



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

**OFFICE OF THE CHIEF GENERAL MANAGER
MATERIALS MANAGEMENT COMPLEX**

DOMESTIC COMPETITIVE BIDDING

**THROUGH e-TENDER & e- REVERSE AUCTION
TENDER DOCUMENT**

Manufacturing, Supply, Packing & Forwarding, Transportation up to GSECL's Solar Park at Khavda, Gujarat including Transit insurance of Inverter Duty Transformer and Supervision during Erection, Installation, Testing & Commissioning works at site on Package Basis.

INVITATION FOR BID

Tender No. MMC/4130/600 MW Solar/Inverter Duty Transformer /e-proc/2024, Dt.29.02.2024.

**MATERIALS MANAGEMENT
COMPLEX**

**Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamilnadu, India.
Phone: 0091-4142-212393.
Website: www.nlcindia.in
E-Mail: cgm.mm.mmc@nlcindia.in**



**SUPPLY OF INVERTER DUTY TRANSFORMER FOR 600 MW SOLAR
PROJECT IN GSECL'S SOLAR PARK AT KHAVDA (GSECL Stage-2),
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TENDER SPECIFICATION - ALL VOLUMES OVERALL CONTENTS

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1.	I A	Invitation for Bid
2.	I B	Commercial – Draft Contract
3.	II	Technical Specification



SUPPLY OF INVERTER DUTY TRANSFORMER FOR 600 MW SOLAR PROJECT IN GSECL'S SOLAR PARK AT KHAVDA (GSECL Stage-2), GUJARAT.

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**NOTICE INVITING BID
DOMESTIC COMPETITIVE BIDDING**

Tender No. MMC/4130/600 MW Solar/ Inverter Duty Transformer /e-proc/2024, Dt.29.02.2024.

1.0 Invitation for Bid

Online Bids in English are invited by NLC India Limited, Neyveli for “Supply of Inverter Duty Transformer for 600 MW Solar Project in GSECL’s Solar Park at Khavda (GSECL Stage-2), Gujarat on Package Basis.” in Two Part system (Part-I and Part-II) followed by Reverse Bidding.

This 600 MW Solar Power Project is intended to be developed by NLCIL through its wholly owned subsidiary M/s.NLC India Green Energy Limited. NLCIL on behalf of NLC India Green Energy Limited (NIGEL), a wholly owned Subsidiary company of NLCIL invites Online Bids for procurement of the **Inverter Duty Transformer** for development of 600 MW Solar Project in GSECL’s Solar Park at Khavda (GSECL Stage-2) as details given below.

i).	Cost of tender document	:	Rs 20,000/- (Rupees Twenty Thousand only) Non-refundable
ii).	Bid Guarantee	:	Rs.28,99,000/- (Rupees Twenty Eight Lakh Ninety nine Thousand Only)
iii).	Date of Pre-Bid Meeting	:	13.03.2024 at 11.00 Hrs. (IST) through Video Conference (VC)
iv).	Last Date & Time of submission of online Bids (Part-I, Part-II) and Physical cover	:	30.03.2024 at 14.30 hrs. (IST)
v).	Date & Time of opening of Part-I and Physical Cover	:	30.03.2024 at 15.00 hrs. (IST)

Note:

The points for discussion shall be furnished in advance to pre-bid meeting to the e-mail ID: mmre.mmc@nlcindia.in

1. Bidders who are interested to participate in the Pre-bid Meeting may send their request to mmre.mmc@nlcindia.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.
2. For further details, please visit our website: www.nlcindia.in, NeAT portal: <https://procure.nlcindia.in> or Central Public Procurement Portal (CPPP) of Government of India website: www.eprocure.gov.in or contact:

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27, Neyveli - 607 807.Tamilnadu, India.
Phone: 0091-4142-212393.

1.1. Brief Scope of Work



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Manufacturing, Supply, Packing & Forwarding, Transportation including Transit insurance of Inverter Duty Transformer and Supervision during Erection, Installation, Testing & Commissioning works at site. This Scope of Work is indicative only. Detailed Scope of Work is contained in Volume-II (Technical Specification).

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

2.1 TECHNICAL CRITERIA:

The bidder shall meet Technical QR requirement mentioned in clause no: 2.1.1 or (2.1.2 & 2.1.3) as given below,

- 2.1.1 The Bidder should have manufactured and supplied Inverter Duty Transformer of 5MVA or higher capacity to a cumulative capacity of 300MVA in one or more orders for Solar Power Plant to Govt. / Quasi Govt. / PSUs. / Public Limited Companies/Private Limited Companies, in last 7 years as on date of Techno-commercial Bid opening. The supplied Inverter Duty Transformers should be in successful operation for at least one year from the date of Commissioning as on the original scheduled date of tender opening.
- 2.1.2 The Bidder should have manufactured and supplied at least two (2) numbers (One each at two different installations) of 220kV or higher voltage grade transformers of at least 100 MVA capacity each to Govt. / Quasi Govt. / PSUs. / Public Limited Companies/Private Limited Companies in last 7 years in one or more orders as on date of Techno-commercial Bid opening. The Transformers supplied should be in successful operation for at least one year from the date of Commissioning as on the original scheduled date of tender opening.
- 2.1.3 The Bidder should have manufactured and supplied Inverter Duty Transformer of 2MVA or higher capacity to a cumulative capacity of 50MVA in one or more orders for Solar Power Plant to Govt. / Quasi Govt. / PSUs. / Public Limited Companies/Private Limited Companies, in last 7 years as on date of Techno commercial Bid opening. The supplied Inverter Duty Transformers should be in successful operation for at least one year from the date of Commissioning as on the original scheduled date of tender opening.

2.2 FINANCIAL CRITERIA:

- 2.2.1 The Bidder shall have Positive Net Worth as per the latest audited financial statements.
- 2.2.2 The average annual turnover of the bidder should not be less than 17.40 Crore for the last three (3) consecutive financial years as on the original scheduled date of tender opening.
- 2.2.3 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,



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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, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder, in case of award.

- 2.2.4 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.

- 2.2.5 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:

2.2.5.1 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.

2.2.5.2 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.

2.3 DOCUMENTARY EVIDENCE:

2.3.1 For Technical QR:

2.3.1.1 **For manufacturing Proof:** Copy of Excise invoice (or) Copies of certificates valid on or after the date of tender opening issued by the following agencies and duly attested originally by Gazetted Officer/Notary Public/Chartered Accountant. Bureau of Indian standards (BIS) or National Small Industries Corporation Ltd. (NSIC) or Small Scale Industries Corporation Ltd. (SSI) or any accredited agency for International Standards for Organization (ISO) or any other document confirming that they are the manufacturer for the Inverter Duty Transformer.

2.3.1.2 **For supply proof:** Copies of complete purchase order (PO)/Work order (WO)/ Contract Agreement with material description etc. along with the Material Acceptance Certificate (MAC) or Completion Certificate (CC) or Commissioning Report (CR) or Inspection cum Receiving Report (IRR).

2.3.1.3 **For performance proof:** The performance certificate with the following particulars



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from the end user in their letter head along with the relevant Purchase Order/Work order copy/ Contract Agreement a) PO/WO reference with date b) Date of Commissioning & c) Period of Performance.

2.3.1.4 **For Financial QR:** 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.

2.4 NOTES:

2.4.1 The Bidder shall submit End User Certificate which is subject to verification for qualification. NLCIL reserves the right to verify the credentials submitted by the bidders. However, cost pertaining to the purchaser's personnel for such inspection shall be borne by the purchaser.

2.4.2 NLCIL reserves the right to inspect the plant(s) referred to by the bidders as well as the original documents submitted in support of their claim to assess its veracity.

2.4.3 The bidder shall furnish major legal cases and their statutory liabilities if any.

2.4.4 The bidder shall also possess a valid certificate of registration under GST and the same should be furnished along with tender documents.

2.4.5 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.

3.0 OTHER CONDITIONS:

- (a) The bidder shall furnish the following details also along with documents.
 - (i) Contracts in hand / pending jobs and their status along with value.
 - (ii) Major Legal Cases and their Statutory Liabilities.
 - (iii) Recent Orders completed for Solar project with value.
- (b) The bidder shall be solely responsible and liable for all technical management and all other services required for completing the entire scope of work detailed in the tender specification.
- (c) In case, certificate(s) submitted by the bidders is found to be a forged one/bogus one; the bidder will not only be disqualified for the tender but also would be Suspended/Banned by NLCIL.
- (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.

4.0 Time Schedule:



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The Time Schedule for the entire Supply is 180 days from the date of issue of PO is detailed as below:

S.no	Delivery Schedule	Timeline
1	Submission of drawing	1-10 days
2	Drawing approval	11-15 days
3	Delivery period (100%)	16-180 days

5.0 Bid Guarantee:

- i. Bidder is required to submit Bid guarantee for a value Rs.28,99,000/- (Rupees Twenty Eight Lakh Ninety nine Thousand Only) along with the Bid (Part-I) in the form and manner as described in the instructions to Bidders.
- ii. The Bid Guarantee shall be either in the form of (a) Bank Guarantee valid for 120 days from the date of opening of Part-I bids **or** (b) demand draft for an equivalent amount drawn in favour of NLC India Limited, payable at Neyveli **or** (c) NEFT/RTGS mode to NLCIL's Account No. **30623095200** beneficiary Name: NLC India Ltd., in State Bank of India, Branch: Neyveli Main (IFS Code No. SBIN0000958, SWIFT code: SBININBB457, Bank Branch Code is 0958) and the remittance details with UTR No./DD shall be enclosed with the bid in Part I failing which the offer is liable for rejection.

The bidder is to note that the 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 Bid Guarantee value as stipulated in the Tender. No other mode of payment will be accepted.

- iii. Structured Financial Messaging System (SFMS): Bank Guarantee submitted in Physical mode, including EMD/ Bid Guarantee which cannot be verifiable through Structured Financial Messaging System (SFMS) SFMS will be rejected summarily. Hence, the bidder is requested to attach the proof for the issuance of bid guarantee through SFMS given by banker.
- iv. The bid shall be treated as non-responsive offer and will not be considered for further evaluation, in case -
 - the bid is submitted without Bid Guarantee and Cost of Tender document
 - the bid is submitted with Xerox copy of the Bid Guarantee
 - the bid guarantee and Tender Cost is of lesser value or any adjustment sought for.

6.0 Bid Submission & Opening:

- (i) All bids, including all attachments/enclosures shall be prepared in English Language only and submit the same. The bidder shall submit the offer for full scope of work indicated in the Tender Specification.

Part - I & Part – II of the Bids are to be submitted through online. Physical cover containing the documents in physical form as listed in S.No.3 (Part – III) of the table below shall be submitted within the last date and time of receipt of Bids.

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



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1.	Part I	:	PART – I (through online) 1. Covering Letter, Proof for remittance of Cost of tender document, or Documentary proof for Exemption if applicable 2. Bid Guarantee (As per Annexure - A), or Documentary proof for Exemption if applicable 3. Form of Bid (Part-I) (As per Annexure - B), 4. Affidavit (as per Annexure - D), 5. Power of Attorney, 6. Documentary evidence for PQR and Techno-Commercial conditions. 7. Integrity Pact (As per Annexure - E), 8. Proforma of Letter of Undertaking From Holding Company (as per Annexure-F), if applicable 9. Proforma of certificate from the CEO/CFO (as per Annexure-G) if applicable, 10. Declaration by the bidder regarding Banning/Debaring/Blacklisting of the firm.
2.	Part II	:	Part-II (Price) (through online) (i) Duly filled in Form of bid (Part-II) as per Annexure – C. (ii) Price Bid with completely filled in Schedule of Prices (Schedule of Prices–F1 Table 1).
3.	Physical Cover		Bidders are requested to furnish the following documents in Original in a sealed Physical cover within the last date and time of receipt of Bids: 1. Proof of remittance of cost of tender documents 2. Bid Guarantee (As per Annexure-A). 3. Form of Bid (Part-I) (As per Annexure - B), 4. Affidavit (as per Annexure - D), 5. Power of Attorney, 6. Techno-Commercial details, 7. Integrity Pact (As per Annexure - E) 8. Proforma of Letter of Undertaking From Holding Company (as per Annexure-F), if applicable, 9. Proforma of certificate from the CEO/CFO (as per Annexure-G) if applicable. 10. Duly filled up Checklist as in Specimen Format.

Bidders are requested to submit their Physical Cover containing the documents in physical form as listed in S.No.3 of the table above within the last date and time of receipt of Bids at the Office of the Chief General Manager /Materials Management Complex, Dr. Rajendra Prasad Road, Block - 27, Neyveli - 607 807. Tamilnadu, India.

(iii) Phone: 0091-4142-212393. Any Bid submitted without Cost of tender document and Bid Guarantee or submitted with part amount, or any request to adjust it in any other bills etc., or seeking exemption shall be treated as non-responsive offer and their offer will not be considered



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for further evaluation.

- (iv) Part-I and Physical cover shall be opened on the scheduled date of tender opening. The offers/bids of the bidders who satisfy the conditions of Bid Guarantee and Cost of tender document shall be considered for further evaluation on QR aspects.

7.0 Special Note and Information Regarding the Tender

- (i) For downloading tender document, please visit our website: www.nlcindia.in or Central Public Procurement Portal (CPPP) of Government of India, Website: www.eprocure.gov.in or NeAT Portal: <https://procure.nlcindia.in>
- (ii) The Cost of tender document may be remitted through RTGS / NEFT mode or e-payment and the UTR No. may be indicated in the Part-I Bid.

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

The bidder is to note that the Bank commission charges will be to the account of the bidder and the net amount transferred to NLCIL's account shall be equal to the cost of the tender document. The qualification of bidder is subject to receipt of cost of the tender document stipulated in the tender. No other mode of payment will be accepted.

- (iii) Amendments/ Errata/ Clarifications if any, shall be issued as Corrigendum for the tender and shall form part and parcel of the tender documents. Corrigendum will be displayed in NLCIL's Website www.nlcindia.in / <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.



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- (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/Debarment by NLCIL will not be allowed to participate in any tender issued on or after the date of suspension/banning order and also if that bidder has already participated in any tender which is under process, their bid will not be considered for further processing.
- (xi) Bidders are advised to quote the most competitive price 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) Bids without cost of tender document and Bid Guarantee will be summarily rejected.
- (xv) Performance certificate/Work Completion Certificate issued by Consultant will not be considered.

**CHIEF GENERAL MANAGER/ MMC
NLC INDIA LIMITED**



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TERMS AND CONDITIONS

Bidders are requested to go through the tender terms and conditions before submission of their offer. All the required documents, details wherever required has to be furnished/submitted along with the offer, otherwise the offer may liable for rejection.

**MATERIALS MANAGEMENT COMPLEX
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807.Tamilnadu, India.
Phone: 0091-4142-212393
E-Mail: cgm.mm.mmc@nlcindia.in**



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TENDER TERMS AND CONDITIONS

[BIDS ARE TO BE SUBMITTED ONLY THROUGH ONLINE MODE]

1.0 DEFINITION:

The expression “PURCHASER” and “BIDDER” shall have the following meaning:

- i. PURCHASER shall mean the NLC India Limited or representatives duly authorized by NLCIL.
- ii. BIDDER shall mean the Person or Firm or Company who have submitted the bid and shall be deemed to include his/its successors (approved by the Purchaser), representatives, heirs, executors and administrators.

2.0 BID SUBMISSION:

AFFIDAVIT: The bidders shall submit digitally signed Affidavit as per the format given in the tender enquiry, while submitting their online Part-I bid. Towards this , the Bidders as a first step should accept the Affidavit condition page online for proceeding further for submitting the Cover I & Cover-II of the tender.

[As per the Affidavit the bidders take the full responsibility for the correctness of the documents and information submitted by them. Based on the Affidavit conditions accepted by the bidders, their offers w.r.t. PQR credential, will be evaluated and the end user verification/confirmation for PQR credentials will be obtained in respect of successful bidder, before placement of order.]

1. The offers/bids shall be submitted in TWO COVER system in online.
2. **COVER-I:** Containing the Covering letter, Cost of tender document, Bid Guarantee, FORM of Bid, Affidavit, PQR documents, Integrity Pact (if applicable) and Techno-commercial offer, Proforma of Letter of Undertaking From Holding Company (if applicable), Proforma of certificate from the CEO/CFO if applicable, Declaration by the bidder regarding Banning/Debarring/Blacklisting of the firm.

The bidders shall submit (i) the details of payment of cost of Tender Document,

(ii) EMD / Bid Guarantee amount in Cover-I of the Offer. The offer without the above documents shall be rejected.

In this regard, the CHECKLIST which is enclosed shall be submitted duly filled and signed by the bidder in the Cover-I of Offer.

3. **COVER-II :** Prices, form of bid part-II.



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4. COST OF TENDER DOCUMENTS, BID GUARANTEE:

The bidder shall furnish a Bid Guarantee and Cost of Tender Document as per Notice Inviting Tender as mentioned below:

In the form of Cash remittance through RTGS / NEFT to NLCIL's State Bank of India, Block-1, Neyveli-607801, Account Number **30623095200**. The IFSC code of branch is **SBIN0000958** and Bank Branch Code is **0958**. SWIFT CODE: SBININBB457, Email : sbi.00958@sbi.co.in The bidders shall scan and attach the reference / proof for having remitted the payment as above along with the bid submitted online.

NOTE: No other mode of payment is acceptable. No interest is payable by NLCIL on the Bid Guarantee amount.

The bid guarantee shall be forfeited

- a) If the bidder withdraws / modifies / changes / impairs / derogates the bid proposal on his own after the bid is opened within the validity period.
- b) Non acceptance of the Letter of Intent / Purchase Order by the bidder when issued within the validity period, including extensions, if any.
- c) Failure to furnish valid contract performance guarantee by the bidder within the time stipulated in the P.O. and
- d) Furnishing of Forged / Bogus documents.
- e) On the happening of any other contingencies mentioned in the bid documents. Besides the Bidder will be debarred/banned for a fixed period at the discretion of NLCIL from participating in any of the NLCIL's tender.

(OR)

5. **MSE units** registered with anyone of the following shall be given Tender Sets free of Cost and exempted from Bid Guarantee / Payment of Earnest Money Deposit (EMD) 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



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- 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) Udyog Aadhar Memorandum (UAM)
- i) Udyam registration certificate (URC)

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, Bid Guarantee amount by RTGS / NEFT.

Note:

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

6. TECHNO COMMERCIAL BID:

The bidder's Techno commercial bid shall contain:

- Duly filled up Technical Bid
- Duly filled up Commercial Bid

The following documents shall also be attached:

- Technical Pamphlets, if any
- Scope of Supply Details, if any
- RTGS/E-Payment mandate form (enclosed herewith)

7. PRICE BID:

The Price bid shall contain only the price.

The bidder shall furnish their prices in the PRICE BID only.

The bid complete in all respects shall be submitted online before the due date and time indicated in the enquiry.

3.0 OTHER CONDITIONS:

- a. Amendments, if any issued for the tender shall form part of the tender.
- b. Possession of Class-III Digital Certificate with Organisation Name and Enrollment for e-procurement with NLCIL is essential to participate in this Tender. Bids should be authenticated with Digital Signature.



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- c. Illustrative leaflets giving technical particulars of the materials offered, if any, are to be electronically attached with the bid.
- d. Terms and Conditions offered by the bidder in the Techno Commercial bid alone will be considered for evaluation. Bidder's own Terms and Conditions indicated elsewhere will be ignored.
- e. Any other conditions which might have been mentioned by the bidder not in conformity with the terms and conditions prescribed will be ignored.
- f. Should any bid be incomplete, conditional or obscure or contains irregularities of any kind, it will be rejected.
- g. In case the bidder is a Dealer/Distributor, authorized Dealership/Distributorship shall be submitted online and a hardcopy of the same shall also be furnished.
- h. Once the bid is submitted, the same will not be returned to the bidder.
- i. Either the Agent or the manufacturer directly could bid in a tender, but not both. The same applies to an Indian Agent/Dealer representing an Indian manufacturer. In case both submit the bids, the bid of the manufacturer will alone be considered.
- j. An Agent representing one manufacturer in a tender will not be allowed to quote on behalf of another manufacturer along with previous manufacturer in a subsequent tender for the same item.
- k. In case, certificates submitted by the bidders is found to be forged one / bogus one, the bidder will not only be disqualified for the tender but also would be debarred / banned for a fixed period from at the discretion of NLCIL from participating in any of the NLCIL's tender, besides forfeiting the bid guarantee amount in full.
- l. Unilateral revision or withdrawal of bid by the bidder within the subsistence of the validity period of bid shall not be permitted. Violation of this condition shall result in rejection of the bid without notice. In addition to the above such bidder shall also be debarred / banned for a fixed period, at the discretion of NLCIL from participating in any of the NLCIL's tender.
- m. Unless otherwise it is specified, the tender will be finalized item wise on L1 basis.
- n. In case of tie at the time of evaluation of L1 offer, revised reduced rates from the bidders of tie members will be obtained either through online or in a sealed cover. The revised reduced rates will be considered in evaluating the lowest offer. In case the bidders are declining to offer any revised reduced rates or resulting in tie again even after price reduction, manual lot method will be ultimately followed to decide the L1 bidder.



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- o. The scope of work shall be on the basis of 'single bidder responsibility' completely covering the item and the scope specified under the specifications and documents attached. For all other details please refer to the technical part of the tender specification.
- p. NLCIL reserves the right not to consider the offers from bidders, who are not accepting NLCIL terms and conditions and other conditions imposed by them. However in case, if NLCIL accepts to consider the offers with deviations to normal NLCIL terms and conditions, the necessary loadings on price evaluation will be done as per the standard loading patterns adopted in NLCIL.
- q. One Agent cannot represent two Suppliers (or) quote on their behalf in a particular tender. Likewise, one bidder shall not be allowed to quote multiple offers (or) alternatives / options for each item of the tender. Violation of the above will lead to outright rejection of the total offer.
- r. The offer should be submitted in ENGLISH language only. Offers received other than in English language will be liable for rejection.
- s. Corrigendum, if any issued for this tender, shall form part of the tender document. Corrigendum will be hosted in NLCIL's website. Bidders are requested to visit NLCIL's website and note the corrigendum/ amendments to the tender before submission of bid. NLCIL is not responsible for ignorance of corrigendum.
- t. Though, the bidder satisfy the PQR & Techno-commercial conditions, the Purchaser reserves the right to inspect the Bidder's works to assess their credentials and capability and their offer will be evaluated accordingly.
- u. In case the due date of opening of this tender is postponed due to some reasons, it may be noted that for the purpose of evaluation, the original scheduled date of opening will only be reckoned with regard to prequalification and eligibility criteria of bidders.
- v. This tender is covered under Integrity Pact Programme, entering into this Integrity Pact will be a preliminary qualification to participate in the bidding. The format of Integrity Pact is enclosed herewith. A scanned copy of the signed Integrity Pact shall be attached with the bid and the hard Copy of the same shall be sent to the purchaser so as to reach him before the scheduled date and time of tender opening.

4.0 OPENING OF BID:

- i. Cover-I shall be opened on the scheduled date of tender opening.



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- ii. The offers/bids of the bidders who satisfy the conditions of cost of tender Document, EMD/Bid Guarantee, Affidavit, Integrity Pact (if applicable) shall alone be considered for further evaluation on PQR aspects.
- iii. The bidders who qualify in PQR conditions alone shall be considered for further evaluation on Techno-commercial aspects.
- iv. The bidders who get qualified on techno-commercial aspects shall alone be considered for price cover opening (**Cover-II**).
- v. The Price Bid of the techno commercially suitable offers alone will be opened on a date, which will be intimated to the qualified bidders.
- vi. Reverse auction (if applicable) shall be conducted among the qualified bidders with the elimination of H1 of bidders (wherever applicable) as per the extant procedure. After reverse auction, the bidders will be ranked as RL1, RL2, RL3...
If reverse auction is applicable, the statement of initial price quoted by the bidders will not be revealed / displayed in the system.
- vii. In case of non participation of bidders in the RA/no reduction of Price in the RA, then the prices of bidders including the eliminated H1 of the bidders if any will be ranked as R1, R2, R3 (as mentioned in above para vi.) shall hold good. After reverse auction the final price statement will be made available in the system.
- viii. Based on the price ranking, the end user verification/confirmation of the PQR documents submitted by bidder, who offered the lowest price in the reverse auction (RL1 bidder) or the R1 bidder (in case of no RA/non participation in RA/no reduction in RA) will be carried out.
- ix. In case, the documents of the bidder who offered lowest price (RL1/R1) are found to be false/incorrect, the next lowest bidder's offer in their order of price ranking including eliminated H1 of the bidders if any, will be verified till a successful bidder is identified.
- x. After getting the confirmation/verification from the end-user as stated above, the tender will be finalized on the successful bidder or otherwise.
- xi. 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 the EMD/Bid Guarantee amount of the bidder(s) will be forfeited, besides debarring/banning of such bidder(s) for a specific period as per the extant procedures.
- xii. The unsuccessful bidders will not be informed of the result of the tender.



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Bidders are advised to visit NeAT portal regularly to know the status of tender and information regarding tenders which they have bid and reverse auctions which they are supposed to take part.

5.0 PRICE CONDITION:

- i. The prices quoted should be FIRM till completion of supplies.
- 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. The prices should not be inclusive of GST.
- v. 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.
- vi. 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.
- vii. For Plant & Equipment purchases with separate base price for equipment and accessories, packing & forwarding, freight, insurance and erection and commissioning, the purchase contract shall be treated as composite supply and the rate of tax applicable to the principle supply is applicable to the P&F, Insurance, Freight, erection and commissioning charges.
- viii. 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.
- ix. 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.
- x. Any conditional discount for coverage within a shorter period, for early inspection, payment etc., will not be considered for evaluation of the tender.
- xi. Any savings arising out of GST regime to the supplier shall be passed on by way of appropriate reduction of prices in the tender.
- xii. 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 site (GSECL Solar Park , Khavda –



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Gujarat) on door delivery basis irrespective of the quoted price basis.

6.0 Loading of GST for Unregistered and Composite vendors while evaluating the offer:

- i. The applicable GST rate will be loaded to the quoted price for Unregistered Vendors under reverse charge mechanism as per GST guidelines.
- ii. 7% of the applicable GST will be loaded to the quoted price of the Composition Vendors as GST rate in the tender (which is subject to variation) in the absence of input invoice.

7.0 REVERSE AUCTION CONDITIONS (if applicable):

- 1) Reverse Auction will be conducted among the shortlisted bidders under Cover-I conditions.
- 2) Reverse Auction will be on item-wise Site Cost basis.
- 3) H1 of the bidders rounded off to the lower side shall be eliminated subject to ensuring minimum 4 bidders participation in RA.
- 4) An email containing the terms and conditions, date and time of Reverse Auction, the start price and decrement amount will be sent to all shortlisted bidders.
- 5) The start price shall be visible to all the vendors during the start of Reverse Auction.
- 6) Vendors shall be required to start bidding from the Start up price, reducing their price by minimum one decrement value.
- 7) At the end of reverse auction, the lowest closing bid will be considered for further processing.
- 8) In case of tenders processed on "package basis", reverse auction will be conducted on item-wise basis. L1 bidder will be decided by taking the lowest overall total site cost of all items tendered after reverse auction.
- 9) 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 continue 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.

8.0 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. SC/ST entrepreneurs, will get a share of 4% of the above 25% exclusive and MSE owned women enterprises will get a share of 3% from within the 25% target.

Further , in case of non-divisible tenders, an MSE quoting in the price band of L1+15% may be



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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) Udayog Aadhar Memorandum(UAM)
- i) Udyam registration certificate (URC)

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 quantity to be ordered, 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 quantity to be ordered will be distributed proportionately between participating MSEs on their acceptance of L-1price.
4. In case more than one MSEs 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% of the 25% quantity to be ordered, shall be procured from MSEs owned by SC/ST entrepreneurs,



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subject to (a) their acceptance of L-1 price and (b) 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% from within the 25% quantity to be ordered, 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.

9.0 PREFERENCE TO MAKE IN INDIA:

Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, GoI has issued Revised Public Procurement Policy (Preference to Make in India) Order 2017, Dt. 16.09.2020.

As per the above Policy, Purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities for the purchases where the estimated value of procurement is more than Rs.5 Lakhs and less than Rs.200 Cr, in the manner specified here under.

- (a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only “Class-I local supplier” shall be eligible to bid irrespective of purchase value.
- (b) In procurement of all goods, services or works not covered by “(a)” above and with estimated value of purchases less than Rs.200 Crore, only “Class-I local supplier” and “Class-II local supplier” shall be eligible to bid in procurements undertaken by procuring entities.

Note : This is not applicable for STE tenders where procurement of spare parts of the equipment /Plant & Machinery is from OEM/OES or OPM.

The following definitions are applicable with reference to (a) & (b) above.

Nodal Ministry means the Ministry or Department identified pursuant to this order in respect



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of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.”

“Works” means all works as per Rule 130 of GFR 2017 and will also include “turnkey works”

Minimum Local Content: The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. The local content requirement for 'Class-II local supplier' is minimum 20%.

Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' above.

Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' above but less than that prescribed for 'Class-I local supplier'.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'..

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Purchase preference shall be given to 'Class-I local supplier“ in procurements in the manner specified here under.

- (c) In the procurements of goods or works, which are covered by “(b)” above and which are divisible in nature, the “Class-I local supplier“ shall get purchase preference over “Class-II local supplier“ as per following procedure:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I local supplier“, the contract for full quantity will be awarded to L1
 - ii) If L1 bid is not a “Class-I local supplier“, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the “Class-I local supplier“ will be invited to



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match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such "Class-I local supplier" subject to matching the L1 price. In case such lowest eligible "Class-I local supplier" fails to match the L1 price or accepts less than the offered quantity, the next higher "Class-I local supplier" within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (d) In the procurements of goods or works, which are covered by "(b)" above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the "Class-I local supplier" shall get purchase preference over "Class-II local supplier" as per following procedure:
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is "Class-I local supplier", the contract will be awarded to L1.
 - ii) If L1 is not "Class-I local supplier", the lowest bidder among the "Class-I local supplier", will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such "Class-I local supplier" subject to matching the L1 price.
 - iii) In case such lowest eligible "Class-I local supplier" fails to match the L1 price, the "Class-I local supplier" with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the "Class-I local supplier" within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (e) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

The following definitions are applicable with reference to (c), (d) & (e) above.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.



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'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class- I local supplier" may be above the L1 for the purpose of purchase preference.

The margin of purchase preference shall be 20%

- (f) Applicability in tenders where contract is to be awarded to multiple bidders: In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the “Class-I local supplier” shall get purchase preference over “Class-II local supplier” as per following procedure:
- (i) In case there is sufficient local capacity and competition for the item to be procured, only Class I local suppliers shall be eligible to bid. As such the multiple suppliers, who would be awarded the contract should be all and only Class I local suppliers.
 - (ii) In other cases, Class II local suppliers may also participate in the bidding process along with Class I local suppliers.
 - (iii) If Class I local suppliers qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract will be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case Class I local suppliers do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference will be given to the Class I local supplier over Class II local suppliers provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract for 50% of quantity subject to matching of L1 price (Margin of preference: L2 price plus 20% for 2 source, L3 price plus 20% for 3 sources and so on).
 - (iv) First purchase preference has to be given to the lowest quoting Class I local supplier whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If lowest quoting Class I local supplier does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to the next higher Class I local supplier



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falling within 20% margin of purchase preference and so on

Note: Minimum 50% quantity will be awarded to Class I local suppliers as in (iii) above. Hence, balance 50% of the tendered quantity alone will be awarded to Class II local suppliers irrespective of the tender conditions.

(g) If the Purchaser is satisfied that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to the Purchaser. (Clause 10(d) of the PPP-MII Order 2017).

NOTE: In this regard, the firm / bidder has to furnish the self certificate as per the format enclosed herewith.

Verification of Local content:

- 1) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the minimum local content requirement for Class-I local supplier/Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made
- 2) In case of procurement for a value in excess of Rs.10 crores, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 3) Self declarations/ statutory auditor's/ cost accountant's certificates submitted by the bidder (manufacturer/ supplier) may be verified randomly by the verification committee constituted by the nodal Ministry. In case of false documents/misrepresentation of the facts requisite action against such bidder (manufacturer/ supplier) will be taken based on the recommendation of the Verification Committee.



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- 4) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with other actions as may be permissible under law.
- 5) A Supplier who has been debarred by any procuring entity for violation of this order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.

To protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country, the following directions are hereby issued by the Ministry of Power Order 25-11 / 6 / 2018-PG, dt.02.07.2020 and the bidder has to comply with the same:-

- (1) All equipment, components, and parts imported for use in the power Supply System and Network shall be tested in the country to check for any kind of embedded malware/trojans/cyber threat and for adherence to Indian Standards.
- (2) All such testings shall be done in certified laboratories that will be designated by the Ministry of Power (MoP).
- (3) Any import of equipment components/parts from "prior reference" countries as specified or by persons owned by, controlled by, or subject to the jurisdiction or the directions of these "prior reference" countries will require prior permission of the Government of India.
- (4) Where the equipment/ components/ parts are imported from "prior reference" countries, with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MoP). This order shall apply to any item imported for end use or to be used as a component, or as a part in manufacturing, assembling of any equipment or to be used in power supply system or any activity directly or indirectly related to power supply system.

RESTRICTION IN PUBLIC PROCUREMENT

I. Requirement of registration:



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Any bidder from a country which shares a land border with India will be eligible to bid in any procurement of goods, only if the bidder is registered with the Department for Promotion of Industry and internal Trade (DPIIT), Government of India, Ministry of Finance, Department of Expenditure, Public Procurement Division.

II. Definitions :

1. “Bidder” for the purpose of this Order (including the term “tenderer”, “consultant”, “vendor” or “service provider” in certain context(s) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies) every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
2. “Tender” for the purpose of this order will include other forms of procurement except where the context requires otherwise.
3. “Bidder from a country which shares a land border with India” for the purpose of this Order means
 - a) An entity incorporated, established or registered in such a country or
 - b) A subsidiary of an entity incorporated, established or registered in such a country or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country or
 - d) An entity whose beneficial owner is situated in such a country or
 - e) An Indian (or other) agent of such an entity or
 - f) A natural person who is a citizen of such a country or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. “Beneficial owner” for the purpose of paragraph 3 (d) above will be as under :
 - i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person(s) has a controlling ownership interest or who exercises control through other means.

Explanation---



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- a) “Controlling ownership interest” means ownership of or entitlement to, more than twenty-five percent of shares or capital or profits of the company
- b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. “Agent” for the purpose of this Order is a person employed to do any act for another or to represent another in dealings with third persons.

III. Certificate regarding compliance :

Any bidder from a country which share a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority, (DPIIT) Department for Promotion of Industry & Internal Trade. While participating in tender, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the bidder and further legal action in accordance with the laws.



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IV. Validity of Registration :

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

V. Model Certificate for Tenders to be furnished by the Bidder

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered”.

10.0 Relaxation of Norms for Startups Medium and Micro & Small Enterprises:

The relaxation of prior experience and prior turnover will be considered for the Startups Micro, Small & Medium Enterprises in the procurement of Spares, Consumables and Equipments / Machineries, excluding in the procurement of items related to Public Safety, Health, Critical Security Operations and equipments etc., initially for 20% of the tendered quantity and after ascertaining their capability to meet the quality and technical specifications, further increase in the quantity can be considered in a phased manner.

The relaxation of prior experience and prior turnover will be considered for the startups, provided they meet the following conditions:

- Startup means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.
- Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.
- Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/registration.

Further, in order for a “Startup” to be considered for eligible the Startup should

- be supported by a recommendation (with regard to innovative nature of business), in a format specified by DIPP, from an Incubator established in a post-graduate college in India; or



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- be supported by an incubator which is funded (in relation to the project) from GoI as part of any specified scheme to promote innovation; or
- be supported by a recommendation (with regard to innovative nature of business), in a format specified by DIPP, from an Incubator recognized by GoI; or
- be funded by an Incubation Fund/Angel Fund/Private Equity Fund/ Accelerator/Angel Network duly registered with SEBI that endorses innovative nature of the business; or
- be funded by GoI as part of any specified scheme to promote innovation; or
- have a patent granted by the Indian Patent and Trademark Office in areas affiliated with the nature of business being promoted.

11.0 TERMS OF PAYMENT:

a. 10% interest free Advance on acceptance of Purchase order (PO) and submission & acceptance of APG,CBG & GGW.

b. 65% upon dispatch of equipment from Manufacturer's works on pro-rata basis of invoices and satisfactory evidence of shipment which shall be original Goods Receipt or Rail Receipt including material Dispatch Clearance Certificate (MDCC) along with copy of Transit Insurance.

c. 20% on receipt of equipment at Project site on pro-rata basis and physical verification, certification by the Project Manager and against Inspection-cum-Receiving Report (IRR).

d. 5% Payment will be done after successful Commissioning.

e. Retention Money Bank Guarantee (RMBG)

If the Commissioning is delayed beyond Eighteen (18) months from the schedule due to reason not attributable to supplier, final 5% (i.e 5% for commissioning) of indicated in the terms of payment shall be released against production and acceptance of Retention Money bank guarantee (as per the format enclosed at Annexure-H of this volume).

11.1 Bank Guarantee for Advance payment (APG): The advances stipulated in the payment terms shall be made to the Contractor by the Purchaser subject to the Contractor providing a bank guarantee for 110% of the advance amount as per the stipulations and Purchaser's guarantee. The bank guarantee shall be valid till the completion of respective scope of work with a grace period of 3 (three) months thereafter. The Bank Guarantee value shall be reduced on the basis of actual recovery of advances from the bills of respective scope of works on quarterly basis. After contractual delivery period, if the amount from the running bills is not sufficient to recover the unadjusted advance, purchaser reserves the right to encash the APGs to that extent.



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11.2 The recovery of the advance will be done in 5 installments when 20% of the original scheduled contract period has elapsed and fully recovered when 80% of the scheduled contract period is over, both from date of purchase order.

12.0 PAYMENT:

All payments shall become due and payable only after submission of following guarantees by the bidder, if applicable:

1. Combined Bank Guarantee for Contract Performance and Warranty(CBG)

(or)

Bank Guarantee for Faithful Performance (FPBG)

2. General Guarantee for Warranty.

3. Test Certificate, Third Party Inspection report etc., and acceptance of the same by the Purchaser.

All the payments will be made to the bidder through e-payment only.

13.0 RECOVERY OF OUTSTANDING DUES:

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

14.0 PRICE FALL CLAUSE:

The Bidder undertakes that it has not offered to supply/not supplied/is not supplying same or similar product / systems or sub systems at a price lower than that offered in the present bid in respect of any Organization / Ministry / Department of the Govt. of India or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product / systems or sub systems was supplied by the bidder to any Organization / Ministry / Department of the Govt. of India or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

15.0 GUARANTEES:

1. BANK GUARANTEE FOR FAITHFUL EXECUTION(FPBG): (Not Applicable)

The bidder shall arrange to furnish a Bank Guarantee in NLCIL Standard format in Rs.100/- Stamp paper for faithful execution of Contract for 3%of the total order value, within 60 days from the date of purchase order or the delivery period prescribed in the Purchase Order, whichever is earlier, for order value of Rs.10 Lakhs and above. This Bank Guarantee should



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be sent to The Unit Head/Materials Management, Neyveli- 607 807.

The foreign firms furnishing BG in their Bankers letter head is acceptable.

(or)

2. BANK GUARANTEE FOR CONTRACT PERFORMANCE (CBG):

(Covering delivery obligations as well as warranty)

The bidder shall arrange to furnish Bank Guarantee in NLCIL Standard Format in Rs.100 Stamp Paper for the faithful execution of the contract including warranty obligations for 10% of the total order value within 60 days from the date of purchase order or the delivery period prescribed in the Purchase Order, whichever is earlier, for order value of Rs.10 Lakhs and above. This Bank Guarantee should be sent to The Head of Unit/Materials Management, Neyveli – 607 807. The period of warranty shall be for 12 months from the date of commissioning or 18 months from the date of Last supply of IDT whichever earlier.

The bank guarantee shall be valid for warranty period plus claim period of 3 months thereafter.

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. Except bid 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 /
MM, Materials Management
Complex, Dr. Rajendra Prasad
Road, NLC India Ltd.,
Block27.Neyveli-607 807.

The Bank guarantee issued by the Issuing Bank on behalf of Bidder/Contractor/Supplier in favour of NLC India Ltd shall be in paper form as well as issued under the “**Structured Financial Messaging System**”. The details of beneficiary for issue of BG under SFMS platform is furnished below.

Name of Beneficiary & Its details		Beneficiary Bank, Branch & Address	IFSC Code
Name	Unit / Area / Division		
NLC India Limited	Materials Management Complex	State Bank of India, Block-2, Neyveli – 607801	SBIN0000958

The above particulars are to be incorporated by the issuing bank properly while issuing BG



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under SFMS mode.

Any Bank Guarantee submitted in physical mode which cannot be verifiable through SFMS will be rejected summarily.

The Bank Guarantee shall be furnished as per respective format prescribed by the NLCIL and shall be submitted on Non-judicial stamp paper as per stamp act (at present not less than Rs.80/- stamp paper in the state of TN) and the stamp paper shall be in the name of the Bank or in the name of NLCIL.

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 whatsoever, 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 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.

4. GENERAL GUARANTEE FOR WARRANTY (GGW):

The bidder shall furnish a General Guarantee for Warranty in NLCIL Standard format in Rs.100/- stamp paper for the warranty of the material supplied. The period of warranty shall be for 12 months from the date of commissioning or 18 months from the date of Last supply of IDT whichever earlier. The Guarantee should be sent to The Chief General Manager Materials Management, Neyveli – 607807 before the commencement of the supply. Otherwise, the bidder's bill will remain unpaid.

During the warranty period if the material is taken out of services for one week or more for



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carrying out any repairs/replacements/modifications the warranty period shall be extended automatically by the period of down time.

Note: Common to Bank Guarantees and General Guarantee for Warranty.

If the Guarantee is not received within the due date or received in a different format, the Purchaser shall have the option, either to cancel the order at the risk and cost of the bidder and / or to reject the Bank Guarantee at their discretion. The Bank Guarantee shall be valid for delivery period and / or warranty period plus three months.

1. All the formats for the Guarantee required to be furnished in connection with this enquiry are available at NLCIL's website www.nlcindia.com and may be downloaded.
2. NLCIL will accept Bank Guarantee furnished by Nationalized/Scheduled Banks only other than The Bank of China.
3. All the original Bank Guarantees are to be furnished directly by the Bank to NLCIL either by RPAD /Courier.
4. The Payment will be made only on acceptance of BG/GGW.
5. The warranty period will be as indicated in the Tender Enquiry.
6. The Bidder shall be released from all his liabilities and responsibilities under the contract only at the end of the warranty period or after fulfillment of all warranty obligations whichever is later.
7. In case of foreign bidders, GGW is acceptable in their Letter Head.

16.0 DELIVERY SCHEDULE:

The indigenous bidders should offer delivery on FOR Destination basis only and deliver as per the indicated delivery/time schedule at site (GSECL Solar Park ,Khavda –Gujarat). The period is inclusive of NLCIL / Third Party Inspection if any, or for obtaining Govt. / Govt. approved Lab certificates, if any.

The Time Schedule for the entire Supply is 180 days from the date of issue of PO is detailed as below:

S.no	Delivery Schedule	Timeline
1	Submission of drawing	1-10 days
2	Drawing approval	11-15 days
3	Delivery period (100%)	16-180 days

17.0 PRICE REDUCTION CLAUSE:

It is to be clearly understood that time is the essence of the contract. Therefore, delivery of the goods specified in the purchase order should be made within the time prescribed. Where the



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bidder 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 Material(s)/Equipment(s), then, unless such failure is due to Force Majeure or due to Purchaser's defaults, total contract/purchase order price shall be reduced by ½% (Half percent) of the unsupplied contract/purchase order price, per week of delay or part thereof, subject to a maximum of 5% (five percent) of the Total Contract/Purchase Order Price, by way of reduction in price for delay and not as penalty.

The time schedule for Delivery of Material(s)/Equipment(s)/Service(s) as stipulated in the Contract 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 Contractor in the delivery of the Material(s)/Equipment(s)/Service(s) or any of them beyond the stipulated time schedule of Delivery, the CONTRACTOR shall forthwith inform PURCHASER in writing of such anticipated delay and of the steps being taken by the Contractor to remove or reduce the anticipated delay, and shall promptly keep PURCHASER informed of all subsequent developments.

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

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

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



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Both CONTRACTOR 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 CONTRACTOR and the said amount will be payable on demand or said amount will be adjusted from the amount payable to the CONTRACTOR 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 CONTRACTOR.

Without prejudice to PURCHASER'S rights on Price Reduction Clause hereof 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 Contract 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 CONTRACTOR and recover from the CONTRACTOR any additional cost incurred by PURCHASER on such purchase, or recover from the CONTRACTOR without such purchase the difference between the market and contract price of such Material(s)/Equipment(s)/Service(s) on the date of termination of Contract 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 CONTRACTOR. The Purchaser may, without prejudice to any method of recovery, deduct the amount of PRICE REDUCTION from any amount due to the Contractor, under this or under any other Contract awarded by the Purchaser in his /their favour.

18.0 EXTENSION OF TIME:

- a. As soon as it is apparent that the scheduled dates in the Contract cannot be adhered to, the Bidder shall send an application for extension of time to the Purchaser, before the stipulated date. Should, however, deliveries be made after expiry of contract delivery period without prior concurrence of the Purchaser and be accepted by the Purchaser, such



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deliveries will not deprive the Purchaser of his right to apply price reduction clause. 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 Bidder.

- 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 Bidder, 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 bidders, though their employment may have been sanctioned, shall not be admitted as a reasonable ground for any extension of time or for exempting the bidder 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 bidder.

- 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 contract 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 contract, within the time agreed and shall not tantamount to waiver.

19.0 FORCE MAJEURE:

The following shall constitute Force Majeure:



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

19.0(A) DELIVERY CONDITIONS:

The performance of the bidder, who failed to stick to the delivery schedule in earlier tenders, shall be taken into account in evaluation of the subject tender.

19.0(B) TEST CERTIFICATE:

Wherever Test Certificate is applicable, the date for reckoning Price Reduction as per clause 17.0 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 site.
- 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 reckoned date for calculating Price Reduction as per clause 17.0.

20.0 PRICE REDUCTION FOR BELATED DELIVERY:

The stores 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)/Equipment(s), then, unless such failure is due to Force Majeure or due to Purchaser's defaults, total contract/purchase order price shall be



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reduced by ½% (Half percent) of the unsupplied contract/purchase order price, per week of delay or part thereof, subject to a maximum of 5% (five percent) of the Total Contract/Purchase Order Price, by way of reduction in price as per clause 15.0 for delay and not as penalty.

And / or

- b. To purchase elsewhere, without notice to the bidder on account and at the risk and cost of the bidder, the stores not delivered / rejected / not replaced, without canceling the contract. Should however, in the opinion the Purchaser, such stores, 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 bidder as aforesaid.

The opinion of the Purchaser in the matter of such risk purchase shall be final and binding on the bidder 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 Stores at the risk and cost of bidder.

In the event of action being taken under (b) and/or (c) above, the bidder shall be liable for any loss, which the Purchaser may sustain on that account. But the bidder 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 binding on the bidder. It shall not be necessary for the Purchaser to send a notice of such repurchase to the defaulting bidder.

These rights shall be without prejudice to the right of the Purchaser to recover damages for breach of contract by the bidder 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.

If the goods are delivered within the stipulated time, but rejected by the Purchaser as not being in conformity with their specification, the bidder shall make replacement of the rejected goods within 30 days of receipt of intimation of such rejection by the purchaser, failing which Price Reduction as per clause 15.0 for the delay in replacement will be levied.

If the bidder fails or neglects to replace the goods even after levying Price Reduction as per clause 15.0, the purchaser is entitled to initiate action as (c) above.

21.0 INSURANCE:



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The bidder 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 bidder. The bidder shall be responsible for preferring of all claims as applicable and make good at the bidder's own cost for the damage or loss by way of replacement of the items damaged or lost. The bidder 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 bidder's notice without waiting for the settlement of insurance claim. The transfer of title shall not in any way relieve the bidder of the above responsibilities during the period of 'contract'.

22.0 INSPECTION

22.1 INSPECTION OF BIDDER'S WORKS:

The Purchaser reserves the right to inspect the Bidder's works to assess their credentials and capabilities before finalization of the tender. Such inspection of the bidder's works at the discretion of the Purchaser is without prejudice to their right of inspection of stores at the Bidders works during the course of manufacture, before Dispatch of the Stores and also after receipt of stores at Purchaser's site.

22.2 INSPECTION OF MATERIAL BEFORE DISPATCH:

Prior intimation shall be given to NLCIL at-least 15 days before Inspection. Further the supplier shall supply the material at the project site without any damages. In case of any damage to the supplied items, the same shall be replaced by the supplier at free of cost. Inspection will be carried out by NLCIL or NLCIL's third party Agency.

23.0 INSPECTION OF STORES:

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

If the materials are rejected by the third party Agency / NLCIL, 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 etc. No further inspections shall be done on the same if they are rejected again, and



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the P.O. will be cancelled at the risk & cost of the supplier.

In case of orders placed on weight basis, NLCIL's weighment is final.

24.0 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.

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 rejected IRR. The undertaking shall be in the prescribed format.
- iii. The supplier/ their Authorized Person shall furnish the following documents to the Store in charge while taking delivery of the Rejected Materials.
 - a. Authorization Letter.
 - b. Copy of Rejected IRR.
 - c. Copy of GeM CRAC and GeM Contract (in case of GeM Order).

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:



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Place:

Date :

d. ID copy of Authorised Person. The undertaking will be as per the following format:

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 IRR. If the supplier fails to take back the rejected materials even after 60days from the date of rejection IRR, 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.

25.0 VALIDITY:

Validity of the bid shall be for 120 days.

26.0 RESULTS:

The Techno commercial offers shall be made available online to the participated bidders after opening of the Techno commercial bid. The Price offers shall be made available online only to the techno commercially qualified bidders after opening of the Price bid and evaluation.

However the unsuccessful bidders will not be informed of the result of the tender.

27.0 QUANTITY:

NLCIL reserves the right to reduce quantity at the time of placement of orders. NLCIL may also opt to omit certain items at the time of order placement.

28.0 MANNER OF EXECUTION OF CONTRACT:



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If the offer of the bidder is accepted, a regular Purchase Order as per Terms and Conditions of enquiry as modified and mutually agreed by the bidder and the Purchaser will be issued through online. The bidder shall send an e-mail to the Purchaser as a token of acceptance to the Purchase Order within 2 days from the date of order, otherwise this will be deemed to have been accepted by the bidder.

29.0 BREACH OF CONTRACT:

The Purchaser may at any time, by notice in writing, summarily terminate the contract without compensation to the bidder, in any of the following events that is to say.

- i. If the bidder commits any breach of contract not herein specifically provided, that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Purchaser provided, also that the bidder shall be liable to pay the purchaser for any extra expenditure he is thereby put to but shall not be entitled to any gain on repurchase
(or)
- ii. If the bidder being an individual or if a firm or any partner in the bidder's firm shall at any time by adjudged insolvent or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act,
(or)
- iii. If the bidder being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a Receiver or Manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a Receiver or Manager.

30.0 LIMITATION OF LIABILITY

Except in case of Criminal Negligence or Willful Misconduct,

The **Vendor/Supplier** shall not be liable to the purchaser, whether in contract, 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 and liquidated damages to the Purchaser,
and

The aggregate liability of the **Vendor/Supplier** to the Purchaser, whether under the Contract, in tort



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or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the **Vender/Supplier** to indemnify the Purchaser with respect to Patent infringement.

31.0 DISPUTE RESOLUTION

A. Informal dispute resolution:

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 receipt of intimation of the dispute by the Purchaser.

Save as hereinafter provided, in respect of a dispute so referred, the decision of the Purchaser shall be final and binding upon the Parties until the completion of the Contract and shall forthwith be given effect to by the Contractor who shall proceed with the Contract with all due diligence, whether or not either Party has sought Conciliation/arbitration of the dispute as herein after provided.

The Parties agree to use reasonable efforts to resolve all disputes equitably and in good faith.

B. Conciliation:

(i) If the party is dissatisfied with the decision rendered by the Purchaser, or if the Purchaser omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party shall require by a notification that the dispute be referred to Conciliation in the manner as per the NLCIL Conciliation Rules, copy of which is available with the NLCIL offices and the Bidders/Contractors shall abide by the,, NLCIL 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 / ban the party from seeking reference to Conciliation.

(ii) Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be settled by Conciliation in accordance with „NLCIL Conciliation Rules’. The Conciliation shall be held at Neyveli

/ Chennai / Tuticorin / Barsingsar / or in a place within India mutually agreed by the



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parties. The Conciliation proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.

- (iii) There shall be three Conciliators, who will be appointed as per Section-5 of the „NLCIL Conciliation Rules’.
- (iv) The Contract agreement / Purchase 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.
- (v) For the purpose of this clause, the term “dispute “ shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, 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).
- (vi) Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to.
- (vii) Once the settlement agreement is signed with respect to a dispute, the same dispute is not subject to further appeal through Arbitration or Judicial Proceedings.
- (viii) Anything not found included in the,, NLCIL 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.

32.0 ARBITRATION:

- a. In the event of any question or dispute arising out of or under these conditions or under any special conditions of the contract or in connection with or in relation to this contract (except as to any matters, the decision of which is specifically provided as final and binding on the bidder) the same shall be referred for the Arbitration. The Arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules, if any, there under and any subsequent statutory modifications. There shall be Three Arbitrators of whom each party shall appoint one. The party requesting that the dispute be referred to arbitration shall 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



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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. If a party fails to appoint an Arbitrator within 30 days from the receipt of the request to do so, from the other parties, or if the party appointed Arbitrators, fail to agree on a Third Arbitrator, the Arbitrator(s) not so appointed and the Third Arbitrator, as the case may be, shall be appointed in the manner provided in the Arbitration and Conciliation Act, 1996.

- b. The venue of Arbitration shall be Neyveli or such other place as may be determined by the Arbitrators.
- c. The Arbitration proceeding shall be conducted and award shall be rendered in English. The award shall state the reasons upon which it is based.
- d. Supplies and / or services under the Contract shall, if reasonably possible, continue during the arbitration proceedings.

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)/issue(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 document.”

Settlement of Commercial Disputes between CPSEs inter se and PSEs and Government Department(s):

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



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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.

33.0 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.

Bidder shall submit the Declaration as per the Format attached herewith (Declaration Format attached)

“NLCIL RESERVES ITS RIGHT TO NOT TO CONSIDER THE OFFER FOR FURTHER PROCESS OF THE BID / TENDER, IF THE BIDDER FAILS TO ADHERE / COMPLY WITH ANY OF THE TENDER CONDITIONS / REQUIREMENTS”.

* * * * *



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CHECK LIST

(to be submitted by bidders in Cover-I of the Offer)

The bidders shall ensure that before submitting their offers, the following details/documents are furnished/enclosed in Cover-I of the Offers.

Sl. No.	Description	Whether enclosed (to be filled by bidder as "YES")
1.	Details of Cost of Tender Document paid (or) Document for exemption from payment of Cost of Tender Document (in case of MSE/NSIC bidders) (as per requirement of NIT conditions)	
2.	a. For MSE vendors – Udyog Aadhar Memorandum/ Udayam Registration Certificate (UAM)/(URC) enclosed.	
	b. Declaration of UAM /URC number on CPP Portal	
3.	EMD / Bid Guarantee amount (or) Document for exemption from furnishing EMD / Bid Guarantee amount(in case of MSE/NSIC bidders) (as per requirement of NIT conditions)	
4.	Integrity Pact (If Applicable)	
5.	Local Content Certificate including Audited Certificate	
6.	Certificate of Declaration by Bidder	

Signature of bidder



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LOCAL CONTENT CERTIFICATE

Certified that the local content/value addition in the offered item(s) under NLCIL Tender ENQ NO: _____ DT: _____ as per “MAKE IN INDIA” Policy of Government of India is as follows:

1)	Name of the Item	:	
2)	Whether any part / raw material is imported for manufacturing of Tendered Item. (If Yes, Please Specify the details)	:	
3)	Percentage of Local Content/Value addition made in India.	:	
4)	Details of Location(s) at which the local value addition is made.	:	

Place:

Date:

Signature of the Bidder

Name of the Firm with Seal



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Certificate of Declaration By Bidder

ENQUIRY NO: ----- Dt:-----.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered”.

Station :

Signature of the Bidder

Date :

Name of the Bidder with Seal



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**RTGS PAYMENT / E-PAYMENT MANDATE FORM
(TO BE FURNISHED ALONGWITH THE BID)**

I/We here by authorize M/s NLC India Limited, Neyveli Accounts Centre /MM Complex to settle our bills / dues in respect any of our Contracts / Agreements / pay bill deductions (if any) through Electronic / RTGS mode.

VENDORCODE :

Bank Account details are

1. VENDORNAME :
2. NAME OF THE BANK AND ADDRESS OF THE BRANCH :
3. BANKBRANCHCODE :
4. BANKACCOUNTNUMBER :
5. IFSC Code of the Branch :

I / We here by agree for the deduction of bank charges, if any, levied by the bank for the above facility from the Bills /dues.

Place:

Authorizer Signature

Date:

with Designation and

Office Seal

VERIFICATION BY THE BANK

We (Name of the Bank) having our branch at
....(Branch Address) have verified the above bank accounts details with our bank records and found to be correct.



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Bank's Common Seal

Branch Manager with official seal

Note:

E payment facility is presently available free of bank charges for State bank of India a/c holders.
For other bank a/c holders bank charges are applicable.

* * * * *



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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



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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- 1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - 2 The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.



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3 The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/Contractor

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits

himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to form cartels in the bidding process.
3. The Bidder /Contractor will not commit any offence under the relevant Anticorruption Laws of India: further the Bidder /Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
5. The Bidder / Contractor of foreign origin shall disclose the name and address of the Agents / representatives in India, if any. Similarly the Bidder / Contractor of Indian Nationality shall furnish



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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

- (1) 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. If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder /Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely, provided such systems has been audited by an independent agency.

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages



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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.



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

Section 9 - Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion 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.



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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

Place

Date

Witness 1.....

Witness1

Witness 2.....

Witness 2.....



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DETAILS OF INDEPENDENT EXTERNAL MONITORS

Sl. No.	Name and Address	Phone No. and e-mail
1	Shri. Rakesh Jain, IA&AS (Retd.), Dy.Comptroller & Auditor General, Flat No. 701, Platinum Tower, Chandrakala Colony, Durgapura, Jaipur - 302018.	e-Mail : rakeshjain18@ hotmail.com
2	Shri. Lov Verma, IAS(Retd.) Secretary, Dept. of Empowerment of Persons with Disabilities, GOI, K-41, Fourth floor, Louisville-II, New Delhi - 110049.	e-Mail : lov_56@yahoo.com
3	Shri. Ramabhadran Ramanujam, IAS (Retd.) 44/24, Third Trust Cross Street, Mandavelipakkam, Chennai- 600028.	e-Mail: raamaanuj@gmail.com



SUPPLY OF INVERTER DUTY TRANSFORMER FOR 600 MW SOLAR PROJECT IN GSECL'S SOLAR PARK AT KHAVDA (GSECL Stage-2), GUJARAT.

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FORMAT OF COMBINED BANK GUARANTEE (CBG) FOR CONTRACT PERFORMANCE

(COVERING DELIVERY OBLIGATIONS AND WARRANTY OF THE EQUIPMENT)

NOTE:

1. This guarantee has to 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 as per Stamp Act (at present not less than Rs.80.00 stamp paper)
3. The stamp papers should have been purchased either in the name of 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.

Bank Guarantee No :.....

Date :.....

To

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamil Nadu, India.
Phone: 0091-4142-212393.

Dear Sirs,

- 1.0 In consideration of the NLC India Limited, Neyveli herein after referred to as the PURCHASER, which expression shall unless repugnant to the context or meaning, thereof include its successors, administrators, representatives and assignees, having awarded in favour of M/s.....having registered office at..... hereinafter referred to as the SELLER, which expression shall,



SUPPLY OF INVERTER DUTY TRANSFORMER FOR 600 MW SOLAR PROJECT IN GSECL'S SOLAR PARK AT KHAVDA (GSECL Stage-2), GUJARAT.

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unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a contract, hereinafter referred as the “PURCHASE ORDER” for the supply of on terms and conditions set out interalia, in the PURCHASER's Purchase Order No.....dated as well as “PURCHASE ORDER” documents,

valued at Rs.....(Rupees.....only) and the same having been unequivocally accepted by the SELLER and the SELLER having agreed to provide a Contract Performance Guarantee for the Faithful Performance of the entire “PURCHASE ORDER” including the warranty obligations / liabilities under the purchase order equivalent to 10% of the said value of the purchase order to the PURCHASER amounting to Rs.....(Rupees.....only) as purchase order security in the form of a Bank Guarantee.

2.0 We,(Name of Bank and address) herein after referred to as the "Bank" which expression, shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, do hereby irrevocably guarantee and undertake to pay the PURCHASER merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the SELLER by reason of any breach by the said SELLER of any of the terms and conditions of the said PURCHASE ORDER including non-execution of the “PURCHASE ORDER” to the extent of 10% of the purchase order price at any time up to(day).....(month).....(year). 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 SELLER or any dispute or disputes raised / pending before any court, tribunal, arbitrator or any other authority. The bank agrees that the guarantee herein contained shall continue to be enforceable till the sum due to the PURCHASER is fully paid and claims satisfied or till the PURCHASER discharges this guarantee.

The bank further irrevocably guarantees and undertakes to pay on mere demand, without any demur, reservation, contest, recourse or protest any and all monies due and payable by the



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SELLER by reasons of non-fulfillment of any of the following obligations:

3.0 For the successful and satisfactory operation of the materials supplied under the said purchase order as per the specifications and documents. That the materials supplied under the said purchase order shall be new and in conformity with purchase order documents and be free from all defects in design, engineering, material workmanship and performance including modifications, improvements and replacements for a period of.....Calendar months from the date of commissioning ormonths from the date of receipt of complete materials at site whichever is earlier. Immediately upon commissioning of the equipments and successful completion of take over test of the equipment and that immediately upon intimation / written notice from the PURCHASER, the SELLER shall remedy free of expenses, to the PURCHASER such defects as noticed and developed under the normal use of the said equipment, within the said guarantee period.

4.0 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 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.

5.0 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.

6.0 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



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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.

7.0 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.

8.0 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 notwithstanding any other security or guarantee that it may have, relating to the SELLER'S liabilities.

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....(Rupees... only)

and it will remain in force upto(date) 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. Unless demand is made on us in writing on or before(date) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereafter.

Dated at thisday of.....(month) (year)

Signature
Name
(in Block letters)
Designation.....
(Staff Code No.).....
Official address:



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(Bank's common Seal) Attorney as per power of Attorney No.

Date:

WITNESS

1.....
(Signature with Name, Designation & Address)

2.....
(Signature with Name, Designation & Address)

Note : This Bank Guarantee should be directly sent to the Purchaser by the issuing Bank under RPAD or Courier.



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FORMAT OF BANK GUARANTEE FOR FAITHFUL PERFORMANCE OF CONTRACT

(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

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamil Nadu, India.
Phone: 0091-4142-212393.

Dear Sirs,

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



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S.No.	Description	Qty.	Value
-------	-------------	------	-------

We, the undersigned (Name of the Bank and Address)..... having
.....o
ur 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.....(Rupees
.....o
nly) 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.

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.



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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.



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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 notwithstanding 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 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.

Signature

Name

(in Block letters)

Designation

(Staff Code No.).....

Official address:

(Bank's common

Seal) Attorney as per power of Attorney



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No.

Date:

WITNESS:

1.....
(Signature with Name, Designation & Address)

2.....
(Signature with Name, Designation & Address)

Note : This Bank Guarantee should be directly sent to the Purchaser by the issuing Bank under RPAD or Courier.

FORMAT OF GENERAL GUARANTEE FOR WARRANTY

(To be furnished in Stamp paper as per Stamp Act) (Stamp



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Paper should be purchased in the name of the SELLER)
(At present not less than Rs.80/- Stamp Paper)

To

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamil Nadu, India.
Phone: 0091-4142-212393.

Dear Sirs,

We the Undersigned.....hereby
guarantee satisfactory operation of supplied by
us to you against your purchase order No.....for a period
of.....*calendar months* from the date of commissioning or months from the date of
receipt of complete material at site whichever is earlier and shall be responsible for failure of the
material to conform to the standard of performance, proficiency, production and / or out-turn
stipulated or implicit in the order and for any defects that may develop under proper use arising
from the use of faulty materials, design or workmanship in the supply made and shall remedy
such defects at our cost. for.....

Station:

(Signature with Name and Designation)

Date:

Company Seal

Witness:

1. Signature with
Name, Designation & Address.

2. Signature
with Name, Designation & Address

DECLARATION BY THE BIDDER REGARDING BANNING/DEBARRING/BLACKLISTING OF THE FIRM
(For online tenders, the Declaration shall be Digitally Signed)



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I/We, hereby declare that our Firm/Entity/Company is not banned/debarred/blacklisted by any other Central Public Sector Enterprises (CPSEs)/Government Entities as on the date of original scheduled date of tender opening.

I/We, hereby agree that 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, the same will amount to the suppression of the material information, and our offer / bid will be disqualified by NLCIL, if the tender is under process. If already awarded, then the Purchase Order/Contract will be terminated by NLCIL.

In the above circumstances, I/We, will not have any claim on NLCIL towards such disqualification or termination of Contract/Purchase Order.

Digitally Signed by the Bidder.

**DECLARATION BY THE BIDDER REGARDING BANNING / DEBARRING/ BLACKLISTING
OF THE FIRM**

(For offline tenders, the Declaration shall be given in the letter head of Bidding firm and to be signed



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by Authorised Signatory)

I/We, hereby declare that our Firm/Entity/Company is not banned/debarred/blacklisted by any other Central Public Sector Enterprises (CPSEs)/Government Entities as on the date of original scheduled date of tender opening.

I/We, hereby agree that 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, the same will amount to the suppression of the material information, and our offer / bid will be disqualified by NLCIL, if the tender is under process. If already awarded, then the Purchase Order/Contract will be terminated by NLCIL.

In the above circumstances, I/We, will not have any claim on NLCIL towards such disqualification or termination of Contract/Purchase Order.

Signature :

Name in Block Letter :

Designation :

Date :

Company Seal :

CHECKLIST

The supplier (Both Indian and Foreign) shall furnish the following details / documents along with the



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Supply.

Sl. No	Description	Supplier's Response
1	Purchase Order No & Date	Text entry(Mandatory)
2	Description of the material	Text entry(Mandatory)
3	Name & address of the Supplier	Text entry(Mandatory)
4	Contact Phone No /Mobile No	Number(Mandatory)
5	Alternate Contact No	Number(Optional)
6	Email id	Text entry(Mandatory)
7	GST Registration No	Text entry(Mandatory)
8	PAN NO	Text entry(Mandatory)
9	Party Code (If already registered with NLCIL for e-payment)	Text entry(Optional)
10	If the supplier is not having Party Code allotted by NLCIL for e-payment, then furnish the following details.	
10.1	Bank Account No	Number(Mandatory)
10.2	Name of Bank	Text entry(Mandatory)
10.3	Name of Branch with address	Text entry(Mandatory)
10.4	Branch code	Number(Mandatory)
10.5	IFSC Code	Text entry(Mandatory)
11	Mode of Despatch	Text entry(Mandatory)
12	Invoice No & Date	Text entry(Mandatory)
13	General Guarantee for Warranty (if applicable)	Whether already submitted as per PO conditions. If so, details to be furnished along with SFMS conformation.
14	Bank Guarantee for faithful performance (if applicable)	
15	Combined Bank Guarantee (if applicable)	
16	Test certificate (if applicable)	
17	Third party Inspection Report (if applicable)	Yes/No

Foreign supplier shall furnish the following Shipping documents through Bankers payable through State Bank Of India.

1	Original Bill of lading / Airway Bill	Text entry(Mandatory)
2	Commercial Invoice	Text entry(Mandatory)
3	Packing List / Despatch Note	Text entry(Mandatory)
4	Soundness certificate that the goods are shipped / dispatched in sound conditions	Text entry(Mandatory)
5	Catalogue or relevant pages of catalogue/ pamphlets or illustrative literature, if any	Text entry(Mandatory)
6	Certificate of Country of Origin	Text entry(Mandatory)
7	Copy of Transit Insurance Declaration	Text entry(Mandatory)
8	Third Party Inspection dispatch clearance, if applicable	Text entry(Mandatory)
9	Any other relevant document if applicable	Text entry(Mandatory)

Note: All eligible payments shall become due and payable only after submission of the above documents as applicable for the supplier and acceptance by the purchaser.



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ANNEXURES

ANNEXURES	DESCRIPTION
Annexure – A	Format of Bid Guarantee
Annexure - B	Form of Bid, Part-I (Techno-commercial Bid)
Annexure - C	Form of Bid, Part-II (Price Bid)
Annexure – D	Format of Affidavit
Annexure – E	Integrity Pact Programme
Annexure – F	Proforma for Letter of Undertaking from the Holding Company
Annexure - G	Proforma of certificate from the CEO/CFO
Annexure - H	Proforma For Retention Money Bank Guarantee
Annexure - I	Proforma For Advance Payment Bank Guarantee



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**ANNEXURE-A
FORMAT OF BID GUARANTEE**

- 1) This guarantee should be furnished by a Scheduled Commercial Bank in India, authorized by RBI, other than Bank of China in the same format as given below.
NLCIL reserves its rights to reject the Bank Guarantee if the same is not in the specified format.
- 2) The bank guarantee should be furnished on stamp paper of value not less than Rs.80/-.
- 3) The bid guarantee amount shall be in Indian rupees only.
- 4) The bid guarantee shall be executed only as per the format prescribed by NLCIL. In the event of any deviation the decision of NLCIL as to whether the same could be accepted or not is final and binding on the bidder.
- 5) The stamp paper should be purchased in the Name of the Bank executing the Guarantee/Name of the bidder. The date of purchase of stamp paper shall be on or before the date of execution of Bank Guarantee.
- 6) NLCIL reserves its right to reject the offer of the bidder, if any of the above conditions are not adhered to while furnishing the bids.
- 7) The bank guarantee issued by the issuing Bank on behalf of Bidder in favour of "Name of Company" shall also be confirmed through Structural Financial Messaging System (SFMS).
- 8) Bank Guarantee submitted in physical mode, including EMD/Bid Guarantee, which cannot be verifiable through SFMS will be rejected summarily.

REF: Tender No.....

DATE:

BANK GUARANTEE No:

To

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamil Nadu, India.
Phone: 0091-4142-212393.

Dear Sirs,

In accordance with your "Invitation to Bid" under your Tender No. M/s

.....herein after called the Bidder, having its registered office/head office at with the following Directors on their Board of Directors / partners of the firm:

- | | |
|---------|--------|
| 1. | 2..... |
| 3..... | 4..... |
| 5..... | 6..... |



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7.....
9.....

8.....
10.....

wish to participate in the said bid for

As an irrevocable Bank Guarantee against Bid Guarantee for a sum of INR/FC.....(in words and figures) valid for 120 days from..... (the date of bid opening) is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid documents.

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

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

Notwithstanding anything contained herein:

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

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

Signature :

Name :

Designation :

Staff Code No.:

Banker's Seal :

Date :

WITNESS

1. Signature.....

Full Name in (Block Letters)

Designation

Address

2. Signature.....

Full Name in (Block Letters)

Designation

Address



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**ANNEXURE –B
FORM OF BID**

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

From:

To:

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamil Nadu, India.
Phone: 0091-4142-212393.

Sub :

Ref : Tender No. / /, Dt.

Dear Sirs,

1. Having carefully examined the Tender Documents attached to your Invitation to Bid
o _____ 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/Purchase order and to complete and deliver the whole of the work and responsibilities comprised in
the Contract as per Time Schedule given in Tender Documents.
4. We are submitting the Bid Guarantee for a sum of (Rupees..... only) as instructed by you. This Bid
Guarantee shall be governed as per the stipulations provided in the "Instructions to Bidders".
5. We agree to abide by and keep our Bid valid initially for a period of 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 Combined Bank Guarantee for Contract Performance as per the



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proforma prescribed by NLC India Ltd and acceptable to NLC India Ltd and for the sum equal to 10% of the "Contract Price ", for the entire scope of work within 60 days from the date of Letter of Award/Purchase order.

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.

9. We have noted the contents of clause 9.0 of Volume-IB in line with DIPP order and its subsequent Amendments and confirm compliance to the requirements.

Signed this -----day of ----- 2024

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



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ANNEXURE - C

FORM OF BID

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

NLCIL's Tender No. :

Dated :

Our Bid No :

From:

To:

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamil Nadu, India.
Phone: 0091-4142-212393.

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 – Table 1) enclosed herewith.
2. In the event of our offer being accepted, we agree to furnish a Combined Bank Guarantee for Contract Performance as per the proforma prescribed by NLC India Limited and acceptable to NLC India Limited and for the sum equal to 10% (Ten percent) of "Total Contract Price" within 60 days from the date of Letter of Award/Purchase order.

Signed this -----day of ----- 2024.

Signature :

Name :

Designation :

Company :

Company Seal

Date :



SUPPLY OF INVERTER DUTY TRANSFORMER FOR 600 MW SOLAR PROJECT IN GSECL'S SOLAR PARK AT KHAVDA (GSECL Stage-2), GUJARAT.

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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. /, 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.

i) I/We Partner / Legal Attorney / Proprietor/ Accredited Representative of M/s..... declare that, we are submitting our offer/bid for the supply of Equipment/material/works/services vide our offer..... dated

ii) The contents/enclosures/documents of the offer are submitted after fully understanding that all the information furnished by me / us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid.

iii) During the verification of offer or even at a later date, if any information or document submitted by me/us 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 forfeiture of EMD/Bid Guarantee/Security Deposit/Contract Performance Guarantee and action of suspension/banning/debarring/black-listing 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-F

PROFORMA OF LETTER OF UNDERTAKING FROM THE HOLDING COMPANY

(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

(To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Techno-Commercial Bid, Applicable to the Bidder for meeting the stipulated Financial Qualifying Requirement)

Ref. :

Date :

To

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamil Nadu, India.
Phone: 0091-4142-212393.

Dear Sirs,

1.0 We, M/s..... declare that we are the holding company of M/s (Name of the Bidder) and have controlling interest therein. M/s. (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for.....(Name of the Project) under bid reference no. dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement as per Clause No. -----of Bid Data Sheet.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), in case they are awarded the Contract for the said package, at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of the Bidder/Contractor.

3.0 This undertaking is irrevocable and unconditional, and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by Employer.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.



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Yours faithfully

(Signature of Authorised Signatory on behalf
of the Holding Company)

Witness : (1)

(Name & Designation)

(2)

(Name of the Holding Company)

(Seal of the Holding Company)

Date:

Place:



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ANNEXURE- G

PROFORMA OF CERTIFICATE FROM THE CEO/CFO

(To be submitted by Bidder along with the Techno-Commercial Bid)

Ref.:

Date:

To

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27,
Neyveli - 607 807. Tamil Nadu, India.
Phone: 0091-4142-212393.

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- H

PROFORMA FOR RETENTION MONEY BANK GUARANTEE

Note:

This Guarantee should be furnished by a Scheduled Commercial Bank authorized by Reserve Bank of India other than Bank of China.

- i). The Bank Guarantee should be furnished on Stamp Paper of value of not less than Rs.80/-
- ii). The Stamp papers should be purchased in the name of Bank executing the Guarantee / name of the supplier.
- iii). The bank guarantee issued by the issuing Bank on behalf of supplier in favour of "NLC India Limited (NLCIL)" shall also be confirmed through Structured Financial Messaging System (SFMS).
- v). Bank Guarantee submitted in physical mode, which cannot be verifiable through (SFMS) will be rejected summarily.

Place: _____ Bank Guarantee No: _____ Date: _____

To

The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27, Neyveli - 607 807.Tamilnadu, India.
Phone: 0091-4142-212393

Dear Sirs,

1 Pursuant to the Contract, hereinafter referred to as "The Contract" 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 the NLCIL, 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 ____ 2024 vide Letter of Award/Contract No. _____ dated _____, the SUPPLIER have undertaken to _____ for the _____ as per the prices indicated hereunder

1 According to the said contract, the PURCHASER has undertaken to make the final payment of Rs. _____ (Rupees _____) being the ____% of the supply portion/erection portion/contract value (delete whichever is not applicable) against issuance of Retention Money Guarantee by a Bank for Rs..... the value of the supply portion/erection portion/contract value (Delete whichever is not applicable).

2 For this Retention Money 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 the PURCHASER merely on demand without any previous notice and without any demur reservation, protest, contest



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and without recourse to the SUPPLIER and without referring to any other source, any and all monies paid by the PURCHASER, but not exceeding Rs. _____ (Rupees _____ only) provided the PURCHASER advises us that the SUPPLIER has failed to fulfil his contractual obligations stipulated in the said contract, 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.

3 This Guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S)/SUPPLIER(S).

4 This Guarantee will become invalid three months after the successful completion of the performance tests by the SUPPLIER and acceptance thereof by the PURCHASER of all the parts of the _____ equipment under the said Contract or as soon as this letter of guarantee has been returned to us, at the latest, however, on _____ 20_____ unless a claim has been lodged with us under this guarantee before that date.

5 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.

6 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 notwithstanding any other security or guarantee that it may have in relation to the SUPPLIER liabilities.

7 This guarantee shall remain in force upto and including _____ any 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.

8 The Bank further agrees that the decision of the PURCHASER as to the failure on the part of the SUPPLIER to fulfil the contractual obligations stipulated in the said Contract and/or to the amount payable by the Bank to the PURCHASER shall be final, conclusive and binding.

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

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

11 Notwithstanding anything contained herein:

- (a) Our liability under this guarantee shall not exceed Rs..... (Rupees
- (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 if you serve upon us a written claim or demand on or before.....

Signed this _____ day of _____ 2024.



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Signature :
Name :
Designation :
Staff Code No :

Bank Seal

Date :

Witness:

1. Signature :
Full name in block letters :
Designation :
Address :

2. Signature :
Full name in block letters :
Designation :
Address :



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ANNEXURE- I

PROFORMA FOR ADVANCE PAYMENT BANK GUARANTEE

NOTE.

1. This guarantee has to be furnished by a Scheduled Commercial Bank, authorized by RBI, except Bank of China.
2. The Bank Guarantee should be furnished on stamp paper of value of not less than Rs.80/-
3. The stamp papers should be purchased in the name of Bank executing the guarantee or name of supplier.
4. The BGs must be sent to the organization directly by the issuing bank under Speed Post.
5. In exceptional cases, where BGs are received through supplier etc. the issuing branch shall immediately send by Speed Post an unstamped duplicate copy of the guarantee directly to the organization with the covering letter.
6. The bank guarantee issued by the issuing Bank on behalf of Contractor/Supplier in favour of "Name of Company" shall also be confirmed through Structural Financial Messaging System (SFMS).
7. In case, B.G is issued by a Foreign Bank, the issuing Bank should be authorized by RBI.

Advance Payment Guarantee No :
Date :

To
The Chief General Manager,
Materials Management Complex
Dr. Rajendra Prasad Road, Block - 27, Neyveli - 607 807.Tamilnadu, India.
Phone: 0091-4142-212393..

Dear Sirs,

- 1.0 Pursuant to the Contract, herein after referred to as "The Contract" which M/s. herein after 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, herein after referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees), on 2024 vide. Letter of Award No: Dated : The supplier have Undertaken to (scope of work) for (Contract price) on Ex-works basis.
- 2.0 According to the said Contract, the Purchaser, has undertaken to make an advance payment of Rs (Rupees only) being the payment of % of the Contract value for against issuance of an advance payment guarantee by a Bank for 110% of the Advance amount.
- 3.0 For this advance payment, We, the undersigned (Name) (Address), herein after referred to as the bank, which expression shall unless repugnant to the context or meaning



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thereof include its successors, administrators, representatives and assignees, hereby guarantee to the effect that we irrevocably under-take to pay 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..... (Rupees only) provided the Purchaser advise us that the Supplier has failed to fulfil his contractual obligations stipulated in the said Contract. Any such demand made by 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.

- 3.1 The value of this Advance payment bank guarantee shall stand progressively diminished based on the supplies/ erection made on quarterly basis on the advice of the Purchaser.
- 4.0 This guarantee will not be discharged due to the change in the constitution of the Bank or the supplier.
- 5.0 This guarantee will become invalid aftermonths from the date of LOA 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 notwithstanding any other Security or Guarantee that it may have in relation to the supplier 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 fulfil the Contractual obligations stipulated in the said Contract 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 Notwithstanding anything contained herein:
 - a. our liability under this bank guarantee shall not exceed (in words)
 - a.
 - b. this bank guarantee shall be valid upto; and
 - b. 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



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In witness whereof the Bank, through its authorised Officer has set its hand and stamp on thisday of ...2024 at

WITNESS

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

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

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

Attorney as per power
of Attorney No..... dt.



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LIST OF FORMS



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

2.

SI.N	Description		Bidder Acceptance
1.0	Having carefully examined the Tender Documents attached to your Invitation to Bid No Tender No. MMC/4130/600 MW Solar/ Inverter Duty Transformer /e-proc/2024,Dt.29.02.2024 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/Purchase Order 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 Guarantee as per the format as instructed by you. This Bid Guarantee 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 Combined Bank Guarantee for Contract Performance as per the proforma prescribed by NLC India Ltd and acceptable to		Yes



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	NLC India Ltd and for the sum equal to 10% of the "Contract Price ", for the entire scope of work within 60 days from the date of Letter of Award/Purchase Order.		
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 bid without assigning any reason whatsoever.		Yes
8.0	This Bid together with written acceptance thereof shall constitute a binding 'CONTRACT' between NLCIL and SUPPLIER till a formal contract is executed.		Yes
9.0	We have noted the contents of clause 9.0 in Volume 1B in line with DPIIT order and its subsequent Amendments and confirm compliance to the requirements		Yes



SUPPLY OF INVERTER DUTY TRANSFORMER FOR 600 MW SOLAR PROJECT IN GSECL'S SOLAR PARK AT KHAVDA (GSECL Stage-2), GUJARAT.

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BIDDER'S DETAILS

Sl. No.	Description	Bidder's 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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CHECK LIST FOR BID SUBMISSION

Sl. No	Description	Bidder's Response
1.0	Whether the bidder has enclosed the following documents in Original in Physical Cover of Part-I: <ul style="list-style-type: none"> • Proof of remittance of cost of tender documents • Bid Guarantee (As per Annexure-A). • Form of Bid (Part-I) (As per Annexure - B), • Affidavit (as per Annexure - D), • Power of Attorney, • Techno-Commercial details, • Integrity Pact (As per Annexure - E) • Proforma of Letter of Undertaking From Holding Company (as per Annexure-F), if applicable, • Proforma of certificate from the CEO/CFO (as per Annexure-G) if applicable. • Duly filled up Checklist as in Specimen Format. 	Yes
2.0	Bidder to submit their Physical Cover within the stipulated time to the Chief General Manager, Materials Management Complex Dr.Rajendra Prasad Road, Block - 27, Neyveli - 607 807.Tamilnadu, India. Phone: 0091-4142-212393.	Agreed
3.0	Bidder has filled and digitally signed online Affidavit submitted	Yes
4.0	Bidder has duly filled in Schedule of Prices	Yes
5.0	Bidder has attached documents to confirm compliance to the requirements of Public Procurement Policy (Preference to Make in India) as in Clause 9.0 of Volume 1B	Yes/NO
6.0	Bidder has confirmed that they are Class-I local supplier as per Format of LOCAL CONTENT CERTIFICATE	Yes/NO
7.0	Bidder has attached a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per Cl.9 (g(2)) in Volume 1B	Yes/NO
8.0	Bidder has attached Integrity Pact duly signed as per Annexure-E	Yes
9.0	Bidder has confirmed that they have filled and submitted all the Commercial and Technical forms as per tender.	Yes
10.0	Bidder to provide the self-attested print out of the online IT	Upload



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statement indicating zero tax liabilities for four consecutive years prior to the original schedule date of tender opening.

Files

PRE-QUALIFYING REQUIREMENTS FORMS

1. PRE-QUALIFYING REQUIREMENTS (PQR)

Sl.No.	Pre-Qualifying Requirement	Bidder Response
1.0	1.0 TECHNICAL CRITERIA: The bidder shall meet Technical QR requirement mentioned in clause no: 1.1 or (1.2 & 1.3) as given below,	
1.1	1.1 The Bidder should have manufactured and supplied Inverter Duty Transformer of 5MVA or higher capacity to a cumulative capacity of 300MVA in one or more orders for Solar Power Plant to Govt. / Quasi Govt. / PSUs. / Public Limited Companies/Private Limited Companies, in last 7 years as on date of Techno-commercial Bid opening. The supplied Inverter Duty Transformers should be in successful operation for at least one year from the date of Commissioning as on the original scheduled date of tender opening.	
1.2	1.2 The Bidder should have manufactured and supplied at least two (2) numbers (One each at two different installations) of 220kV or higher voltage grade transformers of at least 100 MVA capacity each to Govt. / Quasi Govt. / PSUs. / Public Limited Companies/Private Limited Companies in last 7 years in one or more orders as on date of Techno-commercial Bid opening. The Transformers supplied should be in successful operation for at least one year from the date of Commissioning as on the original scheduled date of tender opening.	Yes/No
1.3	1.3 The Bidder should have manufactured and supplied Inverter Duty Transformer of 2MVA or higher capacity to a cumulative capacity of 50MVA in one or more orders for Solar Power Plant to Govt. / Quasi Govt. / PSUs. / Public Limited Companies/Private Limited Companies, in last 7 years as on date of Techno commercial Bid opening. The supplied Inverter Duty Transformers should be in successful operation for at least	



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	one year from the date of Commissioning as on the original scheduled date of tender opening.	
1.4	Whether the bidder has attached documentary evidence to prove that the qualifying requirements mentioned in the clause 1.1 or (1.2 & 1.3) are met by him.	Yes/No
1.2.1	If yes, Upload relevant Documentary Evidence in the form of user certificate along with copy LOA/Work order / Contract agreement together with full contact details for verification.	Upload Files
2.0	2.0 FINANCIAL CRITERIA	
2.1	2.1 Whether the bidder has Positive Net Worth as per the latest audited financial statements individually.	Yes/No
2.2	2.2 Whether the Average Annual Turn Over of the Bidder is not be less than Rs. 17.40 Crores for the last three (3) consecutive financial years as on the original scheduled date of tender opening.	Yes/No
2.3	Have you Uploaded relevant Documentary Evidence (Financial Criteria) for meeting QR in Sl.No.2.1 & 2.2 above in support of Bidder as per details stated in 2.2 under Volume IA.	Yes/No
2.4	Whether the annual turnover criteria, stipulated above is on your own or your Holding Company?	Text Entry
2.4.1	If Holding Company, please attach 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.	Upload Files
2.4.2	Upload Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format Annexure-F enclosed in the bid documents.	Upload Files
2.5	Whether the Bidder is able to furnish its audited financial statements on standalone entity basis.	Yes/No
2.5.1	If no, whether the bidder has furnished the unaudited unconsolidated financial statements.	Yes/No
2.5.2	If yes, the Bidder has to upload the following documents on substantiation of its qualification: (a) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.	Upload Files
	(b) Certificate from the CEO/ CFO of the Holding Company as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of the Holding Company.	Upload Files



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2.5.3	In case audited results for the last financial year as on date of techno commercial bid opening are not available, please upload the financial results certified by a practicing Chartered Accountant.	Upload Files
2.5.3.1	In case the Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, please upload the audited result of any three consecutive financial years preceding the last financial year.	Upload Files
2.5.3.2	Upload certificate obtained from the CEO/CFO as per Annexure-G 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
4.0	Upload Power of Attorney/Authorization in favour of the person signing the Bid.	Upload Files
5.0	Upload Major legal cases, if any	Upload Files
6.0	Bidder to upload copy of Integrity Pact duly signed as per Annexure-E	Upload Files
8.0	Any other details/Information, Bidder wishes to furnish. Kindly upload.	Upload Files



**SUPPLY OF INVERTER DUTY TRANSFORMER FOR 600
MW SOLAR PROJECT IN GSECL'S SOLAR PARK AT
KHAVDA (GSECL Stage-2), GUJARAT.**

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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 name	
4	Amount in Rs.	
5	Upload the Supporting Document	FILE Attachment



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ACCEPTANCE FOR COMMERCIAL CONDITIONS

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



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TECHNICAL FORM

1. ACCEPTANCE FOR TECHNICAL SPECIFICATION & SPECIAL CONDITIONS

Sl.No	Description	Bidder's 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
2.0	Please confirm acceptance of the time schedule stipulated in the tender document.	YES



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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 MMC/4130/600 MW Solar/ Inverter Duty Transformer /e-proc/2024,Dt.29.02.2024 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</p>	I Agree



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	<p>mentioned above.</p> <p>ii). The contents/enclosures/documents of the offer are submitted after fully understanding that all the information furnished by me / us are correct and true and complete in every respect and all documents/credentials submitted along with the offer/bid are genuine, authentic, true and valid.</p> <p>iii). During the verification of offer or even at a later date, if any information or document submitted by me/us found to be false /fabricated/ incorrect, the said offer shall be considered absolutely null and void and action as deemed fit shall be taken against me / us including forfeiture of EMD/Bid Guarantee/ Security Deposit /Contract Performance Guarantee and action of suspension/banning/ debarring/ blacklisting of my / our firm (including all partners of the firm)/company as per the tender conditions and law.</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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4. BID GUARANTEE

Sl.No	Description	Bidder's Response
	Bid Guarantee Type	
BG	Bank Guarantee	
1	Bank Guarantee No.	
2	Bank Guarantee Date	
3	Details of Stamp paper	
3.1	Stamp Paper Amount	
3.2	Whether stamp paper purchased in the Name of the issuing Bank/Bidder	
3.3	Stamp paper purchased address	
3.4	Date of Purchase	
3.5	Whether Bank Guarantee Date is on or after the Date of Purchase of Stamp Paper	
4	Bank details	
4.1	Banker's Name	
4.2	Banker's Address	
4.3	Bank email-id	
4.4	Bank Phone No.	
4.5	Bank IFSC code	
4.6	Banker's Seal	
5	Manager's Name & No.	
6	Whether signed by two Witness	
7	Whether overwriting/cutting if any on the BG authenticated under signature & seal of executants	
8	Whether the BG has been issued by a Nationalized/Scheduled Bank in India	
9	If the bank guarantee issued by a foreign bank. Whether it is in the approved list of RBI.	Not applicable
10	Details of value and validity	
10.1	Currency of BG	
10.2	Value of BG	
10.3	Validity upto	
11	Whether Bank Guarantee is as per NLCIL Format	
SFMS	Structural Financial Messaging System (SFMS)	



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	Whether the Bid Guarantee submitted in physical form can be verifiable through SFMS.	YES
RTGS/NEFT	RTGS/NEFT details	
1	UTR No for RTGS/NEFT.	
2	UTR Date	
DD	Demand Draft	
1	Demand Draft No	
2	Date of DD	
3	DD in favour of	
4	Payable at	
5	Amount	

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



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Schedule of Prices – F1 Table 1



SUPPLY OF INVERTER DUTY TRANSFORMER FOR 600 MW SOLAR PROJECT IN GSECL'S SOLAR PARK AT KHAVDA (GSECL Stage-2), GUJARAT.

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1. SCHEDULE OF PRICES-F1 TABLE 1 (TO BE ENCLOSED IN COVER-II)

Sl. No	Details	Bidder Response for item (13.2 MVA Inverter Duty Transformer) Column A	Bidder Response for item (6.6 MVA Inverter Duty Transformer) Column B
1	Supply of Inverter Duty Transformer along with spares and Supervision during Erection, Installation, Testing & Commissioning works at site as per Technical Specification.	YES	YES
2	Unit of Measurement in Nos- Total Quantity Required	48	12
3	Basic Rate/ Nos in Rs.		
4	Sub Total in Rs. (Sl No. 2 X Sl No. 3)		
5	Packing & forwarding charges in Rs. (For Sl. No. 4)		
6	Freight Charges in Rs. (Upto GSECL's Solar Park at Khavda (GSECL Stage-2), Gujarat) (For Sl. No. 4)		
7	Transit insurance in Rs. (For Sl. No. 4)		
8	GST in Percentage (%)		
9	GST Value in Rupees (Sl. No. 8 X (Sl. No.4+ Sl. No. 5+ Sl. No. 6+ Sl. No. 7))		
10	Total Price in Rs. for door delivery at GSECL's Solar Park at Khavda (GSECL Stage-2), Gujarat (Sl. No.4+ Sl. No. 5+ Sl. No. 6+ Sl. No. 7+ Sl. No. 9)		
11	Grand Total in Rs. (Sl. No 10 of Column A + Sl. No 10 of Column B)		

SIGNATURE :
NAME OF THE COMPANY :
COMPANY'S SEAL :
DATE :



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1. The Bidder shall strictly furnish their prices for both items in the above format only, indicating the absolute values in the Sl. Nos. (3) and (5) to (8) with applicable rates in percentage if any, wherever applicable. If no charge in respect of any column is claimed, they shall be properly indicated as **“Included in the Basic price”** or **NIL** or **“Not applicable”**.
2. The price quoted in this format alone shall be considered for Evaluation and comparison. Any item of work not mentioned in the above particulars but written elsewhere in the scope of work (or) in Technical Specification (or) essentially required for completion of works (or) proper supply, installation, commissioning (or) safety of equipment shall be deemed to have been included in the above particulars.
3. The prices quoted in the system (Schedule of Prices: F1-Table -1) will only be considered by the system for Evaluation. This price shall be binding on the Supplier.
4. Bidder to quote GST on ceiling basis wherever applicable in the column provided.
5. Bidder shall attach Form of Bid, Part II, as per Annexure – C.
