2. SCMB 3. Inverters 4. Solar Cables 5. LT Cables	10%	
		AC System		
		1. IDT 2. Switchgear Panel 3. Switchyard 4. AC Cables 5. SCADA 6. Control & Power Cables 7. UPS 8. ACDB	10%	
		Design review power evacuation system	2%	
		Review of equipment layout, earthing layout, LA layout and sizing of all parameters	2%	
		Design review of data communication system from PV Module to Evacuation point.	2%	

		Design review of SCADA, WMS and Energy metering scheme.	1%	
		Cable Laying Drawings	1%	
2d	Package- 4 Other Works Documents of BOS EPC– Design & Drawing review, validation and approval	MQP & FQP	2%	Payment on completion of each milestone activity
		Module Cleaning	2%	
		Review the field test reports conducted at site during commissioning	2%	
		Review of Relay settings & coordination and engineering support till the completion of commissioning works	3%	
		Review of Evaluating adherence of safety recommendations as CEA guidelines	2%	
		As-built Drawings	1%	
3	The balance 5% payment of the lumpsum value will be released on commissioning of the 600MW Solar PV plant project and issuance of Commissioning Certificate from GUVNL/GSECL. <p style="text-align: center;">(OR)</p> If commissioning of 600MW project is not completed within 6 months from the date of completion of contract period due to the reasons not attributable to the OE Consultant, the balance 5% payment of the lumpsum value shall be made available to the OE consultant.			
4	120 Man-Days	Providing Expert support during the execution & Commissioning of the project.	Per day rate	Payment will be made for deployed man days at site / NLCIL office on submission of report after visit with due certification by NLCIL.

6.0 DEFICIENCY IN PERFORMANCE: In the event of the failure to adhere to the pre-determined activities as per Time schedule in Sl. No.4.0 of this Section, NLCIL shall deduct towards damage at the rate of half a percent per week of delay or part thereof subject to a maximum of 5 % (Five Percent) of that activity. However, the maximum deductions towards the delay shall be 5% of the total contract value.

7.0 CONTRACT PERFORMANCE BANK GUARANTEE (CPG)

As a Contract security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Contract Performance Guarantee (CPG) as per Annexure-F of the Tender document, in favour of the Purchaser within 30 days from the date of issue of Letter of Award (LOA). The guarantee amount shall be equal to four percent (10%) of the 'Contract value' and it shall guarantee the faithful performance of the 'Contract' in accordance with the terms and conditions specified in these documents and specifications. The CPG shall be initially valid till the end of Contract period plus three months grace period. The validity of CPG shall be extended by the Contractor on the request of the Purchaser. CPG will be released after commissioning of 600MW Solar PV plant project and issuance of Commissioning Certificate from GUVNL/GSECL.

8.0 PRICE:

- a. The "Schedule of Price" duly filled in by the bidder shall be submitted online in the Specified Form.
- b. Notwithstanding any information and data which may be contained in the Tender Document the Bidder has to make independent enquiries and generally obtain his own information on all matters that may in any way affect the prices.

9.0 MODE OF PAYMENT:

All Payments shall be made in Indian Rupees to the Contractor through E-payment. For effecting E-Payment, Contractor shall furnish necessary details to the Purchaser. All bank charges shall be to the account of the Contractor.

10.0 GOODS & SERVICE TAX (GST):

The Goods & Service Tax (GST), shall be paid by NLCIL at actuals to the extent directly relatable to the services rendered by the Contractor under this Contract subject to production of relevant documentary evidence.

Any Statutory Variation in the Rate of GST after the first day of the month, which is one month prior to the original scheduled date of Tender opening, shall be to NLCIL's account during the contract period.

11.0 ACTION AGAINST THE BIDDER:

If the bidder withdraws/modifies/impairs/derogates his offer on his own after tenders are opened or fails to accept the LOA, the bidder will be disqualified for this tender and would be banned for a period of two (2) years and shall not be permitted to participate in any of the Tenders of NLCIL during the Suspension / Banning/ debarment period.

Furnishing incorrect information in the Tender, failure to act according to Order Conditions, non-fulfillment of any or whole of the Order may entail suspension/banning of bidder/contractor in addition to taking other appropriate action against the bidder.

Suspension/Banning/Debarment for 2 years

Any of the following acts shall lead to Banning/Debarment of Bidder/Contractor for (2) Two years.

- i. Formation of Cartel with other Contractors with a view to artificially hike the prices.
- ii. Wilful suppression of facts or furnishing of wrong information or manipulated/forged documents or using other illegal/unfair means.
- iii. If the Firm/employees are found to be guilty of involving in malpractices like bribery, corruption etc.
- iv. If the bidder/contractor withdraws/modifies/impairs/derogates his offer on his own after tenders are opened or fails to accept the Letter of Award (LoA).

12.0 RESOLUTION OF DISPUTES AND JURISDICTION

12.1 Jurisdiction

The laws applicable to this Contract shall be the laws in force in India. The civil courts having ordinary original jurisdiction over Khavda, Gujarat shall alone have exclusive jurisdiction over all matters concerning this Contract including the arbitration proceedings if any arising under the Contract.

12.2 Resolution of Disputes

Any dispute / disputes or difference / differences arising out of or in connection with the Contract shall, to the extent possible be settled amicably between the parties.

a) Informal Dispute Resolution

- I. The parties agree to use reasonable efforts to resolve all disputes equitably and in good faith. If any dispute between the Contractor and the Purchaser arises it shall in the first instance be referred in writing to the Purchaser, who shall endeavour to resolve the dispute amicably and render a decision within 30 days. The period of 30 days shall be reckoned from the date of intimation of the dispute received by the Purchaser.
- II. Save as hereinafter provided, in respect of a dispute so referred, the decision of the Purchaser shall be final and binding upon the Parties until the completion of the Contract and shall forthwith be given effect to by the Contractor who shall proceed with the Contract with all due diligence, whether or not either Party has sought conciliation of the dispute as hereinafter provided.

b) CONCILIATION

- i. If the party is dissatisfied with the decision rendered by the Purchaser, or if the Purchaser omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party shall require by a notification that the dispute be referred to Conciliation in the manner as per the 'NLC Conciliation Rules', copy of which is available with the NLCIL offices and

the Bidders/ Contractors shall abide by the NLC Conciliation Rules' for resolving any dispute arising out of this contract. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the Conciliation within the time stipulated shall debar the party from seeking reference to Conciliation.

- ii. Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be settled by Conciliation in accordance with. 'NLC Conciliation Rules'. The Conciliation shall be held at Neyveli/ Chennai or in a place with in India mutually agreed by the parties. The Conciliation proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.
- iii. There shall be three Conciliators, who will be appointed as per Section-5 of the 'NLC Conciliation Rules'.
- iv. The Contract conditions and the rights and obligations of the Parties, shall remain in full force and effect during the Conciliation proceedings. Supplies and / or services under the Contract shall, if reasonably possible, continue during the Conciliation proceedings.
- v. For the purpose of this clause, the term 'dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, and whether before or after termination, abandonment or breach of the Contract. (except as to any matter, the decision of which is specifically otherwise provided for in any of these conditions).
- vi. Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to.
- vii. Once the settlement agreement is signed with respect to a dispute, the same dispute is not subject to further appeal through Arbitration or Judicial Proceedings.
- viii. Anything not found included in the 'NLC Conciliation Rules', but necessary to conduct the conciliation proceedings will be dealt with as per the provisions of the 'Arbitration and Conciliation Act 1996 -Part-III' or as per the statutory provisions modified from time to time.

12.3 ARBITRATION

12.3.1 Between NLCIL & another Central PSE

In the event of any dispute or difference, relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party for resolution through Administrative Mechanism for Resolution of CPSE's Disputes (AMRCD) as mentioned in DPE OM No. 4(1) 2013–DPE–(GM)/FTS-1835 dated. 22.05.2018 and its Amendments issued from time to time.

12.3.2 For other Contractors :

Arbitration shall be applicable only for the dispute(s) involving claims from Rs.25 Lakhs to Rs.20 Crores. The claims below Rs.25 Lakhs are subject to the jurisdiction of the respective Civil Court having jurisdiction over the place of works/supply/service. The claims above Rs.20 Crores are subject to the exclusive jurisdiction of the Court situated at Chennai.

- i) In case of failure to resolve the dispute through Conciliation, then within a further

period of 30 days, the dissatisfied Party may require by a notification that the dispute be referred to arbitration in the manner hereinafter provided. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the arbitration within the time schedule shall debar the party from seeking reference to arbitration.

- ii) Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 (the "Act") as may be amended from time to time. The arbitration shall be held at Chennai, Tamil Nadu. The arbitration proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.
- iii) There shall be three (3) arbitrators of whom each Party shall appoint one. The Party requesting that the dispute be referred to arbitration shall, within 30 days of the notification in terms of Clause 12.3.2(i), appoint an arbitrator as also call upon the other Party to appoint an arbitrator within thirty (30) days. The two arbitrators so appointed shall, within thirty (30) days of the date on which the second of them is appointed, agree on the third arbitrator who shall act as the presiding arbitrator of the tribunal.
- iv) The agreement and the rights and obligations of the Parties, shall remain in full force and effect pending the award in any arbitration proceedings. Supplies and/ or services under the Contract shall, if reasonably possible, continue during arbitration proceedings.
- v) For the purposes of this clause, the term 'dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the Contract (except as to any matter, the decision of which is specifically provided for in any of these conditions).
- vi) The Arbitrators shall publish a speaking award which shall be binding on both the parties. The party, in whose favour the award is passed, shall be entitled to recover the entire cost of Arbitration from the other party. The Arbitrator shall indicate the above in their award clearly.

13.0 Termination:

The contract for consultancy services shall be liable for termination by NLCIL if the conduct of the Consultant and/or their personnel is considered by NLCIL to be prejudicial to its interest. NLC, shall however, give 15 days prior written notice to the Consultant of the effective date of termination. On any such event of termination, NLCIL shall pay to the Consultant only for the quantum of works / services he has rendered as on the effective date of such termination.

14.0 Fore-Closure of Contract:

The contract for the consultancy services shall be terminated if due to any unforeseen circumstances which may lead to the foreclosure of the project for reasons such as resource crunch, non-availability of funds, and for other administrative reasons etc. NLCIL shall however, give 30 days prior written notice to the Consultant. NLCIL shall pay to the Consultant, only for the quantum of works / services he has rendered as on the effective date of such termination.

SECTION-4
SCHEDULES & ANNEXURES

SCHEDULE OF PRICES

SCHEDULE-F1

PRICE SCHEDULE		
Sl. NO.	DESCRIPTION	Quoted Price in Rs.
1	Lumpsum price for “OWNER's ENGINEER CONSULTANT FOR DEVELOPING 600MW SOLAR PV POWER PROJECTS IN THE GSECL SOLAR PARK (Phase-II) AT KHAVDA, GUJARAT DEVELOPED BY GUVNL ”	
1.1	Charges per Man Day	
2	Charges for 120 Man days (120 Days x Per Man Day Charge)	
3	Sub Total (Sl. No. 1 + Sl. No. 2)	
4	GST in %	
5	GST for Sub Total (SL. NO.3 X SL. NO. 4)	
6	Grand Total (Sl. No. 3 + Sl. No. 5) incl. GST	

Note:

- 1.The Per Man Day Charges shall be inclusive of all out of pocket expense incurred for travel, lodging, food, local conveyance etc. required for completion of the subject work.
2. Payment will be made for the actual man days utilised.
3. Out of 120 Man Days, ten (10) Man Day visits are required at NLCIL office, Neyveli and remaining 110 Man Days are required at project site.

ANNEXURE-A

FORMAT OF BID GUARANTEE

Note:

1. This Bank Guarantee should be furnished by a Scheduled Commercial Bank, authorised by Reserve Bank of India (RBI) in the format as given below.
2. This Bank Guarantee should be furnished on stamp paper of value not less than Rs. 80/- as per Stamp Act. The date of issue of stamp paper shall be before the date of execution of Bank Guarantee.
3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee / Name of the Bidder.
4. Bank Guarantee furnished in physical form shall be verifiable by SFMS mode. Any Bank Guarantee submitted in physical form which cannot be verifiable through SFMS will be rejected summarily.
5. The Bank Guarantee may also be furnished by a foreign bank authorized by RBI.

BANK GUARANTEE No.:

Date:

Ref : Tender No.

To

The Chief General Manager/Contracts,
 NLC India Limited.,
 Block-1, NEYVELI – 607 801.
 Cuddalore DIST., TAMIL NADU.
 INDIA .

Dear Sirs,

In accordance with your ‘Invitation to Bid’ under your Tender No. dated M/s..... hereinafter called the Bidder, having its registered office/Head office at with the following Directors on their Board of Directors / partners of the firm,

- | | |
|---------|-----------------|
| 1..... | 2..... |
| 3 | 4..... |
| 5..... | 6 |
| 7..... | 8 |
| 9..... | 10..... wish to |

participate in the said bid for

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of INR/FC.....(in words and figures) valid for 150 days from..... (the date of bid opening) is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid documents.

We, theBank at having our Head Office at (local address) guarantee and undertake to pay immediately on demand by NLC India Limited.

The guarantee shall be irrevocable and shall remain valid up to If any further extension of this guarantee is required the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- a. our liability under this bank guarantee shall not exceed.....(in words)
- b. this bank guarantee shall be valid upto; and
- c. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

In witness whereof the Bank, through its authorised officer has set its hand and stamp on this day of at

WITNESSES
1. **Signature**

Name in (Block letters)
Occupation
Address:

(Signature)
Name in Block Letters:

Designation
Staff code No.

(Bank's Seal)

2. Signature

Name (in Block letters)

Occupation

Address

ANNEXURE –B

FORM OF BID

To be submitted by the Bidder in
Part-I [Techno-commercial]

From:

To:

The Chief General Manager / Contracts,
NLC India Limited,
Corporate Office, Block-1,
Neyveli - 607801,
Cuddalore Dist.,
Tamil Nadu, India.

Sub :

Ref : Tender No.

Dear Sirs,

1. Having carefully examined the Tender documents attached to your Invitation to Bid No _____ dated _____, and its Amendments / Errata / Corrigendum / clarifications issued till the date of tender opening, we agree to complete the 'works/services' in conformity with all the terms and conditions stated in Tender Documents and its Amendments / Errata / Corrigendum / Clarifications issued till the date of tender opening and as per time schedule given in Tender Documents.
2. I/We declare and certify that I/We fully satisfy the eligibility criteria and the documentary proof as called for, have been annexed.
3. We undertake, in case our Bid is accepted, to commence the work from the date of Letter of Award and to complete and deliver the whole of the work and responsibilities comprised in the Contract as per Time Schedule given in Tender Documents.
4. We are submitting the Bid Guarantee for a sum of (Rupees..... only) as instructed by you. This Bid Guarantee shall be governed as per the stipulations provided in the "Instructions to Bidders".
5. We agree to abide by and keep our Bid valid initially for a period of 90 (Ninety) days from the date of opening of bid (Part-I) by NLC India Limited and it shall remain binding on us and may be accepted at any time before the expiry of that period.
6. Should our Bid be accepted, we hereby agree to abide by and fulfill all terms and conditions of Tender Documents as accepted by us and in default thereof, to forfeit and pay to NLC India Ltd or NLC India Ltd.'s successors, assignees or authorized nominees such sums of money as are stipulated in conditions contained in Tender Documents and agree to furnish Bank Guarantee for Contract Performance as per the proforma prescribed by NLC India Ltd and acceptable to NLC India Ltd and for the sum equal to 10% of the Contract Price, for the entire scope of work within 30 days from the date of Letter of Award.

7. We understand that NLC India Ltd. is not bound to accept the lowest or any Bids received and NLC India Ltd. has the right to reject any Bid, without assigning any reason whatsoever.
8. This Bid together with written acceptance thereof, shall constitute a binding Contract between NLC India Ltd. and ourselves till a formal Contract is executed.

Signed this ----- day of ----- 2023.

Signature :
Name :
Designation :
Company :
Company Seal :
Date :

XXXXX

ANNEXURE - C
FORM OF BID

To be submitted by the Bidder in
Part-II- [Price Bid]

NLCIL's Tender No. : Dated :

Our Bid No :

From:

To:

The Chief General Manager / Contracts,

NLC India Limited.

Corporate Office, Block-1

Neyveli – 607 801, Cuddalore Dist.,

Tamil Nadu, India.

Dear Sirs,

1. I/We, the undersigned have carefully examined and understood the Tender Documents including the Amendments/Errata/Corrigendum/Clarifications issued till the date of Tender Opening. I/We hereby agree to carry out the entire works as described in the specifications in conformity with the specifications and Tender Documents, as per prices quoted by us in the Schedule of Prices (Schedule F1) enclosed herewith.
2. In the event of our offer being accepted, we agree to furnish a Bank Guarantee for Contract Performance as per the proforma prescribed by NLC India Limited and acceptable to NLC India Limited and for the sum equal to 10% (Ten percent) of Total Contract Price within 30 days from the date of Letter of Award.

Signed this -----day of ----- 2023.

Signature :

Name :

Designation :

Company :

Company Seal

Date :

XXXXXX

ANNEXURE-D

AFFIDAVIT (to be furnished by all bidders)

From:
(Name & Address of Bidder)
.....

.....

We do hereby declare that the contents of the offer submitted vide No. _____ against this tender (i.e Tender No.) have been submitted after fully understanding that the information contained in the offer and the documents enclosed/provided along with the bid are true, correct and complete in every aspect and that if any information contained therein is found to be false/incorrect/fabricated, offer shall be considered as null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.

- i) I/We Partner / Legal Attorney / Proprietor/ Accredited Representative of M/s..... declare that, we are submitting our offer/bid for the consultancy services vide our offer dated
- ii) The contents/enclosures/documents of the offer are submitted after fully understanding that all the information furnished by me / us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid.
- iii) During the verification of offer or even at a later date, if any information or document submitted by me/us found to be false /fabricated/ incorrect, the said offer shall be considered absolutely null and void and action as deemed fit shall be taken against me / us including forfeiture of EMD/Bid Guarantee/ Security Deposit /ContractPerformance Guarantee and action of suspension/ banning/debarring/blacklisting of my / our firm (including all partners of the firm)/company as per the tender conditions and law.

Authorized Signatory
(Name & Designation)

Place:
Date :

Seal:

ANNEXURE – E

INTEGRITY PACT PROGRAMME

(To be executed on plain paper and applicable for all tenders of value above Rupees one (1) Crore)

Integrity Pact

Between

NLC India Limited (NLCIL) hereinafter referred to as "The Principal" and hereinafter referred to as "The Bidder/ Contractor"

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s for

..... The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Definitions:

In pursuance of the above Pact, for the purposes of this provision, the Principal defines therelevant terms set forth therein as under:

- 1) "Contract" means the contract entered into between the Principal and Bidder (or Tenderer) / Contractor for the execution of work mentioned in the preamble above.
- 2) "Contractor" means the bidder or tenderer whose tender (bid) has been accepted by the principal or Company whose tender (bid) has been accepted and shall be deemed to include his/its/their successors, representatives, heirs, executors and administrators unlessexcluded by the Contract.
- 3) "Coercive practice" means harming or threatening to harm, directly or indirectly, personsor their property to influence their participation in the procurement process or affect the execution of a contract; In order to achieve these goals, the Principal proposes to appoint one or more Independent External Monitor/s who will monitor the tender process and theexecution of the contract for compliance with the principles mentioned above.
- 4) "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Principal designed to establish bid prices at artificial, noncompetitive levels; and

- 5) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 6) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Principal and includes collusive practices among Bidders (Prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Principal of the benefits of free and open competition;
- 7) “Independent External Monitor” means a person, hereinafter referred to as IEM appointed, in accordance with Section 8 below, to verify compliance with this agreement.
- 8) “Party” means a signatory to this agreement.
- 9) “Purchaser” means NLC INDIA LTD, Neyveli, incorporated under the Companies Act 1956, having their registered Office at Chennai-600 010 and includes their successors.
- 10) “Bidder or Tenderer” means the person, firm or company submitting a tender (bid) against the invitation to Tender (bid) and includes his/its/their staff, consultants, parent and associate and subsidiary companies, agents, consortium and joint venture partners, sub- contractors and suppliers, heirs, executors, administrators, representatives, successors.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - 1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - 2 The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - 3 The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder / Contractor will not, directly or through any other person or firm, offer,

promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to form cartels in the bidding process.
 3. The Bidder /Contractor will not commit any offence under the relevant Anticorruption Laws of India; further the Bidder /Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 5. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder / Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 6. In Case of subcontracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.
- (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract,if already signed, for such reason.

- (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder /Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3 or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors/ Subcontractors

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractor/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or

Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – Independent External Monitor (IEM)

- (1) The IEMs have been appointed by the Central Vigilance Commission. The task of the IEMs is to review independently, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IEM is not subject to instructions by the representatives of the parties and performs his functions, neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The Contractor accepts that the IEM has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) After award of work, the IEMs shall look into any issue related to execution of contract if specifically raised before them. However, the IEMs may suggest systemic improvements to the Principal if considered necessary to bring about transparency, equity and fairness in the system of procurement.
- (7) The IEMs would examine all complaints received by them and give their recommendations/views to the Chief Executive of the Principal, at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs are expected to tender their advice on the complaints, within 30 days.
- (8) For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation and submit their joint recommendations to Principal.

- (9) IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers.
- (10) In the event of any dispute between the Principal and the Contractor/Bidder, in case, both the parties are agreeable, they may try to settle the dispute through mediation before the IEMs in a time bound manner, not more than five meetings for a particular dispute resolution. The sitting fees and expenses towards travel and stay arrangements for such meetings for the IEMs shall be equally shared by both the parties.
- (11) If required, the Principal may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal may take further action as per the terms and conditions of the contract.
- (12) The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to Principal. Their role is independent in nature and the advice once tendered would not be subject to review at the request of Principal.
- (13) Issues like warranty/guarantee etc shall be outside the purview of IEMs.
- (14) The reference to 'IEM' would include both Singular and Plural.
- (15) The IEM can be removed from his office, before the expiry of his tenure only with the approval of the Board of the Principal.

Section 9 - Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion ness dealings. For all other bidders it shall be operative upto 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chennai / Neyveli. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / disputearising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership or a consortium this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) “A person signing IP shall not approach the Courts while representing the matters to IEMs and he / she will await their decision in the matter”.

For the Principal

For the Bidder / Contractor

Place

Date

Witness 1.....

Witness1

Witness 2.....

Witness 2.....

ANNEXURE – F
Contract Performance Bank Guarantee format

NOTE:

1. This guarantee should be furnished by a Scheduled Commercial Bank, authorised by Reserve Bank of India (RBI) in the format as given below.
 2. This Bank Guarantee should be furnished on stamp paper of value not less than Rs. 80/- as per Stamp Act. The date of issue of stamp paper shall be before the date of execution of Bank Guarantee.
 3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee / Name of the Bidder.
 4. Bank Guarantee furnished in physical form shall be verifiable by SFMS mode. Any Bank Guarantee submitted in physical form which cannot be verifiable through SFMS will be rejected summarily.
 5. The Bank Guarantee may also be furnished by a foreign bank authorized by RBI.
-

Bank Guarantee No.....

Date.....

To:
The Chief General Manager/Contracts,
NLC India Limited,
Corporate Office,
Block Neyveli - 607 801,
Cuddalore Dist.,
Tamil Nadu.

Dear Sirs,
schedule

1. In consideration of the NLC India Limited, Chennai hereinafter referred to as the 'CLIENT', which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, having awarded in favour of M/s.....having registered office at.....hereinafter referred to as the 'CONSULTANT', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a Contract, hereinafter referred as the "CONTRACT" for the..... on terms and conditions set out inter alia, in the PURCHASER / CLIENT's Contract/Letter of Award No..... dated as well as "CONTRACT" documents, valued at (In words) and the same having been unequivocally accepted by the CONSULTANT and the CONSULTANT having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire "Contract" including the warranty obligations / liabilities under the contract equivalent to 10% of the said value of the Contract, to the CLIENT amounting to (In words) as Contract Security in the form of a Bank Guarantee.

2. We,(Name).....(Address) hereinafter referred to as the 'BANK' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay the CLIENT merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the CONSULTANT by reason of any breach by the said CONSULTANT of any of the terms and conditions of the said CONTRACT including non-execution of the "CONTRACT AGREEMENT" to the extent of 10% of the Contract price and adherence to Time Schedule stipulated at any time upto (day /month/ year). Any such demand made by the CLIENT on the bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court, tribunal, arbitration or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the CLIENT is fully paid and claims satisfied or till the CLIENT discharges this Guarantee.
3. The Bank further irrevocably guarantees and undertakes to pay on mere demand, without any demur, reservation, contest, recourse or protest, any and all monies due and payable by the CONSULTANT by reasons of nonfulfillment of any of the following obligations.
 - 3.1 For the successful and satisfactory completion of Services/Works under the said Work order as per the specifications and documents. That the services rendered under the said Contract shall be in accordance with LOA/Contract.
4. The CLIENT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the CONSULTANT. The Bank shall not be released from its liabilities under these presents by any exercise of the CLIENT of the liberty with reference to the matter aforesaid.
5. The CLIENT shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any Powers vested in them or of any right which they might have against the CONSULTANT and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants contained or implied in the CONTRACT between the CLIENT and the CONTRACTOR or any other course or remedy or security available to the CLIENT and the BANK shall not be released of its obligations/ liabilities under these presents by any exercise by the CLIENT of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of the CLIENT or any other indulgence shown by the CLIENT or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the CLIENT.

6. The CLIENT shall have the fullest liberty to lodge their claims for encashments of the guaranteed sum in full or in part, in the manner suitable to them. However, payment made for a sum lesser than the guaranteed amount shall not relieve or discharge the bank from their obligations guaranteed hereunder till the contractual obligations are fully performed by the Contractor or the Bank guarantee is discharged by the CLIENT as the case may be and the Bank Guarantee shall continue to be in force till such time.
- 6.1 The Bank further agrees that the decision of the CLIENT as to the failure on the part of the CONSULTANT to fulfill their obligations as aforesaid and/or as to the amount payable by the BANK to the CLIENT hereunder shall be final, conclusive and binding on the BANK.
7. The Bank also agrees that the CLIENT shall be entitled at his option to enforce this guarantee against the BANK as a principal debtor, in the first instance notwithstanding any other Security or guarantee that it may have in relation to the CONSULTANT `s liabilities.
8. This guarantee will not be discharged due to the change in the constitution of the BANK or the CONSULTANT (S).
9. Notwithstanding anything contained herein:
 - a. our liability under this bank guarantee shall not exceed (in words)
 - b. this bank guarantee shall be valid upto; and
 - c. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
 Dated atthis.....day of 2023

WITNESS

1. Signature.....
 (Name in Block Letters)
 Occupation
 Address

Signature.....
 Name in block letters.....
 Designation
 Staff Code No.....
 Bank's Seal

2. Signature.....
 (Name in Block Letters)
 Occupation
 Address.

SECTION-5

TECHNICAL TERMS AND CONDITIONS

1.0 General Project Information

1	Project Owner	NLC India Limited
2	Project Developer	GUVNL at GSECL Solar Park (Phase-II)
3	Location	Approximately 70KM from Bhuj
4	Latitude	24.06° N
5	Longitude	69.56° E
6	Elevation above MSL	Approximately (+) 21m
7	Road Access/Approach to Site	The approach road is approximately less than 1 KM from solar sites.
8	Nearest Railway Station	Bhuj (approx. 70KM from Khavda)
9	Nearest Airport	Bhuj (approx. 70KM from Khavda)

2.0 SCOPE OF WORK

The scope of work pertaining to the subject tender shall be as follows:

A. STAGE-1 (Basic Engineering Services)

- i. Review of the key input documents and validate the data with respect to site.
- ii. Preparation of PVSYST reports for Energy Generation assessment with all potential options
- iii. Preparation of the Conceptual Plant Layout with appropriate module row pitch.
- iv. Preparation of the sizing calculations & design parameters for:
 - IDT (Inverter Duty Transformers)
 - Central Inverters
 - HT Cables
 - HT Switchgear Panels
 - PV Modules

- B. STAGE-2** (Review and approval of design and Engineering documents, drawings as detailed below & Technical Support during project execution, Commissioning and after scheduled commissioning)
- a) Review and approval of Design basis report (DBR) submitted by NLCIL vendor / contractor covering PVSYST / any other generation assessment report, DC system configuration options, tilt analysis, stage wise losses, shading review.
 - b) Review and approval of Design and data of single axis tracker.
 - c) Review and approval of DC side Single Line diagram, module arrangement layout with effective radiation level and optimum space saving.
 - d) Review and approval of MMS-Module Mounting Structure design, calculation & arrangement.
 - e) Review and approval of overall plant layout indicating the location of various equipment, cable routing and buildings etc.
 - f) Review and approval of AC Side Single Line Diagram, Auxiliary Single Line Diagram, Inverter (PCSS) building layout, Main Control Room (PESS) layout its civil design construction drawings with foundation.
 - g) Review and approval of Construction drawings for Electrical Systems– DC and AC cable schedules, DC, AC Earthing and Lightning Protection layout, Outdoor and building illumination layout.
 - h) Review and approval of Design calculations of Earthing (Step & Touch Potential), LA calculations etc.
 - i) Review and approval of DC / AC Cable routing layout, PCSS and PESS building equipment & cable trench layout.
 - j) Review and approval of Monitoring Scheme covering SCADA & Weather monitoring Systems with simulation features.
 - k) Review and approval of all survey reports soil investigations reports, Topo survey reports, hydrology reports and ERT Test reports.
 - l) Review and approval of construction drawings for civil works including MMS Foundations including the pile-test reports, PCSS, PESS, Transformer foundations & fencing, HT/LT Panel platforms, periphery/internal roads, compound wall/fencing, cable trench and drainage systems, streetlight foundations, LA, CCTV etc.
 - m) Review and approval of power evacuation system upto delivery point. (Tower and Transmission Lines / Cables, switchyard design etc.)
 - n) Review and approval of Manufacturing Quality Plans for all plant equipments.
 - o) Review and approval of Field Quality Plans for all Civil works and Electrical works for major items / systems, (Solar PV Module, SMB, Inverter, MMS, DC / AC / LT / HT cables, IDT, Control cable, Communication cable, SMB

Structure, Battery charger, Battery, UPS, HT / LT Switchgear, all Lighting, ESE Lightning, Switchyard metering, WMS, CCTV, FAS, NIFPS, SCADA).

- p) Review and approval of Automation / control / SCADA scheme configuration selection and metering & Protection philosophy.
- q) Review and approval of system Fault level calculations and Relay settings & coordination.
- r) Review and approval of Pre-commissioning checks & Test reports.
- s) Review and approval of Engineering of all Interface systems between various plant packages.
- t) Technical clarifications as required by statutory authorities regarding the project technical details.
- u) Review and recommend the technical claims from the contract throughout the project.
- v) Review of detailed Bill of quantities for the BOS package.
- w) Technical support for the entire period of Project execution, Commissioning and after scheduled commissioning as per the time line by providing Technical experts visit at project site/NLCIL office as directed by NLCIL on man day basis, based on NLCIL requirement.
- x) The scope of work and offer shall also include all incidental and other connected expenditure of the consultant such as the following.
 - a. Travel (air, road, and rail etc. including taxi/car hire charges), accommodation (boarding and Lodging), living and incidental expenses of the man-power provided / consultant / executive deputed at site/office during the period of implementation of the project.
 - b. All the required licensed software for Solar Plant design, verification and commissioning activities shall be in the scope of consultant.
 - c. The consultant shall take necessary insurance for their deployment of their work force. The consultant should not claim anything from NLCIL in this regard.
 - d. Payment will be made for the actual man days utilised.
 - e. Out of 120 Man Days, ten (10) Man Day visits are required at NLCIL office and remaining 110 Man Days are required at project site.

SECTION-6
FORMS

1. PRE- QUALIFYING REQUIREMENT FORM

Sl. No.	Pre- Qualifying Requirements	Bidder's Response
1	<p>I. Whether the bidder has Experience for working with Developers / EPC as an Owner's Engineer or Detailed Design Engineering Consultant for at least 1 [one] single location solar project of 250 MW capacity in India as on the original scheduled date of Tender opening.</p> <p style="text-align: center;">AND</p> <p>II. Whether the bidder has Experience for working with Developers / EPC as an Owner's Engineer or Detailed Design Engineering Consultant for at least 1 [one] single axis project of 1MW capacity in India as on the original scheduled date of Tender opening.</p> <p style="text-align: center;">AND</p> <p>III. Whether the bidder possess the experience of having successfully completed similar works during the last 7-years as on the original scheduled date of tender opening which should be anyone of the following: -</p> <p style="padding-left: 40px;">ii) Three similar completed works of each costing not less than the amount equal to Rs.44,70,000 /- (Incl. of GST)</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">ii) Two similar completed works of each costing not less than the amount equal to Rs.55,85,000/- (Incl. of GST)</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">iii) One similar completed work costing not less than the amount equal to Rs.89,35,000/- (Incl. of GST)</p> <p>“Similar Works” shall mean Experience for working with Developers / EPC as an Owner's Engineer or Detailed Design Engineering Consultant in Solar PV Project in India.</p> <p>Note: Works related to Lenders Independent Engineering or technical due diligence or Project Management consultant of projects shall not be considered as Similar Works.</p>	Yes
2	Documentary Evidences for PQR- I	Upload
3	Documentary Evidences for PQR- II	Upload
4	Documentary Evidences for PQR- III	Upload

5	IV. Financial Criteria: i). The Bidder shall have Positive Net Worth as per the latest audited financial statements. ii). The average annual financial turnover of the bidder during the last 3-years should be not less than or equal to Rs. 33,51,000/- as on the original scheduled date of tender opening.	Yes
6	Documentary Evidences for PQR- IV	Upload

2.DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS

Sl. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (in Lacs of Rs.)	Any other relevant information	Details
1									Upload
2									Upload
3									Upload
4									Upload
5									Upload
6									Upload

Note:

1. Please upload copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

3. ANNUAL TURNOVERS FOR THE LAST THREE YEARS

Sl.No.	YEAR	Turnover from Supply (In lacs of Rs.)	Turnover from all sources (In lacs of Rs.)	Details
1				Upload
2				Upload
3				Upload

Note:

Please upload certified/attested copies of the audited Profit and Loss Account and Balance Sheets to support the information furnished.

COMMERCIAL FORMS

1. DETAILS OF THE BIDDER

Sl.No.	Description	Bidder's Response
1.0	Particulars of the firm	
1.1	Bidder's Name and Address	
1.2	Telephone No.	
1.3	E – Mail address	
1.4	Name of Contact Person	
1.5	Mobile Number of Contact Person	
1.6	PAN No. of the Bidder	
1.7	GST Registration No.	
1.8	Name and full address of Chief executives	
2.0	Bank Details of Bidder	
2.1	Name of the beneficiary	
2.2	Bank A/c No.	
2.3	Type of Account Saving/current	
2.4	Name of the Bank	
2.5	Name of the Branch	
2.6	IFS Code (For NEFT/RTGS Payment)	
2.7	Bank address	
2.8	Bank email-id	
2.9	Bank Phone No.	
3.0	Upload GST Registration Certificate & PAN Card	Upload files
3.1	Upload Power of Attorney / Authorisation letter	Upload files
4.0	Documentary evidence for exemption for Tender cost & Bid Guarantee for MSME bidders	Upload files
5.0	Any other documents	Upload files

2. COST OF TENDER DOCUMENT

Sl.No	Description	Bidder's Response
	COST OF TENDER DOCUMENT	
	Cost of Tender Document	
1	e-Payment Details RTGS/NEFT UTR No.	
2	UTR Date	
3	Remitted Bank	
4	Amount	
5	Upload Supporting Document	
MSME	Micro, Small and Medium Enterprises (MSME) Details	
1	MSME No. (UAN No.)	FILE Attachment
2	Type of Enterprise (Micro or Small)	
	Upload Supporting Document	FILE Attachment

3. BID GUARANTEE

Note: Bidder is requested to attach the proof for the issuance of bid guarantee through SFMS given by banker in the provision given below for attachment.

Sl. No.	Description	Bidder's Response
	Bid Guarantee Type	
BG	Bank Guarantee	
1	Bank Guarantee No.	
2	Bank Guarantee Date	
3	Details of Stamp paper	
3.1	Stamp Paper Amount	
3.2	Whether stamp paper purchased in the Name of the Bank/Name of bidder	
3.3	Stamp paper purchased address	
3.4	Date of Purchase	
4	Bank details	
4.1	Banker's Name	
4.2	Banker's Address	
4.3	Bank email-id	
4.4	Bank Phone No.	
4.5	Bank IFSC code	
4.6	Banker's Seal	
5	Manager's Name & No.	
6	Whether signed by two Witness	
7	Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants	
8	Whether the BG has been issued by a Nationalized/Scheduled Bank in India	
9	Details of value and validity	
9.1	Currency of BG	
9.2	Value of BG	
9.3	Validity upto	
10	Whether Bank Guarantee is as per NLCIL Format	
SFMS	Structural Financial Messaging System (SFMS)	
	Whether the Bid Guarantee submitted in physical form can be verifiable through SFMS.	YES
RTGS/NEFT	RTGS/NEFT details	
1	UTR No.	
2	Name of Bank	
3	UTR Date	
4	Amount	
DD	Demand Draft/pay order /Banker's cheque	
1	DD/PO/BC No	
2	Name of Bank	
3	Date	
4	DD/PO/BC in favour of	

5	Payable at	
6	Amount	
MSME	Micro, Small and Medium Enterprises (MSME) Details	
1	MSME No. (UAN No.	
2	Type of Enterprise (Micro or Small)	
NSIC	National Small Industries Corporation Ltd. (NSIC) Details	
1	NSIC No.	
2	NSIC Expire Date	
	IMPORTANT NOTE: Please upload the scanned copies of applicable Documents for EMD/Bid Guarantee (Bank Guarantee/DD/BC/PO/e-Payment Details/NSIC/MSME)	File attachment

4. FORM OF BID

Sl.No	Description	Bidder's Response
1.0	Having carefully examined all the Tender Documents and its Amendments / errata / Corrigendum / Clarifications issued till the date of tender opening, we agree to Complete the owner's engineering consultancy services in conformity with all the terms and conditions stated in Tender Documents and its Amendments / Errata / Corrigendum / Clarifications issued till the date of tender opening and as per time schedule given in Tender Document. The Services offered are of best and of latest technology and of international standards.	YES
2.0	We undertake, in case our bid is accepted, to commence the work from the date of Work order/LOA and to complete and deliver the whole of the work and responsibilities within time schedule given in Tender /Work Order/LOA.	YES
3.0	We agree to abide by and keep our Bid valid initially for a period of 90 days from the date of opening of Bid (Part I) by NLC India Ltd. (NLCIL) and it shall remain binding on us and may be accepted at any time before the expiry of that period.	YES
4.0	I/We, the undersigned have carefully examined and understood the Bidding Documents including the amendments / errata / Corrigendum / Clarifications issued till the date of tender opening. I / We hereby agree to carry out the entire works as described in the specifications in conformity with the specifications and Bidding documents, as per prices quoted by us in the Schedule of Prices.	YES
5.0	This Bid together with written acceptance thereof shall constitute a binding CONTRACT between NLCIL and ourselves till a formal contract is executed.	YES

5. ACCEPTANCE FOR COMMERCIAL CONDITIONS

Sl. No.	Description	Bidder Response
1.0	Please confirm acceptance of all commercial terms and conditions stipulated in the tender document including Corrigendum/ Amendments/ Clarification/ Errata issued, if any without deviation.	YES/NO

6. AFFIDAVIT

Sl.No	Description	Bidder Response
1	FROM: (NAME & ADDRESS OF BIDDER)	Header
2	BIDDER/FIRM NAME:	Text Area Entry (Mandatory)
3	Address Line-1:	Text Area Entry (Mandatory)
4	Address Line-2:	Text Area Entry (Mandatory)
5	City:	Text Entry (Mandatory)
6	State:	Text Entry (Mandatory)
7	Pincode:	Number Entry (Mandatory)
8	Name of the Authorized Signatory	Text Area Entry (Mandatory)
9	Bidder's Offer Number and Date:	Text Area Entry (Mandatory)
10	Whether the authorized signatory is Partner / Legal Attorney / Proprietor / Accredited Representative of the bidder? (Please mention the applicable one i.e "Partner or Legal Attorney or Proprietor or Accredited Representative")	Text Area Entry (Mandatory)
11	<p>We do hereby declare that the contents of the offer submitted against this tender have been submitted after fully understanding that the information contained in the offer and the documents enclosed/ provided along with the bid are true, correct and complete in every aspect and that if any information contained therein found to be false/incorrect/fabricated, offer shall be considered as null and void and we shall be liable for any penal action as per the provisions of Law for the time being in force.</p> <p>i). I/We (as mentioned above) declare that; we are submitting our offer/bid for the services vide our offer mentioned above.</p> <p>ii). The contents/enclosures/documents of the offer are submitted after fully understanding that all the information furnished by me / us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid.</p> <p>iii). During the verification of offer or even at a later date, if any information or document submitted by me/us found</p>	I Agree

	to be false /fabricated/ incorrect, the said offer shall be considered absolutely null and void and action as deemed fit shall be taken against me / us including forfeiture of EMD/Bid Guarantee/ Security Deposit /Contract Performance Guarantee and action of suspension/ banning/ debarring/ blacklisting of my / our firm (including all partners of the firm)/company as per the tender conditions and law.	
12	We do hereby submit the above declaration as per the format of the Affidavit given in the Tender Document, duly accepted and digitally signed.	YES

7. CHECK LIST FOR BID SUBMISSION

Sl. No	Description	Bidder's Response
1.0	Whether the bidder has enclosed the following documents in Original in Physical Cover of Part-I? <ul style="list-style-type: none"> • Details of Payment made towards Cost of Tender document • Bid Guarantee as per Annexure –A • Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid. • Integrity Pact duly signed as per Annexure-E • Checklist for Bid Submission 	Yes
2.0	Bidder to submit their Physical Cover within the stipulated time to the Office of the Chief General Manager / Contracts, Corporate Office, Block-1, NLC India Limited, Nevyeli-607801, Tamil Nadu, India.	Agreed
3.0	Bidder has filled and digitally signed online Affidavit submitted.	Yes
4.0	Bidder has duly filled in Schedule of Prices.	Yes
5.0	Bidder has attached Integrity Pact duly signed as per Annexure-E	Yes
6.0	Bidder has confirmed that they have filled and submitted all the Commercial and Technical forms as per tender.	Yes
7.0	Bidder has uploaded documentary evidence for exemption for Tender cost & Bid Guarantee for MSME bidders (if applicable)	Yes/No

TECHNICAL FORMS

ACCEPTANCE FOR TECHNICAL CONDITIONS

Sl. No.	Description	Bidder's Response
1.0	Please confirm acceptance of all the Technical Specification and conditions stipulated in the tender document.	YES

SCHEDULE OF PRICES

SCHEDULE-F1

PRICE SCHEDULE		
Sl. NO.	DESCRIPTION	Quoted Price in Rs.
1	Lumpsum price for “OWNER's ENGINEER CONSULTANT FOR DEVELOPING 600MW SOLAR PV POWER PROJECTS IN THE GSECL SOLAR PARK (Phase-II) AT KHAVDA, GUJARAT DEVELOPED BY GUVNL ”	
1.1	Charges per Man Day	
2	Charges for 120 Man days (120 Days x Per Man Day Charge)	
3	Sub Total (Sl. No. 1 + Sl. No. 2)	
4	GST in %	
5	GST for Sub Total (SL. NO.3 X SL. NO. 4)	
6	Grand Total (Sl. No. 3 + Sl. No. 5) incl. GST	

Note:

- 1.The Per Man Day Charges shall be inclusive of all out of pocket expense incurred for travel, lodging, food, local conveyance etc. required for completion of the subject work.
2. Payment will be made for the actual man days utilised.
3. Out of 120 Man Days, ten (10) Man Day visits are required at NLCIL office, Neyveli and remaining 110 Man Days are required at project site.
