



**PROCUREMENT OF 393.9 MWp SOLAR PV
MODULES FOR GSECL'S SOLAR PARK AT
KHAVDA (GSECL'S STAGE-2) AT GUJARAT**



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

THROUGH e-TENDER & e- REVERSE AUCTION

TENDER DOCUMENT

FOR

**PROCUREMENT OF 393.9 MWp SOLAR PV MODULES FOR GSECL'S SOLAR
PARK AT KHAVDA (GSECL'S Stage-2) IN GUJARAT**

INVITATION FOR BID

**Tender No. CO CONTS/0003R/393.9 MWp Module Procurement /e-contrs/2024,
Dt: 27.01.2024**

Phone: 04142-212308 / 218588

Website: www.nlcindia.in

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LIST OF ACRONYMS

CBG	:	Combined Bank Guarantee for Contract Performance
BoS		Balance of System
C&I	:	Control & Instrumentation
Cl.	:	Clause
CIF	:	Cost, Insurance & Freight (Incoterms 2010)
DD	:	Demand Draft
DJU	:	Deed of Joint Undertaking
FOR	:	Free on Road
FTP	:	Foreign Trade Policy
GST	:	Goods and Services Tax
IFB	:	Invitation for Bid
IST	:	Indian Standard Time
INR	:	Indian Rupees
JV	:	Joint Venture
kW	:	Kilo Watt (Power)
PO	:	Purchase Order
MW	:	Mega Watts (Power)
NLCIL/NLC	:	NLC India Limited
SPP	:	Solar PV Power Project
SPV		Solar Photo Voltaic
PSU	:	Public Sector Undertaking
RBI	:	Reserve Bank of India



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SCHEDULE OF TENDER (SOT)

Sl. No.	Description	Details
i.	Tender No.	CO CONTS/0003R/393.9 MWp Module Procurement /e-contrs/2024, Dt.27.01.2024
ii.	Name of the work	Procurement of 393.9 MWp Solar PV Modules for GSECL's Solar Park at Khavda (GSECL's – Stage 2) at Gujarat
iii.	Mode of Tender	e-Tendering (Two cover system)
iv.	Cost of Tender Document	Rs 20,000/- (Rupees Twenty Thousand only) Non-refundable
v.	Bid Security Declaration	Bid Security Declaration: Shall be furnished by Bidder as per Annexure-A
vi.	Date of Pre-Bid Meeting	07.02.2024 at 11.00 Hrs. (IST) through Video Conference (VC)
vii.	Last Date & Time of submission of Bids (Part-I)	27.02.2024 at 14.30 hrs. (IST)
viii.	Date & Time of opening of Part-I bid	27.02.2024 at 15.00 hrs. (IST)
ix.	Date & time of submission of Price Bids (Part-II)	Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid)
x.	Date of e-Reverse Auction	To be informed later



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**SECTION – 1
NOTICE INVITING BID
DOMESTIC COMPETITIVE BIDDING**

Tender No. CO CONTS/0003R/393.9 MWp Module Procurement /e-contrs/2024,
Dt.27.01.2024

1.0 Invitation for Bid

“NLCIL on behalf of NLC India Green Energy Limited (NIGEL), a wholly-owned Subsidiary company of NLCIL invites Online Bids for procurement of Solar PV Modules for development of 600 MW Solar Project in GSECL's Solar Park at Khavda (GSECL's Stage-2)

i).	Cost of tender document	:	Rs 20,000/- (Rupees Twenty Thousand only) Non-refundable
ii).	Bid Security Declaration	:	Bid Security Declaration: Shall be furnished by Bidder as per Annexure-A
iii).	Date of Pre-Bid Meeting	:	07.02.2024 at 11.00 Hrs. (IST) through Video Conference (VC)
iv).	Last Date & Time of submission of Bids (Part-I)	:	27.02.2024 at 14.30 hrs. (IST)
v).	Date & Time of opening of Part-I bids	:	27.02.2024 at 15.00 hrs. (IST)

Note:

1. The points for discussion shall be furnished in advance to pre-bid meeting to the e-mail ID: corporate.conts@nclindia.in
2. Bidders who are interested to participate in the Pre-bid Meeting may send their request to corporate.conts@nclindia.in furnishing Company name and address, Name of the authorized person to attend pre-bid meeting, contact number and e-Mail ID to enable us to send the link for participating in the Pre-bid meeting.
3. For further details, please visit our website: www.nclindia.in/www.procure.nclindia.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 Ltd.,
Block-1, Neyveli– 607 801., Tamil Nadu.
Phone: 04142 – 212308/ 218588.
E-Mail ID: corporate.conts@nclindia.in, gmcontrs@gmail.com



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1.1 Brief Scope of Work

The Scope of the Supply covers Manufacturing, Supply, Packing and Forwarding, Transportation up to Khavda, Gujarat including Transit insurance of crystalline Solar PV Modules with nominal wattage and dimensions as mentioned in scope of supply at Technical Specification.

This Scope of Work is indicative only. Detailed Scope of Work is contained in Section-7 Technical Specification.

2.0 Pre-Qualifying Requirements (PQR) for the Bidders:

Bidder shall meet the Technical requirements either in clause 2.1 or 2.2 below:

2.1 Route-I:

The Bidder should have supplied Solar Photo Voltaic (SPV) Modules or Solar Photo Voltaic (SPV) cells of cumulative capacity of 40 MWp or above, out of which at least one such supply order should be 10 MWp or above capacity, prior to the date of Techno-commercial Bid opening.

2.2. Route-II:

The Bidder should be Group company or Holding Company or Subsidiary company of a firm meeting the requirements of clause 2.1 above. In such a case, Bidder shall furnish a letter of Undertaking jointly executed by the firm qualified as per clause 2.1 and the Bidder along with its Techno-commercial Bid for complete performance of the contract jointly and severally as per format enclosed in the bidding document, failing which the Bidder's Techno-commercial bid shall be liable to be rejected.

Notes for Technical Criteria (Route-1):

The reference supply order of minimum capacity of 1MWp or above only shall be considered for cumulative capacity determination in Route-1. The requirement of minimum 40 MWp in Route-1 shall apply individually to modules/cells.

3.0 Financial Criteria:

3.1. The Bidder shall have Positive Net Worth as per the latest audited financial statements. In case of bidder being a Group company or Holding Company or Subsidiary company of a firm meeting the PQR, the bidder (i.e., Group Company or Holding Company or Subsidiary company) and the firm on whose credential the bidder is participating in the bid shall have Positive Net Worth as per the latest audited financial statements individually.

3.2. Average Annual Turn Over of the Bidder (or) the Combined Average Annual Turn Over of Bidder (Holding Company/ Subsidiary Company/ Group Company) as the case may be and the firm on whose strength the bidder is participating in the bid shall not be less than the Rs. 198 Crores, for the last three (3) consecutive financial years as on the original scheduled date of tender opening. In case a Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding



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Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder, in case of award.

- 3.3. In case where audited results for the last financial year as on date of techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of preceding three (3) consecutive financial years as on the original scheduled date of tender opening shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on techno-commercial bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.
- 3.4. In case, if a bidder meets the technical QR but could not furnish his / their audited financial statement of three consecutive financial years preceding the last financial year for evaluating the average Annual turnover, due to the incorporation / formation of the bidder, within 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:
- 3.4.1 If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last financial year only, then such bidder's average Annual turnover shall be arrived at by dividing the Turnover of the last financial year by three.
- 3.4.2 If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last two financial years only, then the bidder's average Annual turnover shall be arrived at by dividing the sum of Turnover of last two financial years by three.

4.0 Documentary Evidence:

- 4.1 The bidder shall attach documentary evidence to prove that the qualifying requirements mentioned in the clause 2.1 or 2.2 are met by him, along with the bid in the form of user certificate along with copy LOA/Work order/Contract agreement together with full contact details for verification.
- 4.2 For Financial QR, clause No (3.0) Bidder shall furnish his audited profit and loss accounts and balance sheets for preceding three (3) consecutive financial years as on the original scheduled date of tender opening. Wherever the bidder participates with Group Company/Holding Company/Subsidiary Company, profit and loss accounts and balance sheet for preceding three (3) consecutive financial years as on



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the original scheduled date of tender opening of their Group Company/Holding Company/ Subsidiary Company shall also be furnished by the Bidder.

Notes:

- 4.3 The Bidder shall submit End User Certificate which is subject to verification for qualification. In case the bidder furnishes the end user certificates showing the experiences of their subsidiary or group companies or companies under the same Management, a confirmation from the firm which is having the experience in this regard is to be enclosed along with end user certificate. In case of end user certificates are furnished by the Bidder from the subsidiary or group companies or companies under the same Management, in addition to End User Confirmation, NLCIL reserves the right to inspect such installations where such certificates are obtained by the Bidder, only if the Bidder facilitates necessary inspection of such installation by the purchaser. The subsidiaries/group companies will submit an undertaking for extending necessary support/expertise to the bidder for execution of the project. NLCIL reserves the right to verify the credentials submitted by the bidders. However, cost pertaining to the purchaser's personnel for such inspection shall be borne by the purchaser.
- 4.4 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.
- 4.5 The bidder shall furnish major legal cases and their statutory liabilities if any.
- 4.6 The bidder shall also possess a valid certificate of registration under GST and the same should be furnished along with tender documents.
- 4.7 The bidder should have (obtained / holder of) the Permanent Account Number (PAN) under the income tax act and production of the documents relating to same are mandatory. To ensure that the bidder is not a defaulter in payment of income tax as evidenced by income tax assessment records for four consecutive years prior to bidding, it is mandatory for the bidder to provide the self-attested printout of the online IT Statement indicating zero tax liabilities for four consecutive years prior to bidding along with the tender documents. NLCIL reserves the right to send the same to the income tax department for verification. (In this regard, the bidder can seek the help of the auditor in case of any doubt or otherwise.)
- 4.8 In case of participation by the Bidder with Group Company or Holding Company or Subsidiary Company as the case may be, the above clauses (4.5), (4.6) and (4.7) shall be applicable to the partners also.
- 4.9 If the Bids submitted by both the Manufacturer and Supplier claiming the same experience, then the bid submitted by the Manufacturer alone shall be considered for further evaluation and the bid submitted by the Supplier shall be rejected.



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5.0 OTHER CONDITIONS:

- (a) The bidder shall furnish the following details also along with documents.
 - (i) Contracts in hand / pending jobs and their status along with value.
 - (ii) Major Legal Cases and their Statutory Liabilities.
 - (iii) Recent Orders completed for SPV modules supply with value.
- (b) The bidder shall be solely responsible and liable for all technical management and all other services required for completing the entire scope of work detailed in the tender specification.
- (c) In case, certificate(s) submitted by the bidders is found to be a forged one/bogus one; the bidder will not only be disqualified for the tender but also would be Suspended/Banned by NLCIL
- (d) Notwithstanding anything stated above, the Purchaser reserves the right to verify all statements/information submitted to confirm the bidder's claim on experience and to assess the capabilities and capacity of the bidder, to perform the contract, should the circumstances warrant such verification/ assessment in the overall interest of NLCIL.
- (e) NLCIL reserves the right to reject any or all bids or cancel/withdraw the Invitation for bids without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

6.0 Delivery Schedule:

S.No.	Activity	Supply%	Days from the date of Purchase Order	
			Start	Finish
1.	Basic Engineering & Approvals	-	1	7
2	Manufacturing Clearance	-	8	10
3.	Receipt of modules at site	100%	30	100

7.0 Bid Security Declaration:

Bidder shall furnish Bid Security Declaration as per format enclosed in Annexure-A in the Part-I bid.

8.0 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.
- (ii) **Mode of Tender [e-Tendering (Two cover system) - Deferred Price Cover]:**
- (iii) The bidder shall submit Part-I (Techno Commercial Bid) on or before Last Date & Time of submission of online Bids.



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- (iv) Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) through on line.
- (v) The Offers/Bids are to be obtained in two Part system as detailed below: -

1.	Part I	:	PART – I (through online) Covering Letter, Proof for remittance of Cost of tender document, Bid Security Declaration (As per Annexure – A), Form of Bid (Part-I) (As per Annexure – B), Affidavit (as per Annexure-D), Power of Attorney, Techno-Commercial details, Integrity Pact (As per Annexure-E), Joint Deed of Undertaking (JDU) (as per Annexure-F), if applicable and all other details as given in this Volume.
2.	Part II	:	Part-II (Price) (through online) i) Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) through on line. ii) Duly filled in Form of bid (Part-II) as per Annexure – C. iii) Price Bid with completely filled in Schedule of Prices (Schedule of Prices–F1) along with annexures.

Bidders are requested to upload the following documents along with Part-I Bids:

1. Proof of remittance of cost of tender documents / Proof for MSE Preference (if applicable)
2. Bid Security Declaration (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 duly filled up and signed in all pages(as per Annexure-E).
5. Joint Deed of Undertaking, if applicable (as per Annexure-F).
6. Undertaking by Group/Holding/Subsidiary Company, if applicable
7. Duly filled up Checklist as in Specimen Format.

- (vi) Part-I shall be opened on the scheduled date of tender opening. The offers/bids of the bidders who satisfy the conditions of Bid Security Declaration and Cost of tender document shall be considered for further evaluation on QR aspects.
- (vii) Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) through on line.

9.0 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.



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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 / <https://procure.nlcindia.in> of NLCIL NeAT Portal/Central Public Procurement Portal (CPPP) of Government of India, (www.eprocure.gov.in). Bidders are requested to visit NLCIL's website or Central Public Procurement Portal. NLCIL will not be responsible if any bidder omits to notice any Corrigendum. Corrigendum will be numbered consecutively. All the corrigendum issued are forming part and parcel of the tender documents.
- (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



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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 in the initial bid as well as in the Reverse Auction (RA), wherever applicable, since there will not be post tendering negotiations with the lowest bidder.
- (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) Performance certificate/Work Completion Certificate issued by Consultant will not be considered.

GENERAL MANAGER/ CONTRACTS



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SECTION – 2

GENERAL INFORMATION

1.0 GENERAL INFORMATION:

Sl.No	Description	Details
1	Owner/Purchaser	NLC India Limited, Neyveli, Cuddalore Dist., Tamilnadu, India
2	Name of Work	Procurement Of 393.9 Mwp Solar PV Modules For GSECL's Solar Park At Khavda (GSECL's Stage-2) at Gujarat.
3	Location	Khavda, Gujarat



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SECTION – 3

INSTRUCTIONS TO BIDDERS

3.1 Introduction

NLC INDIA Limited, Neyveli a Navratna Government of India Enterprise registered under Indian Companies Act 1956, on behalf of NLC India Green Energy Limited (NIGEL), a wholly-owned Subsidiary company of NLCIL invites Online Bids for procurement of Solar PV Modules for development of 600 MW Solar Project in GSECL's Solar Park at Khavda (GSECL Stage-2).

NLC India Ltd (hereinafter referred to as “NLCIL / Owner / Purchaser”) invites Online bids in English as indicated below, for the scope of Purchase SPV modules for Setting up of 393.9 MWp Solar PV Modules for GSECL's Solar Park at Khavda (GSECL's Stage-2) at Gujarat.

This Project is to be developed by NLC India Limited either in the name of NLC India Limited directly or through any of its subsidiary Company.

Accordingly, this tender may be awarded directly by NLC India Limited or through any of its Subsidiary Company.

Part-I: Bid Security Declaration, Affidavit, Integrity Pact, QR, Techno-Commercial Bid.

Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) through on line in the manner detailed in this Section

3.2 Language of the Bid

The Bid, prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Purchaser shall be written in the English language. Any printed literature/material furnished by the Bidder in any other language shall be accompanied by an authentic English translation of all pertinent points. For purposes of interpretation of Bid, the English translation shall govern.

3.3 Brief Scope of Work

The Scope of the Supply covers Manufacturing, Supply, Packing and Forwarding, Transportation up to Khavda, Gujarat including Transit insurance of crystalline Solar PV Modules with nominal wattage and dimensions as mentioned in scope of supply at Technical Specification.

This Scope of Work is indicative only. Detailed Scope of Work is contained in Section-7 Technical Specification.



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3.4 Delivery Schedule:

S.No.	Activity	Supply%	Days from the date of Purchase Order	
			Start	Finish
1.	Basic Engineering & Approvals	-	1	7
2	Manufacturing Clearance	-	8	10
3.	Receipt of modules at site	100%	30	100

3.5 Tender Specifications

The scope of Supply, bidding procedures and Purchase terms are prescribed in the Tender Specifications. The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Specifications including clarifications/ corrigendum/ amendments for completeness and obtain clarifications, if any, from Purchaser.

3.6 Instruction to bidders for submission of Online bids through E-Tender

Bidders/Firms are requested to read the terms & conditions of this tender before submitting their online bids. In this document the terms “bidders” and “Bidders/firms” mean the one and same.

3.6.1 Pre-requisites for accessing NLCIL 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 Organization name from any of the licensed 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>.



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3.6.2 Enrollment:

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 his/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.

Payment of Tender Fee/ Cost of Tender document: Rs. 20,000/- (Rupees Twenty Thousand only).

3.6.3 Bidding Process:

A. Preparation of Bid

- (i) The Bidder will be able to prepare his TECHNICAL AND COMMERCIAL BID and PRICE BID through online using the respective forms in the system. For Guidelines, please refer to the help in the Portal.
- (ii) Before submission of bid, the Bidder can edit and save his bid any number of times till closing time for submission of the bid.
- (iii) After submission of bid, if 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.
- (iv) Bidder can attach files containing company profile details, scanned copies of dealership certificate, scanned copies of technical drawings, etc., which are required for the enquiry. The documents attached should be in PDF format.
- (v) File Size: 10 MB is the maximum size of a single file that can be attached.

B. e-Bid Submission and Signing

Submission of e-bids online is a two-step process. In the first step, the Techno Commercial bid and Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) through on line have to be filled and submitted. In the second step, these bids have to be digitally signed using Bidder's Digital Signature Certificate.

- (i) Bidder cannot submit any offer after the due date and time stipulated in the e-Tender.



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- (ii) 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.
- (iii) 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).
- (iv) Bidders are advised to see the website regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / Amendments/errata 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.
- (v) Submitted bids will be returned to the Bidder screen in Saved bid, if any Corrigendum/Amendments/errata issued before the last date and time of bid submission and intimation mail will be sent to the bidder’s registered email id. Bidder shall ensure the resubmission of their bid after noting of the Corrigendum/Amendments/errata.

3.6.4 Process of e-Tender:

- (i) On the scheduled date and time of tender opening, Part-I bids will be opened.
- (ii) If a bidder desires to be present at the time of Tender Opening, he shall depute his representative(s) (not more than two persons) in time with due authorization for participating in the Tender Opening.
- (iii) Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) through on line0.

3.6.5 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 above.
- 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.



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- 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 this bidding process 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.

3.6.6 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 Banks 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) Tender fee/Cost of Tender document is non-refundable.
- (5) **MSE (Micro & Small Enterprises) units** registered with anyone of the following shall be given Tender Sets free of Cost under Public Procurement



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Policy MSEs Order 2012, provided the product range mentioned in the certificate(s) is the same or similar to NLCIL requirements.

The certificate should be valid on the date of opening of the bid and should be duly attested by Notary Public/Chartered Accountant.

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission(KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation(NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSE
- h) UDYAM Certificate

The offers are liable for rejection if they are not accompanied with a copy of valid registered certificate in case of MSE or proof / reference for having remitted the Cost of Tender Documents amount by RTGS / NEFT and Bid Security Declaration.

Note:

- i. Traders and agents are not entitled to avail the benefits under Public Procurement Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
- ii. For MSE bidders participating in this tender, declaration of UAM number on CPPP is mandatory, failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSME order,2012.

3.7 Bid Submission and Opening:

- (i) 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.
- (ii) The bidder shall submit the offer for full scope of work indicated in the Tender Specification. In the following manner:
 - (a) Part-I in online only.
 - (b) If applicable, the bidder shall also furnish the following documents in original
 - (i) Joint Deed of Undertaking as applicable (as per Annexure-F),
 - (ii) Letter of undertaking by Group/Holding /Subsidiary company).



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- (i) Online / Electronic Bid shall be submitted through NLCIL website through NeAT (NLCIL e-Auctioning & Tendering) portal (<https://procure.nlcindia.in>)
- (ii) The Bidder's Bid and the documents attached thereto shall be considered as forming part of the Contract documents.
- (iii) Bids submitted by E-mail or any other mode of submission will not be accepted.
- (iv) NLCIL will receive Bids in online in respect of all the equipment/systems to be supplied and erected for the above power plant as set forth in the accompanying specifications. All bids shall be prepared and submitted in accordance with the Tender Specification.
- (v) 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.
- (vi) 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.

3.8 Part-I Bid Security Declaration, Pre Qualifying Requirements and Technical & Commercial Aspects (without prices)

3.8.1 Bid Security Declaration:

Bidder shall furnish Bid Security Declaration as per format enclosed in Annexure-A in Part-I bid.

3.8.2 Pre-Qualifying Requirements (PQR) of the Bidder (Technical & Financial Criteria): Bidder to refer Clause: 2.0 of Section 1 of Volume IA.

3.8.3 Price Bid (Part-II)-Bidder to refer Clause 3.8.3.

3.8.4 Integrity Pact Programme:

1. 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.



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2. 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 this Volume).
3. 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).
4. The Integrity Pact Programme will cover Tenders/Contracts valued at Rs. 1 (one) Crore or above.
5. 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.
6. 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.
7. Hence the bidder shall submit the Integrity Pact agreement duly filled and signed in his offer enclosed in Part-I cover.
8. The format of "Integrity Pact", which should form a part of the tender is enclosed as Appendix – I.
9. 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



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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
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10. 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.

11. However, Bidders are requested to visit NLCIL's website: www.nlcindia.in for changes, if any of the Independent External Monitors of NLCIL.

3.8.5 Technical & Commercial Bid (Part-I)

This part shall, inter alia, 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 Procurement Of 393.9 Mwp Solar PV Modules for GSECL's Solar Park At Khavda (GSECL's Stage-2) at Gujarat.
- ii) Proof of remittance of cost of tender document and submission of Bid Security Declaration as per Annexure-A of this Volume.
- iii) Duly filled in "Form of Bid Part-I" (As per Annexure-B of this Volume).
- iv) Power of Attorney/Authorization with the seal of the company in favour of the person signing the Bid.
- v) Joint Deed of Undertaking (JDU) as per Annexure-F.
- vi) Documentary Evidence for meeting PQR.
- vii) Integrity Pact Programme (as per Appendix-I) of Annexure-E of this Volume
- viii) Checklist for Bid submission
- ix) Any other information the Bidder wishes to furnish.

3.8.6 Price Bid (Part-II)

- i) Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) through on line in the manner detailed in this Section
- ii) The Bidders are requested to quote the Prices through online only in the format as per Schedule-F1, Schedule of Prices. Price given in Part-II should cover the entire scope of work as given in Part-I of the offer.
- iii) The Price Bid shall contain the following:



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- (a) Duly filled in Form of bid (Part-II) as per Annexure – C of Notice inviting Bid (NIB).
- (b) Completely filled in Schedule of Prices.

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.

3.9 General

- i) Bidders shall submit bids as per clause “Bid submission and opening” detailed in Section-3, Cl. 3.7 of this Volume. Unsolicited Bids shall not be taken into cognizance and Purchaser shall not bear any responsibility or liability in this regard.
- ii) This is a two-part tender. On the date and time of opening, Online Bid containing Bid Security Declaration, Joint Deed of Undertaking (JDU) if applicable, Documentary evidences for PQR, Power of Attorney, technical and commercial aspects will be opened.
- iii) Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) through on line.
- iv) If the Bidder desires to be present at the time of opening of Part-I of bids, it shall depute its representatives (not more than two persons) in time with due authorization for participating in the Bid opening.
- v) Purchaser takes no responsibility for delays, loss or non-receipt of Bid documents or any letters sent by post/courier either way and also reserve the right to reject any Bid in part or full without assigning any reasons thereof.
- vi) Notwithstanding any information and data, which may be contained in these Tender Specifications, the Bidder has to make independent inquiries and generally obtain his own information on all matters that may in any way affect prices, risks and obligations of the bidder under the Contract.

3.10 Signature of Bids

- i) The Bid must contain the name and place of business of the person or persons making the Bid.
- ii) Bids by a Corporation / Company must be signed with the legal name of the Corporation / Company by the President, Managing Director or by the Secretary or such other person or persons authorized to Bid on behalf of such Corporation / Company in the matter with the official seal of the company.



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- iii) Bid by a partnership must be furnished with full names of all partners be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- iv) Satisfactory evidences of authority of a person signing on behalf of the Bidder shall be furnished with the Bid.
- v) The Bidder's name stated on the Bid shall be the exact legal name of the Bidder.
- vi) Corrections in the Bid documents if any shall be countersigned by the person signing the Bid.
- vii) Printed literature, if enclosed need not be signed.
- viii) Bids not conforming to the above requirements are liable to be treated as non-responsive.

3.11 Clarifications/Corrigendum/ Amendment of Tender Specifications

- i) At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at his own initiative or in response to clarification(s) requested by a prospective Bidder, modify the Tender Specifications by amendment.
- ii) Clarifications/Corrigendum/Amendment shall be construed to be an integral part of the Tender Specifications, which will be notified in writing or by e-mail to all the prospective bidders.
- iii) Corrigendum shall be numbered serially.

3.12 Modification of Bids

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

3.13 Information to be furnished with the Bid

- i) The Bidder may indicate in Part-I the name of the manufacturer, the type or model of each principal item of equipment proposed to be supplied.
- ii) The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc.
- iii) Any Bid not containing sufficient descriptive material to describe accurately the system / equipment proposed may be treated as incomplete. Such descriptive materials and drawings submitted by the Bidder will be retained by the Purchaser. Any major departure from these 'drawings and descriptive material submitted will not be permitted during the execution of the Contract' without specific written permission of the Purchaser.
- iv) Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- v) Standard catalogue pages and other documents of the Bidder may be used in the Bid to provide additional information and data as deemed necessary by the Bidder.



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3.14 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.

3.15 Validity of Bid

- i) The bidder shall submit Part-I (Techno Commercial Bid) which shall remain valid for 120 days from date of opening of Part-I Bid.
- ii) Qualified bidders in Part-I will be intimated for submission of Part-II (Price Bid) which shall remain valid for 60 days from date of opening of Part-II Bid.
- iii) The Bidder will not be permitted to change the substance of the Bid suo-moto, after Bid has been opened.
- iv) No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in tender. Withdrawal of a bid during this interval may result in bidder being ineligible for participation in the future tenders issued from NLCIL for a period of 06 months from the date of withdrawal of the bid.

3.16 Understanding & Clarification on Documents & Specifications

- i) The Bidder is required to carefully examine the specifications and documents and fully informs himself as to all the conditions and matters which may in any way affect the 'Works' or the cost thereof.
- ii) Bidders may seek clarifications to the prescribed clauses and / or different part of the Tender Specifications. Such a request for clarifications, if any, should reach the Purchaser two days before the date stipulated for pre-bid meeting. The Purchaser then will issue interpretations and clarifications as it may think fit in during the pre-bid meeting. After receipt of such clarifications, the Bidder may submit its Bid but within the time and date as specified in the Invitation for Bid or as amended by the Purchaser. All such clarifications and the relevant exchange of correspondence between the parties shall be construed to form part of the tender specifications.
- iii) Pre-Bid Conference will be organized and outcome of the pre-bid conference is binding on all the Bidders. Outcome of the Pre-Bid Conference will be intimated by the Purchaser to all the Bidders.
- iv) In case any queries remain un-replied, it shall be construed that in respect of those queries, the respective stipulations of the Tender Specifications shall continue to apply and/or no new stipulations are made with respect to those queries.



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- v) No extension of time for submission of Bid will be granted on account of Bidders' request for interpretation/clarifications.

3.17 Latest Hour for Receipt of Bids

Bids must reach the designated NLC India Limited Office not later than 14:30 Hrs, Indian Standard Time (IST) on the date fixed for receipt of the Bid as indicated in the Invitation for Bid. Bids delivered / received after the time and date fixed for the receipt of the bids shall be liable for rejection.

3.18 No Claim for Compensation for Submission of Bid

- i) 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 the Purchaser for rejection of his Bid.
- ii) Regardless of the conduct or outcome of the bidding process, Bidder shall not be entitled to claim any costs, charges and expenses incidental to or incurred by him through or in connection with his submission of Bid or its consideration by the Purchaser, even though the Purchaser may elect to modify/withdraw the Invitation for Bid or does not accept the Bid(s).

3.19 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.

3.20 Deputation of Representatives for Discussion

After opening of the Bid, if the Purchaser desires to have techno-commercial discussion on the Bid, the Bidder shall be in a position to depute his competent representatives of various disciplines at short notice with full authority for finalizing technical parameters as well as Commercial Terms and Conditions of the Tender

3.21 Price Basis

The prices quoted should be FIRM till completion of supplies. The quoted basic price shall include the cost of P&F, Freight and Transit Insurance.

3.22 Evaluation of Bids:

The Bids received will be evaluated by the Purchaser to ascertain the lowest evaluated substantially responsive Bid vis-à-vis the Tender Specifications. The Bidder has to satisfy himself that full information is furnished as required in the specifications. Lack of particulars or incomplete information furnished will run the risk of rejection of the Bid.

The following major procedures would be followed for evaluation of Bids.

- i) The bidder shall submit Part-I (Techno Commercial Bid) on Last Date & Time



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of submission of online Bids which shall remain valid for 120 days from date of opening of Part-I Bid.

- ii) The offer of bidders satisfying Cost of Tender Document, Bid Security Declaration, Integrity Pact and Affidavit conditions will be treated as responsive and shall be considered for further evaluation on PQR aspects.
- iii) The eligible bidders who qualify in PQR conditions alone shall be considered for further evaluations for techno-commercial aspects. The Bidders who qualify on techno-commercial aspects alone shall be called for submission of Price bids (Part-II).
- iv) The Price Bids shall be obtained only from Bidders who qualify on QR & techno-commercial aspects. The date of Submission and opening of Price Bids (Part-II) will be intimated later to Techno-Commercially Shortlisted Bidders. In case of non-submission of price bid after technical qualification, the concerned bidder's offer will be passed on and the remaining offers will be processed as per NLCIL tender conditions.
- v) Date of Price bid opening (Part –II) will be intimated to the qualified bidders and Part-II bids will be opened.
- vi) For evaluation and comparison of price Bid, the Evaluated Bid Price will be considered. Detailed Evaluation methodology for arriving evaluated bid price shall be as per clause 3.23 below.
- vii) All the Sl. Nos. and columns in the 'Schedules of Prices' shall be quoted. If no prices are envisaged for any of the entries, 'Numeric Zero (0)' shall be mentioned. In this context "Zero (0)" mentioned against any item shall construe that the Bidder shall not charge any amount separately for that item from the Purchaser but cover it in the scope of work. If the Bidders have not quoted for Taxes & Duties, it is construed that the Taxes & Duties will be borne by the Bidder.
- viii) In case of any Arithmetical errors between the prices quoted (i.e., Schedule of Prices) and the Final price in the calculation sheet (i.e., Spread sheet) attached along with the Schedule of Prices, the prices quoted (Schedule of Prices: F1-Table -1) will only be considered for Evaluation. This price shall be binding on the Contractor.
- ix) The Bidders will be ranked starting from the lowest Evaluated bid price (EL1) for the entire scope of supply and increasing in the ascending order (EL1, EL2, EL3,.....).
- x) From the ranking the bidders starting from Highest Evaluated bid price, the H1 bidder will be eliminated, subject to ensuring minimum 4 bidders participation in Reverse Auction.

In case, participation is less than or equal to four (4), all the bidders will be



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qualified and short listed for the reverse auction.

In case more than one bidder as eliminated above turns out to be with the same quoted price, all such bidders will be eliminated ensuring minimum four (4) bidders' participation in the reverse auction.

Due to such elimination of bidders, if the available eligible bidders get reduced to less than 4 nos., all such bidders will be included for Reverse Auction without elimination.

- xi) All the shortlisted bidders for Reverse Auction will be intimated about their eligibility for participation in Reverse Auction. The Rules and terms & conditions of reverse auction is given in Clause 3.37.
- xii) After Reverse Auction, bidders would be ranked in ascending order as RL-1, RL-2, RL-3, RL-4 and so on with RL-1 being the bidder with lowest Evaluated Bid Price. After the Reverse Auction is closed, the bidder with the lowest evaluated bid price will be considered for award of Purchase Order as detailed below.
- xiii) Award Price after RA: After reverse auction, the Purchase order will be issued to the successful bidder at the following price:

Award Price in Rupees	Award Price = (Discovered price in RA (RL1)) + (De-loading factor w.r.t weighted average W _p of PV module wattages offered by the bidder) in Rs.
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- xiv) Based on the price ranking, the end user verification/confirmation of the PQR documents submitted by the bidders shall be carried out.
- xv) In case the documents of the bidder who offered lowest price (RL1/EL1) are found to be false/incorrect, the next lowest bidder's offer in their order of price ranking including the eliminated bidders, if any, will be evaluated for obtaining end user verification till a successful bidder is identified.
- xvi) During the above said evaluation process, in case, the documents of the bidder(s) are found to be false / incorrect, then the bid(s) of such bidder(s) shall be rejected and action of banning / suspension of such bidder(s) for a specific period shall be taken by the Purchaser.
- xvii) Bidders shall not be allowed to change/ modify weighted average W_p of PV module wattages, during entire bidding process including Reverse Auction in any case. No change in the breakup of quantities of the various module ratings shall be accepted at any later stage during the execution of the contract
- xviii) After completion of the Reverse Auction event, successful bidder shall submit item wise price break up for Final Price after RA (INR) for the item under



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procurement to Purchaser as per the ratio quoted in original Evaluated bid price.

- xix) Bidder to note that the Final Total Price as per item wise detailed break-up (including taxes and duties) shall not exceed the Award Price to be calculated after completion of RA.

3.23 Detailed Evaluation Methodology for calculating the Evaluated bid price by system:

In line with the Technical Specification, the nominal power output W_p of the modules to be delivered shall be at least 540 W_p and above.

The bidder shall provide weighted average wattage of the modules. As the base module is being considered as “540 W_p module”, Bidder’s Bid Price shall be decreased by a Bid evaluation factor considering the weighted average W_p of PV module wattages offered by bidder as given below;

De-loading factor w.r.t weighted average W_p of PV module wattages offered by bidder:

$$(\Delta X) = 77,45,453.05 * (W_{p_new} - 540)$$

Where,

$$W_{p_new} = (\sum (MW_{p} \text{ offered for a particular Nominal } W_{p} \times \text{Nominal } W_{p})) / \text{Total } MW_{p}$$

X = Quoted Bid Price

X - Δ X = Evaluated bid Price.

The Bidders will be ranked starting from the lowest Evaluated bid price (EL1) for the supply and increasing in the ascending order (EL1, EL2, EL3, ...).

Example:

Total Quoted Price for 300MW (AC)/393.90MW_p(DC) Rs. (X) = 600 Crores.

If 540W_p of 200MW_p and 545W_p of 193.90 MW_p is offered by bidder.

$$W_{p_new} = ((540*200MW_{p})+(545*193.90 MW_{p})) / 393.90 MW_{p} = 542.46$$

$$\text{De-loading factor } (\Delta X) = 77,45,453.05 * (542.46-540.00) = 1,90,63,764.23$$

$$\text{Evaluated bid Price after De-loading factor for 300MW (AC)/393.90MW}_{p} \text{ (DC) Rs.} \\ = (X - \Delta X) = 600,00,00,000 - 1,60,07,269.62 = 5,98,09,36,235.77$$

The Reverse auction will be conducted on the Evaluated bid price.

After reverse auction, the Award price will be calculated as given below:

Award Price = (Discovered price in RA (RL1)) + (De-loading factor w.r.t weighted average W_p of PV module wattages offered by the bidder) in Rs.



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3.24 PURCHASE PREFERENCE FOR MSEs:

As per public procurement Policy MSEs registered with MSME authority, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 25% of the order quantity provided the MSE matches the L1 landed cost. Out of 25%, SC/ST entrepreneurs, will get a share of 4% and MSE owned women enterprises will get a share of 3%.

Further, in case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs, subject to bringing down of price to L1 by the MSE concerned. MSE units registered with anyone of the following are eligible to avail the preference availed under Public Procurement Policy MSEs Order 2012, provided the product range mentioned in the certificate(s) is the same or similar to NLCIL requirements. The certificate should be valid on the date of opening of the bid and should be duly attested by Notary Public/Chartered Accountant.

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSE
- h) UDYAM Certificate.

MSEs participating in the tender and submits valid & authorized copy of certificate of registration with anyone of the above agencies are entitled for Purchase Preference upto 25% of the tendered quantity, if the price quoted (Landed cost) by the MSEs is within 15% of L-1 price (i.e., L-1 + 15%). The purchase preference will be subject to the following:

1. Purchase preference shall be applicable for the 25% of the tendered quantities only provided L-1 bidder is not MSEs and the MSEs accept to bring down their price to the L-1 price arrived after tender evaluation.
2. In case MSEs is the L-1 bidder for an item, order for the tendered quantity shall be placed on MSEs firm.
3. In case more than one MSEs participates in the tender and their prices are within 15% of L-1 price and L-1 bidder is an enterprise other than MSEs then 25% of the tendered quantities will be distributed proportionately between participating MSEs on their acceptance of L-1 price.
4. In case more than one MSE participates in tender and their prices are within 15% of L-1 bidder price, who is not a MSEs and one of the MSEs is owned by SC/ST then 4% in the 25% tendered quantity shall be procured from MSEs owned by SC/ST entrepreneurs subject to their acceptance of L-1 price,



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provided the SC/ST owned MSE submits the SC/ST certificate issued by the District Authority along with the offer.

5. In case of MSE enterprises owned by Women participate in the tender 3% in the 25% target shall be procured from MSEs owned by women subject to their acceptance of L-1 price.

Note:

- i. Traders and agents are not entitled to avail the benefits under Public Procurement Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.
- ii. For MSE bidders participating in this tender, declaration of UAM number on CPPP is mandatory, failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSME order, 2012.

3.25 Deviations

- 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 /Back up Guarantee for compliance to JDU / any other Guarantees deposited shall be appropriated by the Purchaser towards Purchaser's cost, loss and damage to Purchaser.

3.26 Suspension/Banning

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.



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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.

3.27 Issue of Purchase order:

The purchase order will be issued to the successful bidder and the Commercial Conditions (Section-6) and Technical Specifications (Section-7) shall form the basis of purchase order. The Bidder shall carefully go through the terms and conditions given in the Commercial Conditions (Section-6) and Technical Specifications (Section-7) and his offer (Bid) should be in line with the terms and conditions specified therein.

3.28 Agency Commission

No Agency commission shall be payable under the Contract.

3.29 Priority of Documents

Subject to the conditions enumerated in the Tender specification, the tender will be governed by “Technical Specification” as detailed in the tender document. The Technical Conditions shall prevail over the other conditions elsewhere specified in the Tender Specification in case they differ from other conditions to the extent they differ from other conditions.

3.30 WARRANTY PERIOD:

The warranty period of the Modules supplied shall be One year from the date of receipt of last supply.

3.31 PERFORMANCE GUARANTEE FOR DELIVERY OF MATERIALS:

The successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG) for Delivery of Material as per Format (Revised Annexure-H) 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 three percent (3%) of the Order Value of the purchase and it shall guarantee the faithful performance of the ‘Purchase Order’ in accordance with the terms and conditions specified in these documents and specifications. The Bank Guarantee shall be valid till receipt of all supplies at Site plus three months Claim period.

In case of bidder is participating based on the credentials of Group Company/ Holding Company/ Subsidiary Company, on award, in addition to the CPG furnished by the Contractor, a Joint Deed of Undertaking (JDU) shall only be furnished without Financial Backup BG.



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3.32 Repeat Order:

“Purchaser reserves the right to ask the Bidder to supply up to 30 % additional Solar PV Modules on same terms and conditions as applicable for the Main Contract/Purchase Order”.

3.33 Codes & Standards

Specifications give reference to Indian or Internationally accepted Standards. However, equipment or materials meeting other recognized National or International Standards, which ensure an equal or superior quality than Standards specified, will also be accepted. For details of codes and standards refer Technical specification.

3.34 Drawing List

The Successful bidder on issue of Purchase Order shall submit the list of engineering drawings/ Data sheets to be submitted by him for the complete package to the Purchaser for review, approval and information clearly indicating date of submission within the time schedule. On receipt of list of drawings, NLCIL shall review and finalize the drawing list for easy monitoring of status of the drawings.

3.35 Standardization & Variety Reduction

- i) With a view to standardize maintenance procedures, reduce spares inventory and achieve interchangeability, the Purchaser desires to have, as far as practicable, dimensionally and otherwise identical components and parts of equipment which are common within the package.
- ii) It shall be responsibility of the Bidder to interact with the Purchaser well in advance and in any case ahead of supply schedule so as to obtain whatever details of specifications / parameters of components, as are necessary in this regard. The successful bidder shall not be entitled to any increase in the Contract Price or to any extension of time, on account of this clause, nor shall the warranty period / conditions be altered as a result. No request for extension of time or increase in price on this account shall be entertained by the Purchaser.

3.36 Pre-Bid meeting:

Pre-bid meeting will be held on the date and time indicated in the Tender Documents through video conference. The points for discussion / clarification shall be furnished in advance of Scheduled Date of Pre-bid meeting, both in hard and editable soft copy (like word document) to the Chief General Manager/Contracts /Corporate Office, NLC India Limited, Neyveli – 607 801 and also to the following E-mail ID: corporate.conts@nlcindia.in

3.37 RULES FOR REVERSE BIDDING/AUCTION

1. Rules of Reverse Bidding/Auction: The price bids of all the bidders who were techno-commercially qualified will be opened online with due intimation to the concerned bidders.



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2. Schedule for Reverse Bidding: After Price e-Bids are opened online, date and time of start of Reverse Auction shall be intimated to all the eligible bidders. Scheduled duration of Reverse Auction shall be normally two hours.
3. Auction extension time: If a valid bid is placed within Ten (10) minutes of End Time of the Reverse auction (RA), then RA duration shall get automatically extended for another Ten (10) minutes from the existing end time. It may be noted that the auto-extension will take place only if a valid bid comes in those last Ten (10) minutes. If a bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last Ten (10) minutes. The above process will continue till no bid is received in last Ten (10) minutes which shall mark the completion of Reverse Auction. However, bidders are advised not to wait till the last moment to enter their bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.
4. Procedure of Reverse Auctioning:
 - (i) The Reverse Auction will be conducted based on lowest evaluated bid price emerged as per Clause 3.23 in Section-3 of Volume 1A of Tender Specifications.
 - (ii) The 'Opening Price' i.e. Start Price for RA (Reverse Auction) shall be the lowest Evaluated bid price (EL1 price).
 - (iii) Bid Decrement shall be Rs.10,00,000/- and its multiples.
 - (iv) "RL1" Bid is the last offered price i.e. further no bidder responds within the time limit.
 - (v) After completion of the online Reverse Auction, the Closing Price (i.e. RL1 price) shall be available for further processing.
 - (vi) After Reverse Auction, the price break up for all components shall be arrived at the same ratio as quoted in their initial price bid such that the total price shall be equal to the lowest quoted Bid Price during Reverse Auction.

NLCIL shall conduct the Online Reverse Auction and the terms and conditions shall be as below:

- i Once NLCIL decides to conduct reverse auction for a tender, an e-mail containing the terms and conditions, date and time of /reverse auction (RA), the start price and the decrement amount will be sent to all the eligible bidders to their Email ID enrolled with NLCIL NeAT portal (<https://procure.nlcindia.in>). The same will also be available in the home page of NLCIL. E-contracts site after logging in under Reverse auction menu. It shall be the sole responsibility of the bidders to view such emails and participate in the Reverse Auction. NLCIL shall not be responsible for any failure on the part of the bidders to notice the emails.
- ii In case of any change in the bidders Email ID, it is the responsibility of the bidder to update his Email ID then and there (available under "Update Profile" menu using secure login). NLCIL does not hold any responsibility for the lapses on the bidders' side in this regard.



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- iii The bidders are also requested to login to NLCIL NeAT portal (<https://procure.nlcindia.in>) regularly and view the details of Reverse Auction (RA).
- iv The duration indicated in the auction screen, will be the minimum duration for the Reverse Auction process.
- v If a bid is received in the last 10 minutes of closing of the auction, the auction gets extended automatically for 10 minutes (rounding off to the nearest minute) from the time of last bid. If no bid is received in the last 10 minutes the auction will get closed. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- vi During the course of Reverse Auction if any problem arises in NLCIL's Server that interrupts the participation of the bidder in RA and resulting in closure of RA, NLCIL reserves the right to reconduct RA with the last bid price offered in the RA. The rescheduled date and time of RA will be intimated to the qualified bidders by e-mail / SMS.
- vii RA screens are activated 10 minutes before the start of the Reverse Auction.
- viii In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- ix During the entire e-reverse auction process, the bidders will remain completely anonymous to one another and also to everybody else.
- x The e-reverse auction floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- xi All electronic bids submitted during the e-reverse auction 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 NLCIL will form a binding contract between NLCIL and the Bidder for execution of work.
- xii It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- xiii The Start Price and the minimum Bid decrement value shall be displayed to the Bidders at the start of the Reverse Auction. The bidder can bid lower than the current bid amount however such bid should be single or multiple of decrement value.
- xiv Bidders shall be required to start bidding from this Start price, reducing their price by minimum one decrement value or multiple of decrement value by clicking the calculator button under the column 'Action'.
- xv A single Bid cannot have more than 5 times the decrement value from the current lowest bid. In case the bidder wants to give more than 5 times the decrement value, he can give multiple bids.
- xvi At the end of Reverse Auction, the lowest closing bid will be considered for further processing.
- xvii NLCIL's decision on award of the order shall be final and binding on all the bidders.



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- xviii The lowest bidder's price shall be final.
- xix Bids once made by the bidder cannot be revoked / withdrawn by them and the bidder shall be bound to accept the price indicated in the auction as per their final bid price. Should the bidder fail to accept the prices quoted and in conformity with the terms and conditions of enquiry, their offer will be rejected without any notice besides debarring the firm for a fixed period from participating in any of the NLCIL tenders if any.
- xx NLCIL reserves the right to reschedule or cancel the Reverse Auction Process / Tender at any time without any notice or assigning any reason thereof.
- xxi The time of NLCIL Server, hosting the reverse auction will be the basis for all time related activities i.e., start of auction, closing of auction, acceptance of bid, etc. 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-reverse auction. 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.
- xxii NLCIL is not liable for any interruption or delay in accessing NLCIL's Website irrespective of the cause and for any system problems or inability to use the system by the Bidders. Bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and be able to participate in the reverse auction successfully.
- xxiii The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- xxiv The Bidder shall not divulge either his Bids or any other exclusive details of NLCIL to any other party.
- xxv The prevailing / current lowest bid will be displayed on the bidding screen during the course of e-reverse auction and all subsequent bids shall have to be quoted lower than the prevailing / current lowest bid.
- xxvi Bidders are advised to exercise caution in quoting their bids in e-reverse auction to avoid any mistake. Bids once submitted can't be recalled.
- xxvii Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIB. No deviation to the technical and commercial terms & conditions are allowed. NLCIL reserves the right to cancel this bidding process (e-reverse auction) or extend the due date of receipt of bid(s) without assigning any reason thereof.



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SECTION-3

ANNEXURES



**PROCUREMENT OF 393.9 MW_p SOLAR PV
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ANNEXURE-A

BID SECURITY DECLARATION

Tender Name: Procurement of 393.9 Mwp Solar PV Modules For GSECL's Solar Park At Khavda (GSECL's Stage-2) at Gujarat.

Tender No: CO CONTS/0003R/393.9 MW_p Module Procurement/e-contrs/2024, Dt.27.01.2024

“We / (The Bidder) hereby accept that if we withdraw our bid/ modify/ change/ alter/ impair/ derogate the bid on our own after the Part-I is opened or within the subsistence of the validity period of offer or fail to accept the Letter of Award/ Work Order issued by NLC India Limited or fail to submit the Performance Security within the stipulated period in the tender document or if we furnish forged/bogus certificates, indulge in cartel formation, we will be banned for the period of time specified in the tender document from being eligible to submit Bids with the entity Inviting the Bids and also rejection of bid as applicable, and also we accept the bid inviter to initiate / take appropriate Legal action.”

COMPANY SEAL

SIGNATURE

NAME

DESIGNATION

COMPANY'S NAME:

DATE



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**ANEXURE –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 : Procurement Of 393.9 Mwp Solar PV Modules For GSECL's Solar Park At
Khavda (GSECL's Stage-2) at Gujarat.

Ref : Tender No. CO CONTS/0003R/393.9 MWp Module Procurement /
e-contrs/2024, Dt.27.01.2024.

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' 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. The plant, equipment and systems offered are of the best and latest technology and of international standards.
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 Security Declaration as instructed by you. This Bid Security Declaration 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 120 (One Hundred and Twenty) 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 **Performance Bank Guarantee (PBG) for**



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Delivery of Material as per the proforma (**Annexure-H**) prescribed by NLC India Ltd and acceptable to NLC India Ltd and for the sum equal to **3% of the Order Value** of the purchase within 30 days from the date of Letter of Award based on the route through which we are qualified.

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 ----- 2024

Signature :

Name :

Designation :

Company :

Company Seal

Date :

XXXXXX



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**ANNEXURE – C
FORM OF BID**

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

NLCIL's Tender No. :
Our Bid No :
From:

Dated :

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 Performance Bank Guarantee (PBG) for Delivery of Material (Annexure-H) as per the proforma prescribed by NLC India Limited and acceptable to NLC India Limited and for the sum equal to 3% (Three percent) of the Order Value of the purchase within 30 days from the date of Purchase Order based on the route through which we are qualified and accepted by the NLC India Ltd.

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

Signature :
Name :
Designation :
Company :

Company Seal
Date :

XXXXXX



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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. CO CONTS/, Dt.) 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.

v) I/We Partner / Legal Attorney / Proprietor/ Accredited Representative of M/s..... declare that, we are submitting our offer/bid for the services vide our offer..... Dated

vi) 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.

vii) During the verification of offer or even at a later date, if any information or document submitted by me/us is 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 action of suspension/banning 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:



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ANNEXURE – E

FORMAT OF INTEGRITY PACT

(To be executed on plain paper and applicable for all tenders of value above Rs 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 the relevant 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 unless excluded by the Contract.
- 3) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or 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 the execution 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;



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- 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.



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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



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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.



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- (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.



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- (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 from future business 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 / dispute arising 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



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Place

Date

Witness 1.....

Witness1

Witness 2.....

Witness 2.....



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ANNEXURE-F

**JOINT DEED OF UNDERTAKING IN CASE OF BIDDER PARTICIPATION IN THE
BID BASED ON THE CREDENTIALS OF HOLDING /SUBSIDIARY/GROUP
COMPANY**

(TO BE ENCLOSED WITH THE BID)

This Deed of undertaking executed this day of
..... by Collaborator (Holding/Subsidiary/Group Company) (Name).....
..... a Company incorporated under and having its Registered
Office at herein after called or
Collaborator (Holding/Subsidiary/Group Company) which expression shall include
its successors, executors and permitted assigns and (Bidder/Contractor Name)
..... a Company incorporated under the Companies Act 1956
having its registered office at hereinafter called
..... (Bidder/Contractor Name) or 'Contractor' which expression
shall include its successors, executors and permitted assigns) in favour of NLC
INDIA LIMITED (formerly Neyveli Lignite Corporation Limited), a company
incorporated under the Companies Act 1956 having its Registered Office at Chennai-
600 031 (hereinafter called the 'PURCHASER'), which expression shall include its
successors, executors and assigns.

Whereas the Purchaser is desirous of getting work of the design, manufacture,
supply, transport and insurance, Port handling, Customs clearance, forwarding,
storage, erection, testing and commissioning of (herein after called
as equipment) at done as per its specification No dated
..... whereas (Bidder/Contractor Name) submitted its
technical proposal vide its Letter No. dated based on the
association of M/s (Collaborator (Holding/Subsidiary/Group
Company)) and whereas it is a condition for the award of contract to
(Bidder/Contractor Name) that (Bidder/Contractor Name) and its
Collaborator (Holding/Subsidiary/Group Company) M/s would
be jointly and severally bound and shall be responsible to the Purchaser for the
successful performance of the equipment fully meeting the parameters guaranteed as
per the Purchaser's specifications in terms of the Contract. Now, Therefore, this
Undertaking witnesses as under:

1. That consideration of the award of Contract by the Purchaser (herein after referred to as the 'Contract') we, the Collaborator (Holding/Subsidiary/Group Company) and Bidder/Contractor do hereby declare and guarantee that we shall be jointly and severally bound unto to NLC INDIA LIMITED (Purchaser) for the successful performance of equipment fully meeting the guaranteed parameters as per the contract and further shall be fully responsible for the



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correctness of design, manufacture, supply, transport, insurance, erection supervision, testing and commissioning of the equipment in accordance with the Contract specifications.

Further, we, the Collaborator (Holding/Subsidiary/Group Company) and the Bidder/Contractor hold ourselves jointly responsible for the timely execution of all activities in accordance with the contract.

2. Without prejudice to the generality of the undertaking in para – 1 above, the methods of achieving the objectives set forth above shall be as follows:

a. The Collaborator (Holding/Subsidiary/Group Company) shall be responsible for the preparation of all design, design calculation and manufacturing drawings for the equipment and shall provide all additional necessary technical assistance to (Bidder/Contractor Name) for the portion of the work to be performed by (Bidder/Contractor Name) in India. Further, the Collaborator (Holding/Subsidiary/Group Company) shall extend their quality surveillance to..... (Bidder/Contractor Name) during manufacture at Bidder/Contractor work and/or at the Purchaser's project site. Without prejudice to the overall responsibility of the Collaborator (Holding/Subsidiary/Group Company) as to the successful commissioning and performance of the equipment, the Collaborator (Holding/Subsidiary/Group Company) shall in addition despite his technical experts from time to time to the Bidder/Contractor works/ Purchaser and the Bidder/Contractor in accordance with the stipulation in the Contract.

b. The Collaborator (Holding/Subsidiary/Group Company) will be fully responsible for the quality of manufacture and the timely delivery of all the major equipment/ main assembly /components manufactured at his works or at his Contractor's work for incorporation in the equipment as per the Contract Schedule.

c. The Contractor shall be responsible to manufacture that portion of the equipment to be manufactured at his works or at the sub-Contractor's works as per the Collaborator (Holding/Subsidiary/Group Company) design and the Collaborator (Holding/Subsidiary/Group Company) quality acceptance level. Further the Contractor shall supervise the erection, commissioning and carry out the work as per the contract in accordance with the Collaborator's advice, procedure and guidance.

3. In the event of any breach in the performance of the obligations set forth above, we the Collaborator (Holding/Subsidiary/Group Company) and the Contractor, shall jointly and severally pay the loss or damage to the Purchaser on his demand. Further we the Collaborator (Holding/Subsidiary/Group Company) and the Contractor, jointly and severally undertake to pay to the Purchaser to effect price reduction arrived at in accordance with the provisions



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of the Contract, in the event of any delay in supply or in completion of functional test including weighing of the equipment or in commissioning of the equipment without any demur, reservations, protest and recourse. Further, any extension of time, relaxation or indulgence by the Purchaser to the Contractor/ Collaborator (Holding/Subsidiary/Group Company) shall not prejudice the rights of the Purchaser under this undertaking against the Collaborator (Holding/Subsidiary/Group Company) of the Contractor.

4. We, the Collaborator (Holding/Subsidiary/Group Company) and the Contractor agree that this undertaking shall be irrevocable and further agree that this undertaking shall continue to be enforceable till the end of warranty period under the Contract. We further agree that this undertaking shall without prejudice to the various liabilities of the Contractor including his Contract Performance Guarantee as well as his other obligations in terms of the Contract.
5. The Performance, rights and responsibility of the party shall be in accordance with the Contract and further the liability of the Contractor/ Collaborator (Holding/Subsidiary/Group Company) under this Undertaking shall not in any case exceed the limits as stipulated in the Contract.

In witness whereof the Collaborator (Holding/Subsidiary/Group Company) and the Contractor have through their authorized representatives executed this Undertaking and affixed common seals of their respective companies, on the day, month and year first above mentioned.

.....	For Collaborator
(Signature)	(Holding/Subsidiary/Group Company)
.....	Name:
(Name in Block Letters)	Designation:
.....	Common seal of the company.
(Official address)	
.....	For Contractor.
(Signature)	Name:
.....	Designation:
(Name in Block Letters)	Common seal of the
.....	Company.
(Official address)	



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NOTE:

- i. Power of Attorney of each of the person signing the Deed of Joint Undertaking and Board resolution in regard of POA of Authorized signatory, shall be furnished along with this Deed of Joint Undertaking.
- ii. * Bidder to strike out, whichever is not applicable.



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Annexure-F1

*** PROFORMA OF CERTIFICATE FROM THE CEO/CFO
(To be submitted by Bidder along with the Techno-Commercial Bid)**

Ref. :

Date:

To
CGM/Contracts
Corporate Contracts Division
NLC India Limited

Madam/Sir,

I, (CEO/ CFO of the Company) of (Name of the Company)
declare that the financial results of M/s. (Name of the Bidder) are
under audit as on (as on original scheduled date of Tender opening) and the
Certificate from the practicing Chartered Accountant certifying the financial parameters is
also not available.

Yours faithfully

(Signature)

Date: (Name & Designation)
Place: (Name of the Company)
(Seal of Company)

Note: *Strike off if not applicable.



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ANNEXURE-G

FORMAT OF BANK GUARANTEE FOR ADVANCE PAYMENT

- 1.0 This guarantee should be furnished by a Scheduled Commercial Bank, authorised by Reserve Bank of India (RBI) in the format as given below.
- 2.0 This Bank Guarantee should be furnished on stamp paper of value not less than Rs. 80/- as per Stamp Act.
- 3.0 The stamp paper should have been purchased in the Name of the Bank executing the Guarantee / Name of the Bidder.
- 4.0 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.
- 5.0 The Bank Guarantee may also be furnished by a foreign bank authorized by RBI.

Bank Guarantee No.-----

Date-----

To
NLC India Limited,
Corporate Office, Block-1
Neyveli-607 801,
Cuddalore Dist, Tamil Nadu ,India.

Dear Sirs,

- 1.0 Pursuant to the Purchase Order, hereinafter referred to as ‘The Purchase order’ which M/s. _____ hereinafter referred to as the “SUPPLIER”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, have concluded with NLC India LIMITED, NEYVELI, hereinafter referred to as the ‘PURCHASER’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, on _____vide Letter of Award/Purchase Order No. _____ dated _____ the Supplier have undertaken to _____ of the Purchase Order as per the prices indicated hereunder against each:
 - a. _____
 - b. _____
 - c. _____



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- 2.0 According to the said Purchase Order, the PURCHASER has undertaken to make an advance payment of Rs/FC. _ _ _ _ _ (Rupees/FC _____ only) being the payment of _ _ _ % of the Purchase Order value for _____ against issuance of an advance payment guarantee by a Bank for 100% of the advance amount.
- 3.0 For this advance payment, we, the undersigned _____ 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, hereby guarantee to the effect that we irrevocably undertake to pay upon the PURCHASER merely on demand without any previous notice and without any demur, reservation, contest, protest and without recourse to the Supplier and without referring to any other source, any and all monies payable by the Supplier towards the advance or part thereof paid by the PURCHASER, but not exceeding Rs/FC. _ _ _ _ _ (Rupees/FC _ _ _ _ _ only) provided the PURCHASER advises us that the Supplier has failed to fulfill his contractual obligations stipulated in the said Purchase Order. Any such demand made by the PURCHASER on the Bank shall be conclusive and binding, absolute and unequivocal notwithstanding any difference between the PURCHASER and the SUPPLIER or any dispute or disputes raised/pending before any court, Tribunal, Arbitrator or any other authority.
- 4.0 This Guarantee will not be discharged due to the change in the constitution of the Bank or the SUPPLIER(S)
- 5.0 This guarantee will become invalid after from the date of Purchase Order or as soon as this letter of guarantee has been returned to us, at the latest, however, on unless a claim has been lodged with us under this guarantee before that date.
- 6.0 The PURCHASER 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 SUPPLIER. The Bank shall not be released from its liability under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.
- 7.0 The Bank also agrees that the PURCHASER shall be entitled at his option to enforce this guarantee against the Bank as a Principal Debtor, in the first instance not withstanding any other Security or guarantee that it may have in relation to the Supplier's liabilities.
- 8.0 This guarantee shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by M/s. _ _ _ _ _ _ _ _ _ _ on whose behalf this guarantee has been given.
- 9.0 The Bank further agrees that the decision of the PURCHASER, as to the failure on the part of the SUPPLIER to fulfill the contractual obligations stipulated in



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the said Purchase Order and/or to the amount payable by the Bank to the Purchaser, shall be final, conclusive and binding.

10.0 This guarantee is revocable only with the written consent of the PURCHASER.

11.0 This guarantee deed must be returned to us upon expiry of the guarantee.

12.0 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 this __ day of _____
_20__

Witnesses:

1. Signature
Name in Block Letters
Letters
Occupation
Address

Signature:
Name in Block

Designation
Staff Code No.
Banker's Seal

2. Signature
Name in Block Letters
Occupation
Address



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ANNEXURE-H

**FORMAT OF PERFORMANCE BANK GUARANTEE (PBG) FOR
DELIVERY OF MATERIAL
(Covering Delivery obligations)**

NOTE:

1. This guarantee should be furnished by a Nationalised Bank / Scheduled Bank, except The Bank of China as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (at present not less than Rs. 80./-)
3. The stamp paper should have been purchased either in the Name of the Bank executing the Guarantee or in the name of NLCIL.
4. This Bank Guarantee should be furnished within 60 days from the date of purchase order or the delivery period prescribed in the purchase order whichever is earlier.
5. In the case of foreign seller, the bank guarantee may be furnished by an international reputed bank having their branch in India.
6. This Bank Guarantee should be directly sent to the Purchaser by the issuing Bank under RPAD.

To
NLC India Limited,
Corporate Office, Block-1
Neyveli-607 801,
Cuddalore Dist, Tamil Nadu ,India.

Dear Sirs,

Pursuant to a purchase order No.....with M/s.
.....concluded with you on(P.O. date) the
aforementioned firm undertook to deliver the following:

S.No	Description	Qty	Value

We, the undersigned (Name of the Bank and Address)having our Head Office at (Local Address) herewith assume the guarantee for the fulfillment of the purchase order obligations, in accordance with the stipulations of the above mentioned purchase order entered into by and between you as buyer and M/s.as Seller, to the amount of Rs.....(Rupeesonly) viz., 3% of the purchase order value and we irrevocably undertake to pay you upon your first demand, without any demur and without referring to any other source, the above sum or part thereof provided you advise us that M/s. have failed to fulfill the terms and conditions of purchase order including the delivery obligations stipulated therein. We also declare that any such demand made on us by you shall be conclusive and binding on us, notwithstanding any difference or dispute between yourself and the seller.



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The PURCHASER 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 SELLER. The bank shall not be released from its liabilities under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.

The PURCHASER 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 SELLER 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 purchase order between the PURCHASER and the SELLER or any other course of remedy or security available to the PURCHASER and the bank shall not be released of its obligations/liabilities under these presents by any exercise by the PURCHASER 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 the part of PURCHASER or any other indulgence shown by the Purchaser 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 PURCHASER.

The PURCHASER 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 purchase order obligations are fully performed by the SELLER or the Bank Guarantee is discharged by the PURCHASER as the case may be and the Bank Guarantee shall continue to be in force till such time.

The bank further agrees that the decision of the PURCHASER as to the failure on the part of the SELLER to fulfill their obligations and/or as to the amount payable by the bank to the PURCHASER hereunder shall be final, conclusive and binding on the bank.

The bank also agrees that the purchaser shall be entitled at his option to enforce this guarantee against the bank as a principal debtor, in the first instance not withstanding any other security or guarantee that it may have, relating to the SELLER'S liabilities.

This guarantee will not be discharged due to the change in the constitution of the bank or the SELLER (S).

In accordance with the stipulation of the clause of the instructions appended to the purchase order, this guarantee will become invalid after completion of supplies or as soon as this letter of guarantee has been returned to us, at the latest, however, on..... (here mention the period or due date) unless a claim has been lodged against us under our guarantee until that date. This Guarantee shall be



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extended from time to time for such period as may be desired by M/s.....
on whose behalf this guarantee has been given.

In any case, our liability under this guarantee of performance does not exceed
Rs.

This guarantee deed must be returned to us upon expiration of the period of
guarantee.

Witnesses:

1. Signature
Name in Block Letters
Letters
Occupation
Address

2. Signature
Name in Block Letters
Occupation
Address

Signature:
Name in Block

Designation
Staff Code No.
Banker's Seal



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**SECTION -4
LIST OF FORMS**



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I. PRE QUALIFYING REQUIREMENTS FORMS

1. PRE QUALIFYING REQUIREMENTS (PQR)

Sl.No.as in Tender	Qualifying Requirement	Bidder Response
1.0	TECHNICAL CRITERIA: Bidder to specify the Route viz. Route-I or Route-II under which bid is submitted.	Text entry
1.1	Route-I Whether the Bidder have supplied Solar Photo Voltaic (SPV) Modules or Solar Photo Voltaic (SPV) cells of cumulative capacity of 40 MWp or above, out of which at least one such supply order should be 10 MWp or above capacity, prior to the date of Techno-commercial Bid opening.	Yes/No
1.2	Route-II Whether the Bidder is a Group company or Holding Company or Subsidiary company of a firm meeting the requirements of clause 2.1 above. In such a case, Bidder shall furnish a letter of Undertaking jointly executed by the firm qualified as per clause 2.1 and the Bidder along with its Techno-commercial Bid for complete performance of the contract jointly and severally as per format enclosed in the bidding document, failing which the Bidder's Techno-commercial bid shall be liable to be rejected.	Yes/No
1.3	Notes: Whether the reference supply order furnished by bidder to meet the QR is of minimum capacity of 1MWp or above and shall be considered for cumulative capacity determination in Route-1. The requirement of minimum 40 MWp in Route-1 shall apply individually to modules/cells.	Yes/No
1.4	In case of bidding by Group Company/Holding Company/Subsidiary Company of a firm meeting the requirements of 2.1 the bidder to Upload the Deed of Joint Undertaking signed by all the parties as per Annexure-F (If applicable)	Upload Files
1.5	Upload relevant Documentary Evidence (Technical) for meeting PQR as per details stated in 2.1 or 2.2 under Section-1 of Volume IA in support of their respective Route.	Upload Files
2.0	FINANCIAL CRITERIA	
2.1.1	Whether the bidder have Positive Net Worth as per the latest audited financial statements	Yes/No
2.1.2	In case of bidder being a Group company or Holding Company or Subsidiary company of a firm meeting the PQR, the bidder (i.e., Group Company or Holding Company or Subsidiary company) and the firm on whose credential the bidder is participating in the bid shall have Positive	Yes/No



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	Net Worth as per the latest audited financial statements individually.	
2.2.1	Whether the Average Annual Turn Over of the Bidder (or) the Combined Average Annual Turn Over of Bidder (Holding Company/ Subsidiary Company/ Group Company) as the case may be and the firm on whose strength the bidder is participating in the bid shall not be less than the Rs.198 Crores for the last three (3) consecutive financial years as on the original scheduled date of tender opening.	Yes/No
2.2.2	In case a Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial Bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder, in case of award.	Yes/No
2.3	In case where audited results for the last financial year as on date of techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited result of preceding three (3) consecutive financial years as on the original scheduled date of tender opening shall be considered for evaluating financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company are under audit as on techno-commercial bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.	Upload Files
2.4	In case, if a bidder meets the technical QR but could not furnish his / their audited financial statement of three consecutive financial years preceding the last financial year for evaluating the average Annual turnover, due to the incorporation / formation of the bidder, with in a period of less than 3 years from the original scheduled date of tender opening, then, such bidder shall also be considered and the Average annual turnover of such bidder shall be arrived at as below:	Yes/No
2.4.1	Whether 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.	Upload Files



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2.4.2	If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last two financial years only, then the bidder's average Annual turnover shall be arrived at by dividing the sum of Turnover of last two financial years by three.	Upload Files
3.0	Please attach documentary evidence to prove that the qualifying requirements mentioned in the clause 2.1 or 2.2 are met by him, along with the bid in the form of user certificate along with copy LOA/Work order/Contract agreement together with full contact details for verification.	Upload Files
4.0	For Financial QR, clause No (3.0) under Section-1, Bidder shall furnish his audited profit and loss accounts and balance sheets for preceding three (3) consecutive financial years as on the original scheduled date of tender opening. Wherever the bidder participates with Group Company/Holding Company/Subsidiary Company, profit and loss accounts and balance sheet for preceding three (3) consecutive financial years as on the original scheduled date of tender opening of their Group Company/Holding Company/ Subsidiary Company shall also be furnished by the Bidder.	Upload Files
5.0	The Bidder shall submit End User Certificate which is subject to verification for qualification. In case the bidder furnishes the end user certificates showing the experiences of their subsidiary or group companies or companies under the same Management, a confirmation from the firm which is having the experience in this regard is to be enclosed along with end user certificate. In case of end user certificates are furnished by the Bidder from the subsidiary or group companies or companies under the same Management, in addition to End User Confirmation, NLCIL reserves the right to inspect such installations where such certificates are obtained by the Bidder, only if the Bidder facilitates necessary inspection of such installation by the purchaser. The subsidiaries/group companies will submit an undertaking for extending necessary support/expertise to the bidder for execution of the project. NLCIL reserves the right to verify the credentials submitted by the bidders. However, cost pertaining to the purchaser's personnel for such inspection shall be borne by the purchaser.	Upload Files
6.0	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.	Yes/No
7.0	The bidder shall also possess a valid certificate of registration under GST and the same should be furnished along with tender documents.	Upload Files
8.0	The bidder should have (obtained / holder of) the Permanent Account Number (PAN) under the income tax act and production of the documents relating to same are mandatory. To ensure that the bidder is	Upload Files



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	not a defaulter in payment of income tax as evidenced by income tax assessment records for four consecutive years prior to bidding, it is mandatory for the bidder to provide the self-attested printout of the online IT Statement indicating zero tax liabilities for four consecutive years prior to bidding along with the tender documents. NLCIL reserves the right to send the same to the income tax department for verification. (In this regard, the bidder can seek the help of the auditor in case of any doubt or otherwise.)	
9.0	In case of participation by the Bidder with Group Company or Holding Company or Subsidiary Company as the case may be, the above clauses (4.5), (4.6) and (4.7) shall be applicable to the partners also.	Upload Files
10.0	If the Bids submitted by both the Manufacturer and Supplier claiming the same experience, then the bid submitted by the Manufacturer alone shall be considered for further evaluation and the bid submitted by the Supplier shall be rejected.	Yes/No
11.0	Bidder to Upload Proforma of Certificate from the CEO/CFO as per Annexure F1 (If applicable)	Upload Files
12.0	Upload Letter of Undertaking jointly executed by the firm qualified as per clause 2.2 of Section-1 and the Bidder (group/ Holding/ subsidiary companies) for extending necessary support/expertise to the bidder for execution of the project (if applicable)	Upload Files
13.0	Upload Power of Attorney/Authorization in favour of the person signing the Bid.	Upload Files
14.0	Upload Contracts in hand / pending jobs and their status along with value	Upload Files
15.0	Upload Major legal cases, if any	Upload Files
16.0	Upload Recent Orders completed for SPV modules supply with value.	Upload Files
17.0	Bidder to upload copy of Integrity Pact duly signed as per Annexure-E of Section 3.	Upload Files
18.0	Bidder to Attach Proof for availing MSE Preference (if applicable)	Upload Files
19.0	Any other details/Information, Bidder wishes to furnish. Kindly upload.	Upload Files



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2. GROUP COMPANY/HOLDING COMPANY/SUBSIDIARY COMPANY DETAILS

Sl.No	Description	Bidder Response
1	Name of the Company	Text Entry
2	Whether Group Company/Holding Company/Subsidiary Company	Text Entry
3	Address	Text Entry
4	Telephone Number	Text Entry
5	Fax No.	Text Entry
6	Email address	Text Entry
7	Name of contact person	Text Entry
8	Upload valid Agreement for Group Company/Holding Company/Subsidiary Company, if applicable	Upload files



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3. BIDDER'S EXPERIENCE

(Checklist for breakup details for each project/work furnished towards QR)

Sl. No.	Description	Bidder Response
1.0	Bidder to Provide the following details of Owner/ End user/Client such as Name of the Company, Contact Person name, address, phone/ Mobile No, email id etc.	Text Entry
2.0	Bidder to indicate the reference No. of Work Order(s) / Purchase Order(s) / Agreement(s).	Text entry
3.0	Whether copy of Purchase Order(s)/ work order/Agreement/Contract is enclosed	Yes/No
4.0	Bidder to mention the brief Scope of work	Text Entry
5.0	Bidder confirms having supplied Solar Photo Voltaic (SPV) Modules or Solar Photo Voltaic (SPV) cells of cumulative capacity of 10 MWp or above, out of which at least one such supply order should be 5 MWp or above capacity, prior to the date of Techno-commercial Bid opening as indicated in PQR-Route I.	Text Entry
	Upload supporting documents	Upload Files
6.0	Bidder confirms to be Group company or Holding Company or Subsidiary company of a firm meeting the requirements of PQR-Route- I. In such a case, Bidder shall furnish a letter of Undertaking jointly executed by the firm qualified as per PQR-Route- I and the Bidder along with its Techno-commercial Bid for complete performance of the contract jointly and severally as per format enclosed in the bidding document, failing which the Bidder's Techno-commercial bid shall be liable to be rejected as indicated in PQR-Route-II.	Text Entry
	Upload supporting documents	Upload Files
7.0	Bidder to indicate the Date/ Ref No. of user / Performance certificate issued by the end user	Text Entry
	Upload supporting documents	Upload Files



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4. BID SECURITY DECLARATION

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	"We / (The Bidder) hereby accept that if we withdraw our bid/ modify/ change/ alter/ impair/ derogate the bid on our own after the Part-I is opened or within the subsistence of the validity period of offer or fail to accept the Letter of Award/ Work Order issued by NLC India Limited or fail to submit the Performance Security within the stipulated period in the tender document or if we furnish forged/bogus certificates, indulge in cartel formation, we will be banned for the period of time specified in the tender document from being eligible to submit Bids with the entity Inviting the Bids and also rejection of bid as applicable, and also we accept the bid inviter to initiate / take appropriate Legal action."	I Agree
12	We do hereby submit the above declaration as per the format of the Bid security declaration given in the Tender Document, duly accepted and digitally signed.	YES
13	Bidder to upload the duly signed copy of Bid Security declaration as per Revised Annexure-A.	Upload



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5. COST OF TENDER DOCUMENT

Sl.No	Description	Bidder Response
	COST OF TENDER DOCUMENT	
1	e-Payment Details RTGS/NEFT UTR No.	
2	UTR Date	
3	Remitted Bank	
4	Amount	
5	Upload the Supporting Document	FILE Attachment



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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 CO CONTS/-0003R/393.9 MWp Module Procurement /e-contrs/2024, Dt.27.01.2024 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 supply of equipments / materials/works/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</p>	I Agree



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	<p>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 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 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.</p>	
12	<p>We do hereby submit the above declaration as per the format of the Affidavit given in the Tender Document, duly accepted and digitally signed.</p>	<p>YES</p>



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II. TECHNICAL FORMS

1. ACCEPTANCE FOR TECHNICAL SPECIFICATION & SPECIAL CONDITIONS

Sl.No	Description	Bidder Response
1.0	Please confirm acceptance of the Technical Specification & Special Conditions including Scope of Work stipulated in the tender document including Corrigendum/ Amendments/ Clarification/ Errata issued, if any without deviation.	YES/NO
2.0	Please confirm acceptance of the Delivery schedule as stipulated in the tender document.	YES/NO
3.0	Bidder confirms that the capacity of Module quoted is in range of 540 Wp to 600 Wp	YES/NO
4.0	Please confirm acceptance to furnish test certificates as stipulated in the tender document.	YES/NO
5.0	Bidder to attach signed and sealed copy of Attchment-2 enclosed in Section-7 (Technical Specification)	UPLOAD
6.0	Any other document the bidder wishes to furnish	UPLOAD



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III. COMMERCIAL FORM

1. FORM OF BID - Part-I (Techno-Commercial)

Sl.No	Description	Bidder Acceptance
1.0	Having carefully examined the Tender Documents attached to your Invitation to Bid No Tender No. CO CONTS/0003R/393.9 MWp Module Procurement /e-contrs/2024, Dt.27.01.2024 and its Amendments / errata / Corrigendum / Clarifications issued till the date of tender opening, we agree to Complete the WORKS 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 Plant, Equipment and System offered are of best and of latest technology and of international standards.	Yes
2.0	I / We declare and certify that I / We fully satisfy the eligibility criteria and the documentary proof as called for, have been attached.	Yes
3.0	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 document.	Yes
4.0	We are submitting the Bid Security Declaration as per the format as instructed by you. This Bid Security Declaration shall be governed as per the stipulations provided in the "Instructions to Bidders".	Yes
5.0	We agree to abide by and keep our Bid valid initially for a period of 120 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
6.0	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 3% of the of the Order Value of the purchase within 30 days from the date of Purchase Order.	Yes
7.0	We understand that NLC India limited is not bound to accept the lowest or any bids received and NLCIL has the right to reject any	Yes



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	bid without assigning any reason whatsoever.	
8.0	This Bid together with written acceptance thereof shall constitute a binding CONTRACT between NLCIL and ourselves till a formal contract is executed.	Yes



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2. ACCEPTANCE FOR COMMERCIAL CONDITIONS

Sl.No.	Description	Bidder Response
1.0	Please confirm acceptance of all tender terms and conditions stipulated in the tender document including Corrigendum/ Amendments/ Clarification/ Errata issued, if any without deviation.	YES/NO
2.0	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
3.0	HSN code of material supplied	Text Entry
4.0	Any other information, the bidder wants to furnish	Upload Files



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3. BIDDER'S DETAILS

Sl. No	Description	Bidder Response
1.0	Particulars of the firm	Header
1.1	Bidder's Name and Address	Text Area Entry (Mandatory)
1.2	Telephone No.	Text Entry (Mandatory)
1.3	Fax No.	Text Entry (Optional)
1.4	E – Mail address	Text Entry (Mandatory)
1.5	Name of Contact Person	Text Area Entry (Mandatory)
1.6	Mobile Number of Contact Person	Text Area Entry (Mandatory)
1.7	PAN No. of the Bidder	Text Area Entry (Mandatory)
1.8	GST Registration No.	Text Area Entry (Mandatory)
1.9	MSME Details, if applicable	Text Area Entry (Mandatory)
1.10	Other Statutory Registration No., if any	Text Area Entry (Optional)
1.11	Name and full address of Chief executives	Text Area Entry (Mandatory)
1.12	Upload copies of PAN, GST Registration certificate, any other statutory documents	Upload Files
2.0	Bank Details	Header
2.1	Name of the beneficiary	Text Area Entry (Mandatory)
2.2	Bank A/c No.	Text Area Entry (Mandatory)
2.3	Name of the Bank	Text Area Entry (Mandatory)
2.4	Name of the Branch	Text Area Entry (Mandatory)
2.5	IFS Code (For NEFT/RTGS Payment)	Text Area Entry (Mandatory)
2.6	BANK ADDRESS	Text Area Entry (Mandatory)
2.7	BANK FAX NO.	Text Entry (Optional)
2.8	BANK EMAIL-ID	Text Area Entry (Mandatory)
2.9	Bank Phone No.	Text Area Entry (Mandatory)
2.10	Upload Supporting Documents for the applicable items	Upload Files



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4. CHECK LIST FOR BID SUBMISSION

Sl. No	Description	Bidder Response
1.0	Bidder has filled and digitally signed online Affidavit submitted	Yes
2.0	Bidder has attached Integrity Pact duly signed as per Annexure-E	Yes
3.0	Bidder has confirmed that they have filled and submitted all the Commercial and Technical forms as per tender.	Yes
4.0	Bidder accepted the points mentioned in other requirement as in Clause No. 5.0 (a to e) in Section -3 of Volume 1A	Yes
5.0	Bidder to provide the self-attested print out of the online IT statement indicating zero tax liabilities for four consecutive years prior to the original schedule date of tender opening.	Upload Files



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SECTION -5

SCHEDULES



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**SCHEDULE F1
SCHEDULE OF PRICES**

(Price in Rupees)

Sl. No.	Description	Bidder response
	Supply of Solar Photovoltaic (SPV) Modules as per Tender specification.	Header
1.0	Quoted Unit Price per Wp	Header
1.1	Basic Price in Rs./Wp	
1.2	Rate of GST (%)	
1.3	GST Amount in Rs. (Sl. No 1.1 x 1.2)	
1.4	Sub Total in Rs. (Sl. No 1.1+ 1.3)	
1.5	Total capacity of the modules (MW _p)	393.9 MW _p
2.0	Total Price in Rs. for Total capacity in MW _p (X) (393.9 x 10 ⁶ x Sl. No 1.4)	
3.0	De-loading factor	Header
3.1	Weighted average Wp of PV module wattages offered by bidder (Wp _{new})	
3.2	De-loading factor in module bid evaluation (ΔX)= 77,45,453.05*(Wp _{new} – 540)	
4.0	Evaluated bid Price (X - ΔX) i.e (Sl.no 2.0-3.2)	
5.0	Bidder to upload form of Bid Part-II as per Annexure-C	UPLOAD

Note:

- 1. The Basic Price quoted by bidder shall be inclusive P&F, Freight and Transit Insurance and excluding unloading charges at Delivery site (i.e. FOR Price excluding unloading charges at Delivery site).**
- Bidders shall quote the prices in the above format only. The price quoted in this format alone shall be considered for Evaluation and comparison as per clause No.3.24 of Section 3 of Tender Document.
- Download Spread sheet for calculating the Wp_{new}.
- The bidder shall upload the signed copy of the Spread sheet after calculating the Wp_{new}.
- The bidder shall enter the Wp_{new} value arrived at cell No. C40 of the spread sheet at Sl.No. 3.1 of Schedule of Prices-F1 above.
- In case of any Arithmetical errors between the Wp_{new} values quoted in the system (i.e., Schedule of Prices: F1) and the Final value in the calculation sheet (i.e., Spread sheet) attached along with the Schedule of Prices, the Wp_{new} value quoted in the system (Schedule of Prices: F1-Table -1) will only be considered by the system for Evaluation. This shall be binding on the bidder.
- Bidder to quote GST on % Basis



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Calculation of W_{p_new}

We declare that the modules of following nominal ratings shall be supplied by us under the subject package for the quoted project:

We further understand that no change in the breakup of quantities of the various module ratings shall be accepted at any later stage during the execution of the contract.

Module Rating - Nominal Wp	MWp offered for a particular Nominal Wp (Up to 3 decimal)	MWp offered for a particular Nominal Wp x Nominal Wp
A	B	C=A x B
540		-
545		-
550		-
555		-
560		-
565		-
570		-
575		-
580		-
585		-
590		-
595		-
600		-
605		
610		
615		
620		
625		
630		
635		
640		



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645		
650		
655		
660		
665		
670		
675		
680		
685		
690		
695		
700		
Total Project Capacity in MW _p	0.00	-
Wp_new	Not valid as Bid requirement is 393.9Mwp	#NAME?

Note:

- 1) Bidders are requested to fill the cells highlighted in yellow.
- 2) The bidder shall enter the Wp_new value arrived at cell No. C40 of the spread sheet at Sl.No. 3.1 of Schedule of Prices-F1



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**SECTION-6
COMMERCIAL TERMS AND CONDITIONS**



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SECTION-6

COMMERCIAL TERMS AND CONDITIONS

1.0 DEFINITION OF TERMS

- 1.1 'Purchaser/Owner' shall mean and include NLC India Limited (NLCIL) and its different functionaries entrusted with the responsibilities in relation to this contract in respect of the area of responsibilities of such functionaries.
- 1.2 "BIDDER" shall mean the firm / party who quotes against this tender enquiry.
- 1.3 "Supplier/Contractor" shall mean the firm / party whose bid is considered for acceptance and to whom Purchase Order is issued.
- 1.4 'Approval of the Purchaser' shall mean the written approval by the 'Purchaser' or 'Consultant' with respect to matters delegated to the consultant by the purchaser of a document or drawing or other particulars or matters in relation to the Contract.
- 1.5 'Bid' shall mean a valid offer made against this tender enquiry, indicating terms, conditions and prices
- 1.6 'Condition' shall mean the conditions agreed between the parties and stipulated in the Contract agreement.
- 1.7 'Consequential damages' mean the damages, claimed in a tort or breach of contract which do not normally follow from the tort or breach.
- 1.8 'Dimensions' shall mean length, area, Volume etc. all expressed in metric system.
- 1.9 'Drawing' shall mean such drawings provided along with bid documents / furnished during the progress of work by the Contractor and approved by the Purchaser.
- 1.10 "Effective date of Contract" shall mean the date of Letter of Award.
- 1.11 Guarantee/ Warranty period shall mean the period of 12 (twelve) months from the date of receipt of last supply.
- 1.12 'Purchase Order (PO)' shall mean the official communication issued by the owner notifying legally to the bidder that his bid has been accepted on mutually agreed terms, conditions and prices.
- 1.13 Price Reduction, not as a Penalty, is agreed upon between parties in the Contract towards time delay.
- 1.14 'Price' shall mean the price agreed in the contract between the parties towards the scope of work.
- 1.15 'Site' shall mean the land set for the location of the project / work
- 1.16 'Specification' shall mean the Technical – Commercial specification including modification set in the tender documents.



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1.17 'Time of completion/ Delivery Period' shall mean the time / period stated / agreed for completing the scope of work specified in the Tender.

2.0 BRIEF SCOPE OF WORK:

The Scope of the Supply covers Manufacturing, Supply, Packing and Forwarding, Transportation up to Khavda, Gujarat including Transit insurance of crystalline Solar PV Modules with nominal wattage and dimensions as mentioned in scope of supply at Technical specification.

This Scope of Work is indicative only. Detailed Scope of Work is contained in Section-7 Technical Specification.

3.0 DELIVERY TERMS:

FOR delivery at NLCIL Site, Neyveli.

Note: The bidder has to arrange to deliver the materials at NLCIL Site, Neyveli on door delivery basis irrespective of the quoted price basis. The quoted basic price shall include the cost of P&F, Freight and Transit Insurance.

4.0 PRICE BASIS:

- i. The prices quoted should be FIRM till completion of supplies. The Contract Price indicated in the Schedule of Prices shall be for the entire scope of work detailed under scope covered under technical specification and for all the contractual obligations of the Supplier if any, under the Purchase order.
- ii. The supplier shall furnish the GST Registration number in their offer, which is mandatory.
- iii. Unregistered vendors (or) vendors opted for composite scheme should clearly indicate their status under GST reference in the commercial offer.
- iv. All purchase contract shall be treated as composite contract and the rate of tax applicable to the principal supply is applicable to the whole value of the contract.
- v. Landed cost (site cost) will be calculated with the applicable GST rates for the assessable value which includes P&F, Freight, Insurance and any other charges.
- vi. Any increase in tax liability due to change in classification after evaluation shall be to the suppliers account and the basic price shall be reworked accordingly considering the revised GST rate.



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- vii. In case any reduction in GST rates at the time of supply or wrong classification at the evaluation stage, GST will be paid at the reduced rate.
- viii. Any conditional discount for coverage within a shorter period, for early inspection, payment etc., will not be considered for evaluation of the tender.
- ix. Any savings arising out of GST regime to the supplier shall be passed on by way of appropriate reduction of prices in the tender.
- x. The supplier shall comply with the Anti-profiteering measures at all times as prescribed under Sec. 171 of CGST ACT 2017 and corresponding provisions of SGST/UTGST Act 2017 and Anti- profiteering rules released there under.

Note: The bidder has to arrange to deliver the materials at NLCIL Stores, Neyveli on door delivery basis irrespective of the quoted price basis.

5.0 PAYMENT TERMS:

- a. Ten Percent (10%) of the total contract price will be paid as initial advance on acceptance of Purchase order, against submission of Bank Guarantee by the bidder for a value of 100% of the advance claimed and acceptance by NLCIL thereof. The Advance Bank Guarantee shall be valid till completion of contractual delivery period plus three months claim period.
- b. 90% of the total contract price will be paid upon dispatch of equipment from Manufacturer's works on pro-rata basis on production of invoices and satisfactory evidence of shipment which shall be original Goods Receipt or Rail Receipt including Material Dispatch Clearance Certificate (MDCC), Transit Insurance along with a valid proof for having the module listed in ALMM List-I.
- c. Payments against MDCC shall become due and payable only after submission of Test Certificate/ Third Party Inspection report as applicable and acceptance of the same by the Purchaser.
- d. All the payment to the Contractor for the performance of the works under the Contract will be made by the Purchaser in Indian Rupees through e-payment only.
- e. Mode of Payment:
 - i. The Employer will make payment through online or payment through LC with a provision for bidder to choose for the desired payment mode. If the



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option of LC is exercised, then the LC charges and other finance charges associated with LC shall be on the supplier's account and the same will be deducted from his bills.

- ii. In case of L/C, the Employer will establish an irrevocable Letter of Credit (L/C) in favour of the Contractor through the Employer's Bank for payments due on dispatch of equipment i.e. Ex-works and conditions of the Letter of Credit shall be finalized mutually between Purchaser and the Supplier. Accordingly post award, based on the actual timeline furnished by the bidder, LC shall be opened.
 - iii. The opening dates of letter of credit ("LC") shall be finalized with the supplier based on the delivery schedule.
 - iv. The Employer shall open letters of credit ("LC") on terms reasonably acceptable to the Supplier for entire contracted production.
 - v. The Delivery of Equipment shall be in accordance with the Delivery Schedule.
 - vi. Detailed Modalities: Terms and conditions of the Letter of Credit shall be finalized mutually between Employer and the Supplier.
 - vii. The LC shall be in force and valid until such date the full and final payment of any amount due and payable by the Employer to the Supplier as per the terms of this Purchase order has been realized by the Supplier in accordance with the terms and conditions of the Purchase order. Upon realization of full and final payment as specified above, the Supplier shall issue a payment satisfaction letter to the Employer and the financial institution issuing the LC confirming receipt of full and final payment from the Employer.
 - viii. The value of L/C will be as per payment schedule. It will be the responsibility of the Supplier to utilize the L/C to the fullest extent. In case L/C has been established by the Employer and not utilized by the Supplier, for reasons of delay attributable to supplier, all reinstatement charges for the L/C for further period necessitated due to non-utilization of L/C will be to the account of the Supplier.
- f. All payments except initial advance shall become due and payable only after submission of following by the bidder:
- (1) Performance Bank Guarantee (PBG) for Delivery of Material
 - (2) Test Certificate/ Third Party Inspection report as applicable and acceptance of the same by the Purchaser.



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g. While making payment Deduction of Income Tax / GST at sources will be made wherever applicable.

h. Due Dates for Payment

Payment, will become due and payable by the Purchaser within a reasonable period which will not exceed one month from the date of receipt of Contractor's bill/invoice/debit note by the Purchaser provided the documents submitted are complete and correct in all respects. If it is not payable, the invoice will be returned to the Contractor stating the reasons for rejection within a month from the date of receipt by the Purchaser.

i. Documents to be furnished for claiming payment:

The following documents shall be sent to CGM/Contracts, Corporate Office, Neyveli for effecting payments.

i. For 10% Advance:

- a) Acceptance of Purchase Order
- b) Submission & acceptance of Bank Guarantee for 100% of the advance drawn.

The following documents shall be sent to GM/PBD, Corporate Office, Neyveli for effecting payments.

ii. For 90% Payment:

- a) Invoices: original + 5 copies.
- b) satisfactory evidence of shipment which shall be original Goods Receipt or Rail Receipt including Material Dispatch Clearance Certificate (MDCC).
- c) Test Certificate/ Third Party Inspection report as applicable

6.0 Goods & Service Tax (GST)

- i. The **Goods & Service Tax (GST)**, if any, shall be paid by NLCIL at actuals to the extent directly relatable to the supply made under this Purchase Order subject to production of relevant documentary evidence and restricting to the ceiling quoted.
- ii. The Contractor has to provide a copy of the **GST Registration Certificate** and also mention their **GST Registration No.** and Date in each of their invoices / bills without fail. No invoice or bill will be paid unless the **GST Registration No.** is mentioned therein.
- iii. While claiming the **GST** payment, the contractor should furnish the requisite details in the invoice **as per statutory requirements**.



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- iv. Where the Delivery period is extended for reasons not directly attributable to the Supplier, variation in GST, if any, shall be reimbursed.
- v. Reimbursement of GST in excess of prevailing rates arising out of statutory variation within Delivery schedule period will be made by the Purchaser against the submission of invoice.
- vi. Any statutory variation on account of GST arising beyond Delivery Schedule shall not be payable.
- vii. Statutory variations due to imposition of new taxes, duties and levies or reduction/ withdrawal of existing taxes, duties and levies by the Central or State Government as may be applicable shall be to Purchaser's account to the extent applicable as direct liability of the Contractor in execution of this Contract with the Purchaser.

7.0 DELIVERY SCHEDULE:

The supply should be made as per the delivery schedule indicated. This period is inclusive of NLCIL/ Third Party Inspection if any, or for obtaining Govt. / Govt. approved Lab. certificates, if any.

8.0 PRICE REDUCTION CLAUSE FOR NON-FULFILMENT OF THE TIME SCHEDULE:

It is to be clearly understood that time is the essence of the purchase order. Therefore, delivery of the goods specified in the purchase order should be made within the time prescribed. Where the supplier supplies the goods beyond the delivery period specified, the Purchaser will have no obligation to accept the goods.

In case of delay in delivery of Solar PV Modules, then, unless such failure is due to Force Majeure or due to PURCHASER'S defaults, total contract price shall be reduced by ½ % (Half percent) of the unsupplied contract price, per week of delay or part thereof, subject to a maximum of 5% (Five percent) of the Total Contract Price, by way of reduction in price for delay and not as penalty.

The Delivery schedule for Delivery of Material(s) as stipulated in the Purchase order shall be adhered to on the clear understanding that the Price(s) of the Material(s)/ Equipment(s)/ Service(s) has/have been fixed with reference to the said Delivery date(s).

If any delay is anticipated by the Supplier in the delivery of the Material(s)/ Equipment(s)/Service(s) or any of them beyond the stipulated time schedule of Delivery, the SUPPLIER shall forthwith inform PURCHASER in writing of such anticipated delay and of the steps being taken by the Supplier to remove or



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reduce the anticipated delay, and shall promptly keep PURCHASER informed of all subsequent developments.

In case of delay in delivery on the part of SUPPLIER, the invoice value shall be reduced proportionately for the delay and payment shall be released accordingly. If SUPPLIER has raised the invoice for full value, then SUPPLIER shall issue Credit Note towards the applicable Price Reduction amount.

In case, the SUPPLIER does not reduce the invoice value proportionately or does not issue Credit Note as mentioned above, the PURCHASER shall release the payment to the Supplier after effecting the Price reduction or may deduct the amount so payable by SUPPLIER from any amount falling due to the SUPPLIER or by recovery against the Contract Performance Guarantee/ Security Deposit.

The Price Reduction shall be calculated on the basis of total Value of Purchase order excluding taxes and duties, where such taxes and duties have been shown separately in the Purchase order.

Both SUPPLIER and PURCHASER agree that this is a genuine pre-estimate of the loss/damage which the PURCHASER would have suffered on account of delay/breach on the part of the SUPPLIER and the said amount will be payable on demand or said amount will be adjusted from the amount payable to the SUPPLIER without there being any proof of the actual loss/damages having been caused by such delay/breach.

The decision of the PURCHASER with respect to applicability of Price Reduction shall be final and binding.

If any financial implication arises on PURCHASER due to issuance of invoice without reduction in price or non- issuance of Credit Note, the same shall be to the account of SUPPLIER.

Without prejudice to PURCHASER'S rights on Price Reduction Clause thereof and to entitlement to amount accrued due to price reduction in terms thereof and in addition thereto, PURCHASER may at any time after the expiry of the stipulated date(s) of Delivery in respect of any Material(s)/ Equipment(s)/ Service(s), at its discretion, terminate in whole or part of the Purchase order in respect of the undelivered Material(s)/Equipment(s)/Service(s) or any of them and either purchase such Material(s)/Equipment(s)/ Service(s) from any other available source at the risks and costs of the SUPPLIER and recover from the SUPPLIER any additional cost incurred by PURCHASER on such purchase, or recover from the SUPPLIER without such purchase the difference between the



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market and purchase order price of such Material(s)/Equipment(s)/Service(s) on the date of termination of Purchase order relative thereto. Provided, this shall not restrict PURCHASER'S claim for damages or compensation, as the case may be, for acts of fraud, deliberate default, negligence or misconduct by the SUPPLIER.

The Purchaser may, without prejudice to any method of recovery, deduct the amount of PRICE REDUCTION from any amount due to the Supplier, under this or under any other Contract /Purchase order awarded by the Purchaser in his /their favour.

9.0 PRICE REDUCTION FOR BELATED DELIVERY:

The consignment shall be delivered within the period stipulated in the order failing which the following clause will apply.

- a. In case of delay in delivery of Material(s) then, unless such failure is due to Force Majeure or due to PURCHASER'S defaults, total contract price shall be reduced by ½ % (Half percent) of the unsupplied contract price of respective lot, per week of delay or part thereof, subject to a maximum of 5% (Five percent) of the Total Contract Price, by way of reduction in price for delay and not as penalty.

and / or

- b. To purchase elsewhere, without notice to the supplier on account and at the risk and cost of the supplier, the consignment not delivered / rejected / not replaced, without canceling the purchase order. Should however, in the opinion the Purchaser, such consignment, exactly conforming with the specification in the Purchase Order are not readily procurable, the Purchaser shall have the right to purchase the same at the risk and cost of the supplier as aforesaid. The opinion of the Purchaser in the matter of such risk purchase shall be final and binding on the supplier in respect of the consignment (s) not yet due for delivery.

and / or

- c. To cancel the contract or a portion thereof and if so desired, to purchase the materials at the risk and cost of supplier.

In the event of action being taken under (b) and/or (c) above, the supplier shall be liable for any loss, which the Purchaser may sustain on that account. But the supplier shall not be entitled to any gain on such purchase made against the default. The manner and method of such purchases shall be at the sole discretion of the Purchaser, whose decision will be final and



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binding on the supplier. It shall not be necessary for the Purchaser to send a notice of such repurchase to the defaulting supplier.

These rights shall be without prejudice to the right of the Purchaser to recover damages for breach of purchase order by the supplier and also the right of the purchaser to debarred / banned for a fixed period from at the discretion of NLCIL from participating in any of the NLCIL's tender.

- d. If the goods are delivered within the stipulated time, but rejected by the Purchaser as not being in conformity with their specification, the supplier shall make replacement of the rejected goods within 30 days of receipt of intimation of such rejection by the purchaser, failing which Price Reduction for the delay in replacement will be levied. If the supplier fails or neglects to replace the goods even after levying Price Reduction, the purchaser is entitled to initiate action as (c) above.

Notwithstanding the above and without prejudice to the right to initiate legal proceedings, the Purchaser shall be entitled to recover the dues, if any, including the advance payment by invoking the Bank Guarantee, if any, furnished by the Supplier, and/or adjusting any payment due by the Supplier against any of the pending bills due to the Supplier with respect to this or any other contract/works awarded.

Wherever Test Certificate is applicable, the date for reckoning Price Reduction as per Clause 6.0 in as much as test certificate is concerned will be as follows;

- a) If the receipt of the test certificate is earlier than the supply date or received along with the supply, the reckoned date shall be Transport Memorandum date i.e., the date of receipt of materials at NLCIL Stores.
- b) If the receipt of the test certificate is later than the supply date, the date of receipt of test certificate at NLCIL shall be the reckoning date for calculating Price Reduction.

10.0 EXTENSION OF TIME:

- a. As soon as it is apparent that the scheduled dates in the Purchase order cannot be adhered to, the supplier shall send an application for extension of time to the Purchaser, before the stipulated date. Should, however, deliveries be made after expiry of purchase order delivery period without prior concurrence of the Purchaser and be accepted by the Purchaser, such deliveries will not deprive the Purchaser of his right to apply price reduction clause.



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However any supply may be accepted beyond the delivery schedule strictly based on delivery extension obtained from the Purchaser, otherwise NLCIL reserve the right to reject the material and cancel the purchase order at the risk and cost of the Supplier.

- b. Without prejudice to the foregoing rights, if such failure to deliver in time as aforesaid is due to any cause beyond the control of the supplier, such as acts of god, any acts of government, strikes, lockout or other concerted action of workmen, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, earth-quake and epidemic etc., except power cut as mentioned in the force majeure below, the Purchaser may admit as a reasonable ground for an extension of time (and his decision shall be final) and he may allow such additional time as considered to / justified / by the circumstances of the case, subject to the terms, if any, to be incorporated in a supplementary agreement for the purpose. If and when the Purchaser grants additional time, the Purchase order shall be read and understood, that the terms and conditions contained in the Original Purchase Order, shall remain unaltered.

But no increase in prices, duties, taxes etc. occurring beyond the original date of delivery, specified in the purchase order will, however, be accepted.

Provided always, that any failure or delay on the part of sub contractors, though their employment may have been sanctioned, shall not be admitted as a reasonable ground for any extension of time or for exempting the supplier from liability for any such loss or damage as above said, and provided further that no extension on any ground shall be allowed, unless application for the same, in the opinion of the Purchaser, is justified. But such opinion shall be final and binding on the supplier.

- c. In the absence of grant of any extension of time in writing by the Purchaser, it should be deemed that the request for extension has been refused. Any acceptance of performance of the purchase order or part thereof at any time, other than that agreed one, shall be deemed to have been made, with notice of intention to claim compensation for any loss occurred by the non-performance of the purchase order, within the time agreed and shall not tantamount to waiver.



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11.0 WARRANTY PERIOD:

The warranty period of the Modules supplied shall be One year from the date of receipt of last supply.

12.0 Performance Bank Guarantee (PBG) for Delivery of Material:

12.1 The successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee (PBG) for Delivery of Material as per Format (**Revised Annexure-H**) 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 **three percent (3%)** of the Order Value of the purchase and it shall guarantee the faithful performance of the 'Purchase Order' in accordance with the terms and conditions specified in these documents and specifications. The Bank Guarantee shall be valid till receipt of all supplies at Site plus three months Claim period.

12.2 If the guarantee is not received within the due date or if the same is not in the format prescribed by the Purchaser, the Purchaser shall have the option to cancel the order at the risk and cost of the supplier and / or to reject the Bank Guarantee.

12.3 Bank Guarantees through SFMS Platform:

All the Bank Guarantees shall be irrevocable. The Bank Guarantees shall be from any Nationalized Bank or a Scheduled bank in India (other than Bank of China) authorized by Reserve Bank of India to issue such Bank Guarantee. All bank guarantees are to be furnished directly by the banker to NLCIL by RPAD/ speed Post / courier to the following address;

The Chief General Manager/Contracts, Corporate Office,
NLC India Ltd., Block-1.
Neyveli-607 803.

The Bank guarantee issued by the Issuing Bank on behalf of Bidder/Contractor/Supplier in favour of NLC India Ltd shall be in physical form and verifiable by SFMS mode. Any Bank Guarantee submitted in physical form which cannot be verifiable through SFMS will be rejected summarily. The details of beneficiary for issue of BG under SFMS platform is furnished below.



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Name of Beneficiary & its details		Beneficiary Bank, Branch & Address	IFSC code	SWIFT Code
Name	Unit/Area/Division			
NLC India Limited	Corporate Contracts Division	State Bank of India, Block-2, Neyveli 607801.	SBIN0000958	SBININBB457

The above particulars are to be incorporated by the issuing bank properly while issuing BG under SFMS mode.

The Bank Guarantee shall be furnished as per respective format prescribed by the NLCIL and shall be submitted on Non-judicial stamp paper (presently of value Rs.80/-) obtained in the name of the Bank.

All the Bank Guarantees shall be payable on first demand, without demur, irrespective of any dispute between the Bank and the Supplier, to the NLCIL without any condition or dispute what so ever, subject to fulfillment of the conditions of the Bank Guarantee by NLCIL, the Supplier waives any and all rights to seek injunctive or such like relief restraining NLCIL from invoking the Bank Guarantee or the Bank from making payment in terms of the Bank Guarantee.

The Supplier shall arrange to keep the bank guarantee referred to herein valid for the requisite duration by making timely request to the Bank concerned. All the extension of Bank Guarantee also shall be on non-judicial stamp paper (presently of value Rs.80/-) obtained in the Name of Bank. All charges connected with the bank guarantee shall be to the account of the Supplier.

No interest shall be payable by NLCIL on the Bank Guarantee or on any part of Bank Guarantee encashed. NLCIL shall have the right to encash the Bank Guarantee for non-compliance of any or all the terms and conditions of the Purchase Order. Failure, delay or omission to invoke or encash a Bank Guarantee, shall not disentitle or disable NLCIL from exercising the right to invoke the BG, subsequently for the same, or similar or their triggering event.

13.0 Repeat Order:

Purchaser reserves the right to ask the Bidder to supply up to 30 % additional Solar PV Modules on same terms and conditions as applicable for the Main Contract/Purchase Order”



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14.0 Discrepancies, Error and Omission

- 14.1 The Contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings, documents or other particulars supplied by him, whether such drawings or particulars have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor by the Purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan, shall be taken as correct.
- 14.2 The Contractor shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information referred to in para 14.1 within the time schedule and without extra cost to the Purchaser.
- 14.3 The Contractor shall also be responsible for any delay and/or extra cost if any, in carrying out engineering and site works by other agencies arising out of discrepancies, errors and omissions stated in para 14.1 as well as of any late revision/s of drawings and information submitted by the Contractor.

15.0 INSURANCE

The supplier shall arrange to secure and maintain Transit Insurance as may be necessary and any loss or damage to the items during handling and transporting till such time the items are delivered at site, shall be to the account of the supplier. The supplier shall be responsible for preferring of all claims as applicable and make good at the supplier 's own cost for the damage or loss by way of replacement of the items damaged or lost. The supplier shall make all arrangements for replacement of lost or damaged items immediately after the lost or damaged items immediately after the loss or damage comes to the supplier's notice without waiting for the settlement of insurance claim. The transfer of title shall not in any way relieve the supplier of the above responsibilities during the period of 'purchase order'.

16.0 FORCE MAJEURE:

The following shall constitute Force Majeure:

- a. Acts of God, any acts of Government and other causes as strikes, lockout or other concerted action of workmen, war, hijack, sea piracy, sabotage, riots, civil commotion, police action, revolution, flood, fire, earthquake and epidemic. However, power cut shall not constitute Force Majeure conditions.



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- b. If the bidder suffers delay in the due execution of the contractual obligations due to delays caused by Force Majeure as defined above, the agreed time of completion of the work covered by this contract or the obligations of the bidder shall be extended by such period of force-majeure, provided that on the occurrence of any such contingency, the bidder reports to the purchaser in writing within the agreed delivery period the cause of delay with requisite documentary evidence.
- c. The Bidder or the Purchaser shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined/above. The decision of the purchaser whether there is a Force Majeure condition or not and whether extension of time shall be granted or not shall be final.

17.0 TEST CERTIFICATE:

The supplier should furnish Test Certificates (One original Hard copy + Soft copy), if applicable along with original documents to GM/PBD, Corporate Office NLCIL. Otherwise the supplier's bill remain unpaid and the consequent demurrage/losses etc., will be to the supplier's account.

18.0 INSPECTION OF MATERIALS:

Inspection of Material at Ex-Works before dispatch.

The Purchaser or the Third Party Inspection agency appointed on behalf of the Purchaser, reserves the right of inspection of materials at the supplier's works during the course of manufacture and before despatch of the materials. Such inspection of materials at the supplier's works at the discretion of the Purchaser/ Third Party Inspection is without prejudice to their right of inspection, after receipt of materials at Purchaser's site.

If the materials are rejected by the third party Agency, then the manufacturer or the supplier shall reproduce the corrected or new material again for third party inspection for which the inspection charges shall be recovered by NLCIL from the manufacturer or the supplier from their bills or etc. No further inspections shall be done on the same if they are rejected again, and the P.O. will be cancelled at the risk & cost of the supplier. In case of orders placed on weight basis, NLCIL's weightment is final.

Further the supplier shall supply the material till project site without any damages. In case of any damage to the supplied modules, the same shall be replaced by the



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supplier at free of cost. After completion of delivery, supplier's representative shall visit the site for final inspection of material at site.

19.0 REMOVAL OF REJECTED MATERIALS:

Any Plant and / or materials which was rejected during inspection at the Purchaser's Site shall be removed by the supplier within 14 days of receipt of intimation of rejection. Such rejected plant and/or materials shall lie at the Supplier's risk from the time of such rejection. It shall be the duty of the supplier to remove them accordingly at their cost.

If the rejected Plant and/or Materials are not removed within the above stipulated period, the supplier will be given an opportunity to take back the rejected materials within 60 days from the date of Rejection. If the supplier fails to take back the rejected materials even after 60 days from the date of rejection, the Rejected materials will stand forfeited and the supplier shall not have any right to claim.

The Purchaser shall be at liberty to dispose off the same through Auction as Scrap after 60 days from the date of rejection without any further notice to the Supplier and appropriate the sale proceeds against any loss or damages sustained by the Purchaser on account of the breach committed by the Supplier.

Notwithstanding the above and without prejudice to the right to initiate Legal proceedings, the Purchaser shall be entitled to recover the dues, if any, including the advance payment by invoking the Bank Guarantee, if any, furnished by the Supplier, and / or adjusting any payment due by the Supplier against any of the pending bills due to the supplier with respect to this or any other Contract/Works awarded by NLCIL.

Documents to be submitted for taking back the Rejected items:

- i. An Authorization Letter from the Supplier which should contain the Specimen Signature of the person duly attested by the Authorized Signatory with Seal and the letter must specifically mention the proof of identity with ID Number. (Aadhaar Card (or) Driving License (or) Voter ID (or) any other Govt. approved ID Card).
- ii. The supplier shall also furnish an under taking that they have taken back the rejected materials and that they do not have any further claim against NLCIL under the rejection Letter. The undertaking shall be in the prescribed format.
- iii. The supplier/ their Authorised Person shall furnish the following documents to the Store in charge while taking delivery of the Rejected Materials.
 - a. Authorization Letter.
 - b. Copy of Rejection Letter.



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- c. Copy of GeM CRAC and GeM Contract (in case of GeM Order).
- d. ID copy of Authorised Person. The undertaking will be as per the following format:

Undertaking

This is to certify that I am Mr.....the Authorized Representative of the firm M/s..... have taken all the rejected materials against IRR/GRN No.....dt.....Further, on behalf of the firm, I also hereby confirm that our firm M/s. hereinafter will not make any further claim against NLCIL under the above rejected IRR/GRN.

Signature of Authorized Representative.

Company:

Place:

Date :

20.0 Jurisdiction & Resolution of Disputes:

20.1 Jurisdiction:

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

20.2 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.

In the event of any dispute, Clause No.10 & 11 under Sec.8 of Integrity Pact may also be referred.

20.3 Informal Dispute Resolution

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 is received by the PURCHASER.



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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 has sought conciliation / arbitration (as applicable) of the dispute as hereinafter provided.

20.4 Conciliation (for other Contractors and not for PSUs):

- 20.4.1 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.
- 20.4.2 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. 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.
- 20.4.3 There shall be three Conciliators, who will be appointed as per Section-5 of the 'NLC Conciliation Rules', which is available in NLCIL's Web site.
- 20.4.4 The Work Order 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.
- 20.4.5 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, 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 otherwise provided for in any of these conditions).
- 20.4.6 Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to.



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- 20.4.7 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.
- 20.4.8 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.

20.5 Arbitration:

20.5.1 Between NLCIL & another Central PSE

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial purchases and contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 Dated 14th December 2022 and the decision of AMRCD on the said dispute will be binding on both the parties. The inter-se disputes of various Ministries/Departments/CPSEs etc., other than those related to taxation, are to be resolved through the existing AMRCD/AMRD Mechanism.”

20.5.2 For other Contractors

Arbitration shall be applicable only for the dispute(s) involving claims from Rs.25 Lakhs to Rs.20 Crores.

For the dispute(s) involving claims below Rs.25 Lakhs and above Rs.20 Crores:

The parties mutually agree that dispute(s)/issues(s) involving claims below Rs.25 Lakhs and above Rs.20 Crores shall not be subject matter of Arbitration.

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.

The above provisions shall supersede provisions relating to the Arbitration, governing Law & Jurisdiction mentioned elsewhere in the tender documents.

- a) 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



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- party. Failure to invoke the arbitration within the time schedule shall debar the party from seeking reference to arbitration.
- b) 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"). 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.
- c) There shall be three 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 10.32 (ii) (a), appoint an arbitrator as also call upon the other Party to appoint an arbitrator within 30 days. The two arbitrators so appointed shall, within 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.
- d) 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.
- e) 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).
- f) 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.

21.0 RECOVERY OF OUTSTANDING DUES:

It shall be lawful for the purchaser to recover/adjust any amount due and payable by the Supplier to NLCIL, from and out of any sum due to the Supplier under this or any other orders placed on them.



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22.0 Responsibility for Performance of Contract

The Supplier shall be responsible for the due and faithful performance of the Contract in all respects according to the drawings, specifications and all other documents referred to in this tender.

23.0 Special Conditions under GST as agreed and submitted along with the offer:

1. Tax Indemnity clause: NLC India Limited has the right to recover tax loss along with consequential interest and penalty suffered by NLCIL due to any non-compliance of tax laws by the supplier. Any GST liability arising on the supplier on account of loss of GST credits for reasons such as failure of the supplier to provide the details for raising invoice with necessary particulars, delay in payment of consideration beyond stipulated time period and the interest thereon would be on the suppliers themselves and NLC India Limited shall not be liable to compensate the same.
2. The supplier should certify that the Taxes which have been collected / withheld on behalf of NLC India Limited have been duly paid / will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made thereunder. It may please be noted that if NLC India Limited is not able to avail any tax credit due to any short coming on the part of the supplier (which otherwise should have been available to NLC India Limited in the normal course), then the supplier at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the supplier will make good the loss suffered by NLC India Limited due to the tax credit it lost in that transaction.
3. Under the GST Law, any economic or tax benefit arising out of the implementation of GST is mandatory and required to be passed on to NLCIL by the supplier. Similarly, the benefits enjoyed by the supplier and other players in the supply chain are also required to be passed on to the supplier by them, which in turn shall be passed on to NLCIL by way of price reductions. The suppliers shall indemnify NLCIL against any direct or indirect loss arising out of not passing on the afore said benefits.
4. As responsible suppliers of NLCIL, the responsibility to pass on the above benefits vests with the supplier and NLCIL reserve the right to seek the manner in which such benefits is passed on to NLCIL.
5. Any amount paid to the suppliers including the sub-contractors shall be first attributable to the tax (GST) charged in the invoice and the balance shall be



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considered towards the “value” of supply of goods / services.

6. Timely provision of invoices / Debit Note / Credit Note: The supplier has to timely provide invoice / Debit Note / Credit Note to enable NLCIL to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, Debit Notes) shall be made before September of the succeeding Financial Year.
7. HSN for goods shall be specifically included to avoid disagreement on classification at a later stage.
8. Place of supply: NLCIL shall identify the Place of supply to enable to avail the GST credit at right location.
9. Advance payment if any made before invoices are raised, would attract GST. In case of receipt of advance, the supplier undertakes to raise the necessary statutory document. Further the supplier declares to raise the prescribed documentation governing the movement of goods.
10. Pricing / Discounts: Any known discount shall form part of terms of the agreement to enable Supplier / NLCIL to claim tax adjustment.
11. THREE copies of the invoices are mandatory and need to be provided by the suppliers and wherever the law requires, an Electronic Reference Number for each invoice should be provided. Further, the invoices for supplies shall clearly bear the GSTIN No. / UID No. along with purchase order number and date accompanied by advise of despatch and date of packing list.
12. Wherever applicable, NLCIL has the right to deduct “Tax deducted at source” at the rate prescribed under the GST law and remit the same to the government.
13. Any local levies and or other charges levied by any Central / State / Local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.
14. The supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any mis-declaration.
15. Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Supplier's account.



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16. Where the supply of goods / services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that “the liability of payment of GST is on the Recipient of Service”.
17. The invoice should be clearly specified with any abatement, if any claimed or otherwise from the Taxable Value, while calculating the GST.
18. The Purchase Order shall be void, if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system and further no payment shall be entertained.

24.0 LIMITATION OF LIABILITY:

Except in case of Criminal Negligence or Willful Misconduct,

- 1) The **Vendor/Supplier** shall not be liable to the purchaser, whether under this Purchase Order, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the **Vendor/Supplier** to pay price reduction for delay in delivery and compensation for shortfall in Generation to the Purchaser.
and
- 2) The aggregate liability of the **Vendor/Supplier** to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Purchase Order value, provided that this limitation shall not apply to any obligation of the **Vendor/Supplier** to indemnify the Purchaser with respect to Patent infringement.

25.0 SUPPRESSION OF MATERIAL INFORMATION

- a. The Bidder shall declare that their Company is not banned/debarred/blacklisted by other Central Public Sector Enterprises (CPSEs)/Government Entities as on the original scheduled date of tender opening. In case while processing the tender or during post award of tender, any such banned/debarred/blacklisted instances by other Central Public Sector Enterprises (CPSEs)/Government entities, is known to NLCIL, then the bidder will be disqualified for that particular tender, if the tender is under process. If already awarded, then the Purchase Order/Contract will be terminated.
- b. In the above circumstances, bidder shall not have any claim on NLCIL towards such disqualification or termination of Contract/Purchase Order.



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26.0 SUSPENSION/BANNING FOR 1 YEAR/ BANNING FOR 2 YEARS

26.1 SUSPENSION:

If the Performance of any 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 or his Collaborator(s) / Associate/Agent, will lead to suspension of Contractor.

Suspension shall be for a period of 6 (Six) Months.

26.2 BANNING FOR 1 (ONE) YEAR.

Supplying defective/poor quality materials or Performing substandard works and failure to rectify / replace the same even after reasonable extension given to the Contractor will lead to Banning for one (1) year.

26.3 BANNING FOR 2 (TWO) YEARS.

If the bidder withdraws/modifies/impairs/derogates his offer on his own after tenders are opened or fails to accept the Purchase Order, 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 period.

27.0 Amendment

27.1 Any amendment to the terms of this Purchase Order (including Schedules & Annexures) shall be made in writing by both parties hereto and shall specifically state that it is an amendment to this Purchase Order.

27.2 No amendment as per above Clause shall have any effect until the Purchaser has received such consent in writing.

28.0 Completeness of the Contract

The Contractor shall expressly undertake full responsibility for the quality and timely deliveries of the deliverables.



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**SECTION -7
TECHNICAL SPECIFICATION**



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1.0 BRIEF DETAILS

This Technical Specification is for Supply of Solar PV Modules for 600MW Grid interactive Solar Power Project in GSECL's Solar Park at Khavda (GSECL's Stage-2), Gujarat developed by NLC India Limited (NLCIL). Balance of System (BoS) Package of this Solar Power Project will be awarded to a separate BoS Contractor.

Details of the Supply of Solar PV Modules package are as below.

DETAILS OF THE PACKAGE	
Package Name	Supply of Solar PV Modules for 600 MW Solar Project in GSECL's Solar Park at Khavda (GSECL's Stage-2), Gujarat.
Brief Scope of Work	Manufacturing, Supply, Packing and Forwarding, Transportation including Transit insurance of Crystalline Solar PV Modules.
Module Category	ALMM Listed Manufacturers.
System Voltage Level	1500 V

The total required Capacity of the Solar PV Modules is as given below in the table:

Description	DC Capacity (MW _p)	Type of Modules
Required Solar PV Module Capacity	393.9	Bi-facial

2.0 INTRODUCTION

- 2.1. The scope of the Supply covers Manufacturing, Supply, Packing and Forwarding, Transportation up to GSECL's Solar Park at Khavda, Gujarat including Transit insurance of crystalline Solar PV Modules with nominal wattage and dimensions as mentioned in scope of supply for 1500V System Voltage.
- 2.2. The work to be carried out as per the above scope shall be all in accordance with the requirements, conditions, appendices etc. given in Technical Specifications together with those stated in other Sections/Sub-sections of Bidding documents which shall be considered as a part of this volume completely as if bound herewith. It is not the intent to specify herein all aspects of design and construction nevertheless, the equipment shall conform in all aspects to high standard of engineering, design and workmanship.
- 2.3. Bidders are requested to carefully examine and understand the specifications and seek clarifications, if required, to ensure that they have understood the specifications. Such clarifications should be sought within the time period as stipulated in Tender Document. Bidder's offer should not carry any sections like clarifications, interpretations and/or



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- assumptions. However, if the Bidder feels that, in his opinion, certain features brought out in his offer are superior to what has been specified, these may be highlighted separately.
- 2.4.** Failure of any equipment to meet the specified requirements of tests carried out at works or at site shall be sufficient cause for rejection of the equipment. Bidder shall be responsible for removing all deficiencies and supplying the equipment that meet the requirement.
- 2.5.** Before submitting his documents for Bidding, the Bidder should satisfy himself the quantities and nature of work, materials necessary for completion of the work and their availability, and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his offer. No consequent extra claims on any misunderstanding or otherwise shall be allowed by NLCIL.
- 2.6.** The intent of this specification is to include all the Technical requirements of Solar PV Modules of Request for Selection (RfS) of Solar Power Developers for Setting up of 800MW Grid connected Solar Power Project in Solar Park at Khavda (GSECL's Stage-2), Doc. No. RfS No. GUVNL / 800 MW / Khavda / Solar (Phase-XX) Dated: 20/05/2023 as per the scope of this contract.
- 2.7.** The above RfS Document referred in this specification is only for better understanding. However, in case any difference between the terms & conditions stipulated in this specification and said Rfs document, then the conditions of this specifications will prevail.

3.0 SCOPE OF SUPPLY

The detailed Scope of work in accordance with this specification is elaborated below. The scope of the bidder shall be deemed to include all such items which although are not specifically mentioned in the Bidding documents and/or in bidder's proposal but are needed to make the system complete in all respects for its safe, reliable, efficient and trouble-free operation and the same shall be furnished unless otherwise specifically excluded as per Section Exclusions.

3.1 DETAILED SCOPE OF SUPPLY

Crystalline Solar PV Modules for 1500V system voltage and shall be included in the ALMM list.

Description	DC Capacity (MW _p)	Type of Module
Required Solar PV Module Capacity	393.9	Bi-facial

NLCIL reserves the right to ask the Bidder to supply up to 30% additional Solar PV Modules on same price and terms & conditions as applicable for the main contract/purchase order till the completion of Supply of last lot or the completion of scheduled delivery period whichever is later.



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For additional modules if required, a separate order/amendment will be issued with mutually agreed delivery period.

If the number of Modules works out to be with fraction for the Contracted Capacity or for any Capacity with respect to the Nominal Watt Peak Rating of the Modules, the same shall be rounded off to the next whole number and the Quantity of modules shall be supplied accordingly.

Example:

Contracted Capacity = 393.9 MW_p

Nominal Rating of the Modules to be Supplied = 540W_p

Then, the Number of Modules to be supplied = $(393900000/540) = 7,29,445$ (rounded off to next whole number).

Example 2:

Contracted Capacity = 393.9 MW_p

Nominal Ratings of the Modules to be Supplied = 540 W_p for 200 MW_p & 550 W_p for 193.9 MW_p

Then, the Number of 540W_p Modules to be supplied = $(200000000/540) = 3,70,371$ (rounded off to next whole number).

The Number of 550W_p Modules to be supplied = $(193900000/550) = 3,52,546$ (rounded off to next whole number).

3.2. REQUIREMENT FROM BIDDER

Module manufacturers shall provide the methodology for Installation & Commissioning of the Solar PV Modules. NLCIL shall ensure that Modules shall be installed as per the furnished methodology. If required, module manufacturer would have to associate with the NLCIL's BoS Contractor.

The Bidder shall submit the requirement of holes in mounting structures. As these mounting structures shall be provided by NLCIL and information pertaining to mounting holes in PV Modules needs to be communicated to NLCIL's Balance of System (BoS) contractor. These details along with any other necessary input affecting MMS design and required for successful installation shall be intimated by the Bidder in Attachment-2 of the Technical Specification.

Module Manufacture or the Supplier as the case may be shall be responsible for loading the modules on suitable carriage. The details of transporters/type of carriage for safe transportation of modules without breakage shall be explicitly communicated to NLCIL and BOS Contractor of the Project.

Module manufacturer must provide a suitable checklist for safe unloading of modules at site.



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3.3. PROJECT COMMISSIONING

Solar Power Plant commissioning shall be carried out by NLCIL after completion of works and receiving all clearances by relevant statutory bodies.

3.4. INSURANCE

The Bidder's insurance liabilities pertaining to the scope of works are detailed out elsewhere in Bidding Document.

4.0 EXCLUSIONS FROM THE SCOPE OF WORK

- 1) Unloading of Module at site & Storage
- 2) Installation of Solar PV Modules
- 3) Cabling & Interconnection

5.0 MODULE WATTAGE DISTRIBUTION & DEFECTIVE MODULE

5.1. MODULE WATTAGE DISTRIBUTION

The bidder can provide Module of any Technology (as allowed in technical specification) and wattage rounding off to 5W_p for each type without any negative tolerance.

The Bidder must necessarily meet the PV Module Wattage distribution as committed in the Financial bid. The Bidder is not permitted to offer lower wattage modules and no shortfall in the final weighted average W_p of the PV modules is allowed.

Bidder can supply higher power Rating/ Wattage modules of the same physical dimensions and same fixing holes dimensions & arrangement during final supply in case the need arises, subject to prior information and approval from NLCIL. These higher power rating modules shall be supplied without any extra cost to NLCIL. However, the committed number of PV modules as per original Wattage distribution needs to be adhered to as the BOS package would be in advanced stage of erecting the MMS as per the original wattage distribution stated by PV Module Bidder.

5.2. DEFECTIVE MODULE

Defective Module is one with either I_{sc} (Short Circuit Current) or V_{oc} (Open Circuit Voltage) or their combination thereof less than 10% of average of 7-10 healthy modules of identical nominal rating.

Conditions for Defective Module:

- i. The determination of Defective Modules shall be carried out for initial troubleshooting and preliminary assessment at site. In such a scenario, the Defective Modules shall be replaced with the healthy ones from Mandatory Spares by the O&M Contractor to reduce the downtime of the Solar PV Plant.
- ii. The selection of healthy modules shall be done jointly by Engineer In charge (in consultation with the Module Manufacturer and as per the Approved Technical



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Documents, if any) and Erection/O&M Contractor.

- iii. Module shall also be declared as defective, if its output power is derated more than it's deemed Wp capacity taking consideration of yearly degradation. However, the responsibility for measuring the PV module performance output through the use of reputed make PV Analyzer etc., shall lie with Erection/O&M Contractor.
- iv. Once these PV Modules are categorized as Defective PV Modules at site, the responsibility and cost of further action to either transport to Third-party laboratory for final assessment or replace the PV Modules shall lie with the Module manufacturer. The determined course of action shall be jointly finalized by Module manufacturer and NLCIL with reasonable time period for settlement of the defective PV modules issue.
- v. Bidder will replace/ rectify the defective PV Modules within a reasonable time period. In case of non-availability of same Rating/ Wattage as of the defective PV Modules, Bidder can supply higher power Rating/ Wattage modules of the same physical dimensions for replacement.
- vi. The period of replacement of defective modules (as per Clause 5.2. above) shall be decided by Engineer-in-charge based on the number of failed modules and availability of Mandatory Spares at site.

6.0 MODULE PERFORMANCE INSURANCE: To ensure faithful performance of PV modules, Bidder must submit an insurance with a coverage of minimum 6 % of total order value of the supplies envisaged under the contract for 25 years, with NLCIL as its beneficiary. Any financial implication encountered due to insurance shall be borne by the bidder. The Bidder's insurance liabilities pertaining to the scope of Supply are detailed out in elsewhere in Bidding Document.

The module should be insured as per the following clauses which are to be complied:

- i. In the case of domestic manufacturers, insurance shall be taken from the list of insurers as per Annexure of the Circular of MNRE, issued vide OM Dated 07.01.2020 with regard to Insurance Products for Solar Power Plants.
- ii. In case of insolvency of the contractor (Manufacturer/Supplier), NLCIL under the terms of the insurance policy against Module Performance and Warranty shall be entitled to raise a claim against the Module Warranty Insurance Policy and in order to benefit from the coverage provided by the aforementioned policy. The Contractor shall be responsible for maintaining the coverage provided under the Module Warranty Insurance Policy at all times, at its cost and expense.
- iii. Further, the Contractor to note that NLCIL requires the following to be complied while covering the Warranty/Guarantee/Performance of the supplied goods under the insurance:
 - a) Single Insurance Policy for Product Warranty/Guarantee and performance before



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dispatch of the first lot of PV Modules.

- b) The Insurance Policy shall be valid for a minimum period of twenty-five (25) years from the date of receipt of last batch/lot of equipment at site.
- c) The premium charges, recurring charges, any other expenditure under the Insurance Policy shall be covered by the Contractor.
- d) The insurer must continue to compensate end users for warranty claims for the product quality and/or performance even if contractor ceases to exist as an independent operating company.
- e) The insurance shall be non-cancellable by the insurer and shall provide third party bankruptcy rights.
- f) Coverage under the insurance policy shall be immediate, without any waiting period.

7.0 SOLAR PV MODULE CATEGORY

Solar PV Module Manufacturers shall be included in the ALMM under “Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of compulsory regulation) Order, 2019 - Implementation - Reg” and its subsequent amendments and clarifications issued from time to time issued by MNRE till the end of supply.

Further, the Supplied Solar PV Modules shall be in the ALMM List and they shall have validity for a period of additional six (6) months from the date of completion of supply of last lot or the completion of scheduled delivery period whichever is later.

8.0 TECHNICAL SPECIFICATIONS OF SOLAR PV MODULE

8.1. GENERAL

The Solar PV module comprises of PV cell(s) connected in any combination to achieve the required module power output. PV cells directly produces DC power on receipt of solar irradiation. The PV modules must be suitable for 1500V system.

The PV cells in a crystalline silicon module shall be protected by encapsulation between front glass and back sheet/back glass as applicable. The glass shall be made of high transmissivity and front surface shall give high encapsulation gain.

The Technical details of Solar PV Modules shall be as given below:

Sl. No.	Description	Details
1.	Type of SPV Module	Mono Crystalline/Topcon Silicon - Bifacial
2.	Peak Power rating of Module	Minimum 540 Wp
3.	PV Module Dimensions	2272 (±20) mm x 1133 (±3) mm
4.	PV Module Mounting Hole –Longer edge	400 ± 1mm 960 to 1200 ± 1mm 1400 ± 1mm



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5.	PV Module Mounting Hole –Shorter edge	As per Manufacturer's Design.
6.	Module Efficiency	Minimum 20% at Standard Test Conditions (STC)
7.	Fill Factor	0.75 (Minimum)
8.	Bifaciality	70±5% (Minimum)
9.	Module back	Glass or Transparent Back sheet
10.	Design Mechanical load	Minimum 1600Pa Downward and Upward when fixed at 400mm Hole Distance

8.2. CODES AND STANDARDS

The PV Modules must qualify to the latest edition of applicable codes and standards as mentioned below.

Standard	Description
IS 14286 (Part 1)/ IEC 61215 – (Part 1)	Terrestrial Photovoltaic (PV) Modules – Design qualification and type approval Part 1 – Test Requirements
IS 14286 (Part 1/Sec 1) / IEC 61215 - Part 1/Sec 1)	Terrestrial Photovoltaic (PV) Modules – Design qualification and type approval Part 1 – Test Requirements Section 1- Special requirements for testing of crystalline silicon photovoltaic (PV) modules
IS 14286 (Part 2)/ IEC 61215 -2	Terrestrial Photovoltaic (PV) Modules – Design qualification and type approval Part 2 – Test Procedures
IS/IEC 61730 – 1	Photovoltaic (PV) module safety qualification – Part 1: Requirements for construction
IS/IEC 61730 – 2	Photovoltaic (PV) module safety qualification – Part 2: Requirements for Testing
IEC 61701 – Ed. 2.0	Salt mist corrosion testing of photovoltaic (PV) modules
IEC 62804 – 1	Photovoltaic (PV) modules – Test methods for the detection of potential-induced degradation – Part 1: Crystalline silicon

8.3. TECHNICAL REQUIREMENTS

8.3.1. The temperature co-efficient of Power for the Module should be better than -0.37% per deg C. Each and every Solar PV Module shall conform to standards mentioned in Clause 8.2 above and no negative power tolerance shall be accepted. Additionally, the Module wattage band/bin offered shall not be less than 5Wp.



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- 8.3.2.** Module shall be made up of mono crystalline silicon cells. The module should be PID resistant. The glass used to make the crystalline silicon modules shall be toughened low iron glass with minimum thickness of 3.2 mm (2.5mm for glass-to-glass frameless & 2.0mm for glass-to-glass framed module). The glass used shall have transmittance of above 90% and with bending less than 0.3% to meet the specifications.
- The module shall not be subjected to any point load during transportation, handling and erection and complete care has to be taken to avoid any undue loading on either side of the module.
- 8.3.3.** The interconnected cells shall be laminated in vacuum to withstand adverse environmental conditions. The EVA used for the modules should be of UV resistant in nature with gel content of more than 75%. The back sheet used in the crystalline silicon-based modules shall be of 3 layered structure. For bifacial modules, if back sheet is offered the same shall be transparent. The thickness of back sheet should be of minimum 300 microns with water vapour transmission rate less than 2.0g/m²/day (38°C at 90% RH). The Back sheet can be fluoropolymer based or of any other well proven technology details of which shall be submitted and reviewed during detailed engineering and shall be subject to Employer's approval. The backsheet shall have globally benchmarked durability properties on Moisture barrier, Tensile Strength (Machine Direction & Transverse Direction), Elongation retention and UV stability and shall be able to withstand system voltage. In case of glass-to-glass frameless module, the back glass shall have a minimum thickness of 2.5mm and for glass-to-glass framed modules, the back glass minimum thickness shall be 2.0mm.
- 8.3.4.** The module frame shall be made of corrosion resistant materials, preferably having aluminum anodized finish. The anodizing thickness shall be 15 microns or better. In case the offered module is frameless, suitable retaining clips/clamps used for installing the modules shall not damage the glass surface in contact with the retaining clamp.
- 8.3.5.** Module(s) shall be provided with minimum three (03) bypass diodes.
- 8.3.6.** Junction box(es) of the module should be of high-quality IP 68 rated fitted at the back side which should be weatherproof and designed to be used with standard wiring or conduit connection. Each Junction Box shall contain Bypass Diode.
- 8.3.7.** Solar PV module shall perform satisfactorily with ambient temperatures between -10°C & +60°C.
- 8.3.8.** Solar PV modules used in Solar Power Plants/ Systems must be warranted for the product Workmanship for a period of minimum 12 years. Further, they shall also be warranted for their output peak watt capacity, which should not be less than 90% at the end of 12 years and 80% at the end of 30 years from the receipt of last batch/lot of PV modules at site.
- 8.3.9.** The Bidder shall provide the sample solar PV module electrical characteristics including current-voltage (I-V) performance curves and temperature coefficients of power, voltage and current.



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8.3.10. Each PV module deployed must use a Radio Frequency identification (RFID) tag for traceability. RFID shall be inside the lamination of PV module and must be able to withstand harsh environmental conditions during the module lifetime. One number RFID reader has to be supplied by the Bidder which has to be compatible to read the data from the RFID Tag & download the data to Computer. All associated Software & Cables are to be provided along with the RFID reader. The following information must be mentioned in the RFID used on each module.

- a) Name of the manufacturer – PV Module & Solar Cell
- b) Month & year of the manufacture of the PV Module & cell
- c) Country of origin of Module and Cell
- d) I-V curve for the module
- e) Wattage, I_m , V_m and FF for the module
- f) Unique Serial No. and Model No. of the module
- g) Date and year of obtaining IEC PV module qualification certificate
- h) Name of the test lab issuing IEC certificate
- i) Other relevant information on traceability of solar cells and modules as per ISO 9001

8.3.11. Each module should have two 1200 mm each stranded UV resistant cables and terminated with DC plug-in connector directly. The positive (+) terminal has a male connector while the negative (-) terminal has a female connector. Any different design offered shall be reviewed during detailed engineering.

8.3.12. The Bidder has to submit, along with the data sheet of the module, a detailed Bill of Material (BoM) elaborating on the properties, such as, thickness, material composition etc. of the major components of the module which shall be the same as per the type tested and approved Constructional Data Form (CDF).

8.4. NAME PLATE

All individual modules shall be provided with Name Plate label at the back of module which shall provide the information given below for identification. They shall be clearly visible and shall not be hidden by equipment wiring. Type of labels and fixing of labels shall be such that they are not likely to peel off/ fall off during the life of the panel.

- i. Manufacturer's Name
- ii. Model Number, Serial Number
- iii. Overall Dimensions (W x L x D)
- iv. Weight (kg)
- v. Maximum Power (P_{max}), Voltage (V_{mp}), Current (I_{mp})
- vi. Short Circuit Current (I_{sc}), Open Circuit Voltage (V_{oc})



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- vii. Main System Voltage
- viii. Relevant standards, Certification lab. name
- ix. Warnings, if any.

8.5. TYPE TEST

Solar PV modules must be tested and certified by any of the accredited certifying agencies according to above mentioned Standards at clause 8.2 and the type test reports shall be submitted for approval.

8.6. NOTES

- 8.6.1.** The Module Manufacturer, along with the Module datasheet, shall also provide the Details about the PV Cells used for the offered PV Modules. The information shall contain Cell Source, Type, and Electrical Parameters including Efficiency, Size, Number of Bus bars and any other relevant information.
- 8.6.2.** In case the successful Bidder supplies PV Modules of different make and/or model or from different manufacturers, the fixing holes in the frame/ location of retaining clips, their location, diameter, centre-to-centre distance between them and all other attributes related to mounting should be same, if applicable.
- 8.6.3.** Bidder shall submit the following:
 - a) NABL Accredited Third-party verified PAN files of Solar PV Modules.
 - b) Self-certified Electro- Luminescence (EL) Test reports of all the Crystalline Silicon based PV Modules being offered to NLCIL.
- 8.6.4.** Bidder shall comply to the E-Waste (Management) Rules, 2022 as notified by Ministry of Environment, Forest and Climate Change which came into effect from 1st April 2023, and which include solar photo-voltaic modules.

9.0 QUALITY REQUIREMENTS OF SOLAR PV MODULE

SPV modules quality plan should include the following:

- A. Incoming Quality Checks on bought out items (listed in third party test reports of relevant standard).
- B. In-process Quality Checks.
- C. Sample tests as per following:
 - 1. SPV modules to be checked visually for following defects: (Sampling as per Special Inspection level S-4 and AQL 2.5% as per IS 2500 (Part 1): 2000) for Main Contractor and NLCIL)
 - i. Scratches on the frame and/or glass etc.
 - ii. Excessive or uneven glue marks on glass or frame
 - iii. Inconsistent cell colors, Cell crack, ribbon misalignment etc.
 - iv. Completeness of module in all respects



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2. Performance of SPV module at STC (Standard Test Conditions) (Sampling as per Special Inspection level S-4 and AQL 1.5% as per IS 2500 (Part 1): 2000)
 3. IR-HV-IR test (Sampling as per Special Inspection level S-2 and AQL 1.5% as per IS 2500 (Part 1): 2000)
 4. Electroluminescence Test (Sampling as per Special Inspection level S-2 and AQL 1.5% as per IS 2500(Part 1):2000)
 5. RFID Check: (Sampling as per Special Inspection level S-2 and AQL 1.5% as per IS 2500(Part 1):2000)
- D. Robustness of Termination test on 1 sample per offered lot as per IEC 61215.
- E. Mechanical Load Test on 1 sample per offered lot as per IEC 61215.

Note:

- a) This is an indicative list of tests / checks. The manufacturer/bidder is to furnish a detailed Quality Plan indicating the practice and procedure along with relevant supporting documents. Visual and EL acceptance criterion to be submitted along with MQP.
- b) For Point C Sample tests: Manufacturer to perform on 100% of items.
- c) The Quantity to be offered for inspection per visit shall be 5 MW_p Minimum.
- d) Tests as per mentioned Sampling plan is to be witnessed by NLCIL / NLCIL's nominated TPIA and reports shall be submitted for NLCIL review and acceptance before dispatch clearance.





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**ATTACHMENT-1
(To be submitted along with Price Bid (Part-II))**

(Declaration of Breakup of Nominal Ratings of PV Modules)

We declare that the modules of following nominal ratings shall be supplied by us under the subject package for the quoted projects:

We further understand that no change in the breakup of quantities of the various module ratings shall be accepted at any later stage during the execution of the contract.

Nominal Module Rating:	Quantity of Modules Offered in MW_p (Up to 3 decimal places)
540 W _p (Minimum)	
545 W _p	
550 W _p	
555 W _p	
560 W _p	
565 W _p	
570 W _p	
575 W _p	
580 W _p	

	TOTAL 393.9 MW_p



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**ATTACHMENT-2
(To be submitted along with Part-I)**

(Dimensional Details of SPV Modules for design of Module Mounting arrangement being provided by Employer)

Dear Sirs,

In line with requirement of intimation of dimensional details of the PV Modules to be supplied under the subject package, we furnish following details for each nominal rating of the offered module as in **Attachment-1**:

i. Physical Dimensions & Mounting details of the PV Module:

NOMINAL MODULE RATING	Module dimensions (L in mm x B in mm)	Shape of Mounting Holes	Size of Mounting Holes	Distance Between Mounting Holes (mm)	
				Horizontal (short edge ie Width)	Vertical (Longer edge) ALL HOLES
540 Wp (minimum)					

ii. Any other input which affects the design of Module Mounting Structure (bidder to enclose General Arrangement drawings etc. as Annexure to Attachment):

GENERAL NOTE:

Module dimensions and hole to hole distance shall be within the limits mentioned in Technical Specifications. We understand that above details shall be utilized by Employer for design of the Module Mounting Structure to be provided by them. All costs arising due to variation in the above inputs shall be borne by us.

(Signature).....
(Printed Name)
(Designation).....
(Company Seal)