



**NLC INDIA LIMITED**  
**(‘Navratna’ - A Government of India Enterprises)**

**Block-1, Neyveli - 607 801, Cuddalore Dist., Tamil Nadu, India**

**EXPRESS DOMESTIC COMPETATIVE BIDDING (DCB)**  
**THROUGH e-TENDER**

**Tender Document for**  
**Borrowing of Rupee Term Loan ₹ 916 Crore for**  
**Setting up 200MW ISTS Connected Solar Power Project at Bhuj, Gujarat**

**Tender No: CO CONTS/0030R/DCB/RTL Borrowings/ 200MW SPP in Bhuj Gujarat/  
e-Conts /2024. Dt:19.12.2024**

**Date & Time of Opening Bid: 26.12.2024 @ 11:30 Hrs.**

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**O/o The Chief General Manager (Contracts)**  
**Corporate Office, NLC India Limited**  
**Block-1, Neyveli - 607 801, Cuddalore Dist., Tamil Nadu, India**  
**Phone: 04142 - 212308 / 218588      E-Mail: corporate.conts@nlcindia.in**

**Registered Office: No: 135, E.V.R Periyar High Road, Kilpauk, Chennai-600 010.**

**Website: [www.nlcindia.in](http://www.nlcindia.in)**

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### **SCHEDULE OF TENDER (SOT)**

NLCIL TENDER No.	CO      CONTS/0030R/DCB/      RTL Borrowings/ 200MW SPP in Bhuj Gujarat/e-Conts /2024. Dt: 19.12.2024
Name of the Work	Borrowing of Rupee Term Loan <b>₹916 Cr</b> for setting up 200 MW ISTS Connected Solar Power Project at Bhuj, Gujarat.
MODE OF TENDER	EXPRESS DOMESTIC COMPETITIVE BIDDING (DCB) through e-Tendering System. (Two Cover System)
Date of NIB available to parties to download	19.12.2024
Tender Fee	Nil.
Bid Guarantee Amount	Nil.
Pre bid conference will be held on	21.12.2024 @ 11.00 HRS Through Video Conference (VC).
Date of Starting of e-Tender for submission of Online Bid	19.12.2024 from 16:00 HRS IST
Date of closing of Online e-Tender for submission of Bid	26.12.2024 @ 11:00 HRS IST
Date & Time of opening of Part-I Online Bid	26.12.2024 @ 11:30 HRS IST
Date & Time of opening of Part – II (Schedule of Price)	Shall be informed later

**Note:**

Bidders who are interested to participate in the Pre bid Meeting are requested to Register their Name, Company name and address, Mobile Phone No. and e-Mail ID through e-mail to **corporate.conts@nclindia.in** to enable us to send the link for participating in the Pre bid meeting wherein the clarifications regarding tender will be addressed.

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**SECTION-I**  
**NOTICE INVITING BID**

- 1.0 Online Bids in English are invited from Banks and Financial Institutions, by NLC INDIA LIMITED (NLCIL), Neyveli for **“Borrowing of Rupee Term Loan ₹ 916 Cr. for setting up 200 MW ISTS Connected Solar Power Project at Bhuj, Gujarat** as per details given below:

NLCIL TENDER No.	CO CONTS/0030R/DCB/ RTL Borrowings/ 200MW SPP in Bhuj Gujarat/e-Conts /2024, Dt: 19.12.2024
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Date & Time of opening of Part – II (Schedule of Price)	Shall be informed later

**Note:**

Bidders who are interested to participate in the Pre bid Meeting are requested to Register their Name, Company name and address, Mobile Phone No. and e-Mail ID through e-mail to corporate.conts@nlcindia.in to enable us to send the link for participating in the Pre bid meeting wherein the clarifications regarding tender will be addressed.

- 2.0 The Instruction to Bidders for submission of online bids, Commercial Tender Conditions, Technical and Other tender conditions are available in the Tender

Document. Any offer received after the expiry of the time specified for receiving the bid is liable for rejection.

**3.0 Bid Guarantee and Tender Cost:** Not Applicable for this tender

**4.0 QUALIFYING REQUIREMENT OF THE TENDER (QR): -**

4.1 The bids received from the bidders meeting the criteria specified as under will be considered for evaluation:

- a. The bidder should be
  - i. Any Scheduled Banks (or)
  - ii. Any NBFC
  - iii. Any Financial Institutions regulated under the any Act of Parliament.

**AND**

- b. The bidder must have minimum net worth of ₹ 500 Crore as per the latest audited Financial Statements.

**4.2 Documentary Evidence:**

- a) In case the bidder is a Scheduled Bank (or) NBFC's, the bidder name shall be listed in RBI Website either as scheduled bank or NBFC.
- b) In case of Any Financial Institutions: -  
Any one of the constitutional documents (Like., Certificate of Incorporation, MOA and AOA etc.,) may be attached.
- c) The bidder should furnish the copy of relevant pages of Audited Financial Statements as documentary proof for justifying the minimum net worth of ₹ 500 Crore.
- d) In case of further evaluation requirement, NLCIL reserves the right to ask the bidder to submit relevant documents. In case bidder fails to submit required documents in stipulated time, the bid shall be liable to rejection.

**Note:** It shall be the sole responsibility of the bidder to inform about their status regarding above Eligibility Criteria herein above on the due date of submission of bid and during the course of finalization of the tender. The Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such bidder.

**5.0 BID SUBMISSION & TENDER OPENING:**

5.1 The bidder shall submit his offer in NeAT portal - <http://procure.nlcindia.in>.

5.2 All the information in the Tender shall be in English language.

5.3 Tender received in the any other mode than that specified will not be accepted. Bids are to be submitted before the date and time mentioned in tender document.

5.4 Offer should be submitted in Two Part system, which should contain the details as follows:

**Part -I offer:**

Offer containing Form of Bid Part-I, Documentary Evidences to be furnished for meeting the Qualifying Requirement, Details of the Bidder, Acceptance for Scope of Work, Commercial and Other Conditions.

**Part-II: Price offer:** Price bid as per Schedule of Price. (i.e. Interest Rate offer)

5.5 On the scheduled date and time of tender opening, Tender Opening Committee will open the Part-I online bids. Bidders may attend in person (or) represented by authorized persons with authorization letter, not exceeding one person from each bidder.

5.6 Date and time of opening of Part-II (Price Cover) will be intimated only to the bidders qualified in Part-I.

5.7 NLCIL shall not entertain any claim on account of preparation of tenders.

**6.0 SPECIAL NOTE AND INFORMATION REGARDING THE TENDER**

- i) The Bidder shall submit the Bid documents on or before the scheduled date and time as specified. Bids submitted after the time specified for receiving the Bids shall be rejected.
- ii) 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.
- iii) NLCIL shall always be at liberty to reject or accept any offer or offers or part thereof at its sole discretion and any such action will not be called for question and the bidder shall have no claim in that regard against NLCIL.
- iv) Bids submitted by E-mail, Telefax, will not be considered.
- v) NLCIL takes no responsibility for delay, loss or non-receipt of any letter sent either way.
- vi) The Tender specifications are meant for the exclusive purpose of Bidding against the subject dealt and shall not be transferred, reproduced or otherwise used for purposes other than for which these are specifically issued.
- vii) The submission of offer concerned shall have no cause of action or claim against the NLCIL for rejection of offer. The bidder, whose offer is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by them in connection with submission of their offer or its consideration by NLCIL, even though NLCIL reserves the right to modify / withdraw / Cancel the Invitation to Tender or after the bid selection or issuance of LoA or signing of agreement or cancel the Tender as a whole.

**CHIEF GENERAL MANAGER/CONTRACTS**

**SECTION -II**  
**INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS**  
**THROUGH e-TENDER**

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

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

**2.0 Pre-requisites for accessing NLCIL Website:**

**A. Software Requirements:**

*Operating system: Windows 7 & above.*

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

**B. Digital Certificate:**

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

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

**3.0 Enrollment:**

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

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

**4.0 Bidding Process:**

**A. Preparation of Bid**

- (i) The Bidder will be able to prepare his **TECHNICAL AND COMMERCIAL BID** and **PRICE BID** through online using the respective forms in the system. For Guidelines, please refer to the help in the Portal.
- (ii) Before submission of bid, the Bidder can edit and save his bid any number of times till closing time for submission of the bid.

- (iii) After submission of bid, if Bidder wants to edit his submitted bid, then he has to first delete his submitted bid and then edit his bid and resubmit before closing time for submission of the bid. Only submitted bids will be considered for evaluation. Any saved bids that are not submitted will be deleted by the system after the due date of opening.
- (iv) Bidder can attach files containing company profile details, scanned copies of other supporting documents etc., which are required for the enquiry. The documents attached should be in PDF.
- (v) File Size: 10 MB is the maximum size of a single file that can be attached.

#### **B. e-Bid Submission and Signing**

- (i) Submission of e-bids online is a two-step process. In the first step, the Techno Commercial bid and Price bid (Schedule of Price) have to be filled and submitted. In the second step, these bids have to be digitally signed using Bidder's Digital Signature Certificate.
- (ii) Bidder cannot submit any offer after the due date and time stipulated in the e-Tender.
- (iii) All bids submitted by Bidder can be viewed by clicking on the link "Submitted bids" provided in the left menu of the corresponding Bidder's home page.
- (iv) All notices and correspondence to the bidder(s) shall be sent by email message only during the process till finalization of tender. Hence the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Non-receipt of email will not entitle any bidder to lodge any claim and no complaint in this regard shall be entertained. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- (v) Bidders are advised to see the website regularly to remain updated with latest information to ensure that they do not miss out any corrigendum / Amendments/errata uploaded against the said e-tender after downloading the e-tender document. The responsibility of downloading the related corrigendum, if any, will be that of the bidders.
- (vi) Submitted bids will be returned to the Bidder screen in Saved bid, if any Corrigendum/Amendments/errata issued before the last date and time of bid submission and intimation mail will be sent to the bidder's registered email id. Bidder shall ensure the resubmission of their bid after noting of the Corrigendum/Amendments/errata.

#### **5.0 Process of e-Tender:**

- (i) On the scheduled date and time of tender opening, Tender Opening Committee shall open online bids (Part-I) Tender Opening Committee shall confirm Compliance of Important Tender Conditions.
- (ii) If a bidder desires to be present at the time of Tender Opening, he shall depute his representative(s) (not more than one persons) in time with due authorization for participating in the Tender Opening.



## 6.0 **Bidding in e-Tender:**

- (i) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- (ii) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- (iii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the NLCIL will form a binding contract between NLCIL and the Bidder for execution of work.
- (iv) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- (v) NLCIL reserves the right to cancel or reject or accept or withdraw or extend this bidding process without assigning any reason thereof.
- (vi) The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- (vii) Bidders are advised to exercise caution in quoting their bids in e-tender to avoid any mistake. Bids once submitted cannot be recalled.
- (viii) Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the tender.

## 7.0 **RULES FOR REVERSE BIDDING/AUCTION**

- 7.1 **Rules of Reverse Bidding/Auction:** All the bidders who have submitted their bid will be qualified to participate in the reverse bidding, without elimination.
- 7.2 **Schedule for Reverse Bidding:** After Price e-Bids are opened online, the Reverse Auction will be conducted on the same date of bid opening and time of start of Reverse Auction shall be intimated to all the eligible bidders. All electronic bids submitted during the e-reverse auction process shall be legally binding on the bidder. Scheduled duration of Reverse Auction shall be normally two hours.
- 7.3 **Auction extension time:** If a valid bid is placed within Ten (10) minutes of End Time of the Reverse auction (RA), then RA duration shall get automatically extended for another Ten (10) minutes from the existing end time. It may be noted that the auto-extension will take place only if a valid bid comes in those last Ten (10) minutes. If a bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last Ten (10) minutes. The above process will continue till no bid is received in last Ten (10) minutes which shall mark the completion of Reverse Auction.

However, bidders are advised not to wait till the last moment to enter their bid to avoid complications related to internet connectivity, their network problems, system crash down, power failure etc.

**7.4 Procedure of Reverse Auctioning:**

- i. The Reverse Auction will be conducted based on lowest evaluated bid price emerged as per Evaluation Clause 7.0 of Section-III: Commercial Tender Conditions (Information to Bidders).
- ii. The ‘Opening Rate of Interest’ i.e. Start Rate for RA (Reverse Auction) shall be the lowest quoted bid (R1 price).
- iii. Bid Decrement shall be 0.01 % and in multiple, from the Start Price.
- iv. “RL1” Bid is the last offered rate i.e. further no bidder responds within the time limit.
- v. After completion of the online Reverse Auction, the Closing Price (i.e. RL1 price) shall be available for further processing.
- vi. After reverse auction, the price breakup for all components shall be arrived at by adjusting the entire difference from the spread rate such that the total rate shall be equal to the lowest quoted Bid rate during reverse auction.

**7.5 Online Reverse Auction and the terms and conditions shall be as below:**

- i. The Reverse Auction will be conducted on the same date of bid opening, an e-mail containing the terms and conditions, time of reverse auction (RA), the start price and the decrement amount will be sent to all the eligible bidders to their Email ID enrolled with NLCIL NeAT portal (<https://procure.nlcindia.in>). The same will also be available in the home page of NLCIL. e-contracts site after logging in under Reverse auction menu. It shall be the sole responsibility of the bidders to view such emails and participate in the Reverse Auction. NLCIL shall not be responsible for any failure on the part of the bidders to notice the emails.
- ii. In case of any change in the bidders Email ID, it is the responsibility of the bidder to update his Email ID then and there (available under “Update Profile” menu using secure login). NLCIL does not hold any responsibility for the lapses on the bidders’ side in this regard.
- iii. The bidders are also requested to login to NLCIL NeAT portal (<https://procure.nlcindia.in>) regularly and view the details of Reverse Auction (RA).
- iv. The duration indicated in the auction screen, will be the minimum duration for the Reverse Auction process. Scheduled duration of Reverse Auction shall be two hours.
- v. If a bid is received in the last 10 minutes of closing of the auction, the auction gets extended automatically for 10 minutes (rounding off to the nearest minute) from the time

of last bid. If no bid is received in the last 10 minutes the auction will get closed. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

- vi. During the course of Reverse Auction if any problem arises in NLCIL's Server that interrupts the participation of the bidder in RA and resulting in closure of RA, NLCIL reserves the right to re-conduct RA with the last bid price offered in the RA. The rescheduled date and time of RA will be intimated to the qualified bidders by e-mail / SMS.
- vii. RA screens are activated 10 minutes before the start of the Reverse Auction.
- viii. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- ix. During the entire e-reverse auction process, the bidders will remain completely anonymous to one another and also to everybody else.
- x. The e-reverse auction floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- xi. All electronic bids submitted during the e-reverse auction process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the NLCIL will form a binding contract between NLCIL and the Bidder for execution of work.
- xii. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- xiii. The Start Price and the minimum Bid decrement value shall be displayed to the Bidders at the start of the Reverse Auction. The bidder can bid lower than the current bid amount however such bid should be single or multiple of decrement value.
- xiv. Bidders shall be required to start bidding from this Start price, reducing their price by minimum one decrement value or multiple of decrement value by clicking the calculator button under the column 'Action'.
- xv. A single Bid cannot have more than 5 times the decrement value from the current lowest bid. In case the bidder wants to give more than 5 times the decrement value, he can give multiple bids.
- xvi. At the end of Reverse Auction, the lowest closing bid will be considered for further processing.
- xvii. NLCIL's decision on award of the order shall be final and binding on all the bidders.
- xviii. The lowest bidder's price shall be final.

- xix. Bids once made by the bidder cannot be revoked / withdrawn by them and the bidder shall be bound to accept the price indicated in the auction as per their final bid price. Should the bidder fail to accept the prices quoted and in conformity with the terms and conditions of enquiry, their offer will be rejected without any notice besides debarring the firm for up to (2) two years from participating in any of the NLCIL tenders.
- xx. NLCIL reserves the right to reschedule or cancel the Reverse Auction Process / Tender at any time without any notice or assigning any reason thereof.
- xxi. The time of NLCIL Server, hosting the reverse auction will be the basis for all time related activities i.e., start of auction, closing of auction, acceptance of bid, etc. The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-reverse auction. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained.
- xxii. NLCIL is not liable for any interruption or delay in accessing NLCIL's Website irrespective of the cause and for any system problems or inability to use the system by the Bidders. Bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and be able to participate in the reverse auction successfully.
- xxiii. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bankers / bidders.
- xxiv. The Bidder shall not divulge either his Bids or any other exclusive details of NLCIL to any other party.
- xxv. The prevailing / current lowest bid will be displayed on the bidding screen during the course of e-reverse auction and all subsequent bids shall have to be quoted lower than the prevailing / current lowest bid.
- xxvi. Bidders are advised to exercise caution in quoting their bids in e-reverse auction to avoid any mistake. Bids once submitted can't be recalled.
- xxvii. Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIB. No deviation to the General / Special / Other Conditions are allowed. NLCIL reserves the right to cancel this bidding process (e-reverse auction) or extend the due date of receipt of bid(s) without assigning any reason thereof.

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**SECTION-III**  
**COMMERCIAL TENDER CONDITIONS**

**INFORMATION TO BIDDERS**

**1.0 Information:**

M/s. NLC India Ltd. a “Navratna” Government of India Enterprise functioning under Ministry of Coal, GOI with the following overall installed Mining and Power Capacity along with its subsidiaries & associates, by Spreading its wings all over India.

Installed Capacity as on date		
Particulars	Mining (MT)	Power (MW)
Lignite Mines / Lignite based Thermal Power	30.10	3640
Coal Mines / Coal based Thermal Power	20.00	1000
Solar Energy Power	--	1380.06
Wind Power	--	51
Total Installed Capacity	50.10	6071.06

- 1.1 NLCIL, on standalone basis, has a robust financial standing with a Net-worth of 16,599.20 Crore as on 30.09.2024 and outstanding borrowings as on 30.09.2024 ₹ of ₹7,410.18 Crore with the following Credit ratings assigned by various rating agencies.

Credit Ratings (Long Term & WC Borrowings)	
Rating Agency	Rating Assigned
CRISIL	AAA/Stable
ICRA	AAA/Stable
CARE Ratings	AAA/Stable
India Rating	AAA/Stable
Infomercials	AAA/Stable
Acuite	AAA/Stable
Credit Ratings (Commercial Paper & Sales Bills Discounting)	
CARE	A1 +
India Rating	A1 +

- 2.0 For the proposed debt of the project, the credit rating is under process. Bidders are not allowed to take any deviation from the tender conditions. Bidders are requested to submit the bids agreeing to the conditions thereto. Any deviations from the tender documents will be summarily rejected. Only Online Bids submitted will be opened for evaluation. Bidders are requested to submit their bids through electronic mode only. NLC India Ltd., reserves the right to accept / reject any offer received from any bidders without assigning any reasons. Queries can be got clarified through the e-mail id: [corporate.conts@nlcindia.in](mailto:corporate.conts@nlcindia.in).

### **3.0 BID SUBMISSION:**

All bids, including all attachments/enclosures shall be prepared in English Language only and submit online in the NLCIL website NeAT portal (<https://procure.nlcindia.in>). The bidder shall submit the offer for full scope of work indicated in the Tender Specification. Bids are to be submitted before the date and time mentioned in tender. Tender received in any other mode than that specified will not be accepted. The Online bid shall contain the full details of the profile of the bidders in PDF format, in addition to duly filled up online forms. Clarification if any, shall be sought within 2 (two) days from the date of Tender. Any request for clarification received after the stipulated time will not be considered. NLCIL will issue clarification as they may think fit, in writing. Offer should be submitted in Two Part system, which should contain the details as follows:

#### **PART-I:**

1. Qualifying Requirement (QR) documents,
2. Techno-commercial offer.

#### **PART -II: Interest Rates only (Schedule of Price)**

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

The bidders who qualify in QR conditions alone shall be considered for further evaluation on Techno-commercial aspects.

The bidders who get qualified on techno-commercial aspects shall alone be considered for Price Bid opening (PART-II).

### **4.0 PRICE BID (PART-II):**

- a. The bidder shall quote the rate of interest for the proposed borrowing as per schedule of Price format in NeAT Portal.
- b. Interest rate shall be rounded to two decimals.
- c. Notwithstanding any information and data which may be contained in the Tender Document the Bidder has to make independent enquiries and generally obtain his own information on all matters that may in any way affect the Interest Rate.

### **5.0 LATEST HOUR FOR RECEIPT OF BIDS:**

Online / Electronic Bid shall be submitted within the date & time specified in NIB. In general, no request for postponement or extension of time shall be permitted for the Tender Document download period and / or Tender / Price bid opening date. However, company has right to decide.

### **6.0 DEVIATION:**

The bidder is not permitted to take any deviation to the terms and conditions stipulated in the tender. In case, any Bidder takes any deviation, their offer will be summarily rejected.

### **7.0 EVALUATION OF BID:**

- i. The Bidder has to satisfy himself that full information is furnished as required in the Tender Document. Lack of particulars or incomplete information furnished will run the risk of rejection of the bid.
- ii. The bidder who accepts all Terms and conditions and fulfils the QR and Techno-Commercial conditions of the bid will be considered as qualified bidder.

- iii. The Bids received from qualified bidder will be evaluated to ascertain the lowest evaluated substantially responsive Bid vis-à-vis the Tender Conditions.
- iv. The Bidder who quotes the Lowest Net Rate of Interest will be considered as L1 which will be considered as opening interest rate for conducting Reverse Auction process through which the RL1 bidder will be determined.
- v. In case more than one bidder become L1 by quoting same Net Rate of Interest and No change happened in the interest rate during the reverse Auction, the revised reduced rates from the bidders of tie members will be obtained either through online/email 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, manual lot method will be ultimately followed to decide the L1 bidder.

## **8.0 ACTION AGAINST THE BIDDER:**

- a) **Suspension:** If the Performance of any successful bidder is found to be unsatisfactory or if the conduct is under suspicion or in the event of any breach of the conditions committed by the successful bidder or his Collaborator/ Associate/Agent, will lead to suspension of successful bidder for a period of (Six) 6 months.
- b) **Banning for One (1) Year:** Non-compliance of contractual obligations will lead to banning of one (1) year.
- c) **Banning for Two (2) years:** Any of the following acts shall lead to Banning of Bidder / successful bidder for (2) Two years.
  - i. Formation of Cartel with other bidders with a view to artificially hike the rates.
  - ii. Wilful suppression of facts or furnishing of wrong information or manipulated/forged documents or using other illegal/unfair means.
  - iii. If the successful bidder is found guilty involving in malpractices like Bribery, Corruption etc., or are convicted for offences involving moral turpitude in relation to business dealings or Security considerations including loyalty to the State or Country or the Contractor continuously refuses to return NLCIL dues without showing adequate cause and NLCIL is satisfied that this is not due to a reasonable dispute which would attract proceeding in Arbitration or Court of Law.
  - iv. If the bidder withdraws/modifies/impairs/derogates his offer on his own after tenders are opened or fails to accept the LOA.

Any firm which is placed under Suspension/Banning by NLCIL will not be allowed to participate in any tender issued on or after the date of suspension/banning order and also if that firm has already participated in any tender, which is under process their bid will not be considered for further processing.

## **9.0 DISPUTES: -**

In respect of all Tender Conditions, the decision of the NLC India Ltd., shall be final and binding. In the event of any dispute arising out of the Tender, such dispute would be subject to the jurisdiction of the Civil Courts, Neyveli.

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**SECTION IV**  
**TECHNICAL AND OTHER TENDER CONDITIONS**

**1.0 BRIEF SCOPE OF THE PROJECT AND FUNDING PATTERN:**

The Ministry of New and Renewable Energy (MNRE) has issued the implementation guidelines for setting up 12000 MW Grid Connected Solar Photovoltaic Power Projects by Government Producers for self-use or use by Government / Government entities either directly or through Distribution Companies under Central Public Sector Undertaking (CPSU) Scheme Phase II with Viability Gap Funding (VGF). In this regard, NLCIL has participated in the Indian Renewable Energy Development Agency (IREDA) tender for setting up of 510 MW Solar Power Project with domestic cell and modules and to apply for VGF support under the CPSU Scheme Phase II (Government Producer Scheme) and bagged 510 MW capacity of Solar Power Project with a tariff cap of ₹ 2.45 / kWhr. Which was further enhanced to ₹ 2.57/KWhr. The implementation strategy for 510 MW are as follows:-

- a) 10 MW Solar Power Project, has been commissioned at Neyveli for meeting the Captive Consumption.
- b) 300 MW Solar Power Project at Barsingsar, Rajasthan: Under Construction.
- c) 200 MW Solar Power Project (the project for which this loan is required) :

NLCIL has identified M/s. Kosol Energie Private Limited as Solar Developer and Operator (SDO) and issued Letter of Award on 16-10-2023 for setting up of 200 MW Grid Connected Solar Power Project at Bhuj Gujarat. The SDO will provide Operation and Maintenance for a period of 3 years after warranty period of 12 months from COD. The estimated project cost is ₹ 1221.41 Cr. (inclusive of EPC Cost, IDC and Overheads) with debt equity ratio of 75:25. Considering the debt Equity Ratio, the debt component will be ₹ 916 Crore (i.e.75% of ₹ 1221.41 Crore).

Accordingly, for setting up of 200 MW ISTS Connected Solar Power Project at Bhuj, Gujarat, NLCIL invites bid from the banks / Financial institution for Rupee Term Loan of ₹ 916 Cr. as per terms & conditions as given in Tender.

- i) The following are the Project Highlights: -

Name of the Project	200MW ISTS Connected Solar Power Project at Bhuj Gujarat.
Generation Capacity	499.662 MU
Estimated Capital Cost	₹1221.46 Crore (excluding O&M Cost for 3 Years)
Life of the Project	25 Years
LOA <u>Date</u>	16 <sup>th</sup> October, 2023
Construction Period in Months	15 Months
Scheduled Date of Commercial Operation (SDCO)	30.06.2025

- ii) The followings are the estimated Capital Cost and its funding pattern.



Particulars	Amount ₹ in Crore
Estimated Capital Cost	1221.41
Debt : Equity Ratio	75:25
Debt component 75%	916
Equity component 25%	305
Loan to be Tied Up	916

## 2.0 **SPECIAL CONDITIONS:**

- i. **Nature of offer:** The bidder can participate on Standalone or Consortium basis. In case of Consortium, the Lead bank / FI will represent as bidder. NLCIL will deal only with the Lead bank/FI for signing of loan documents, security creation, Debt Servicing and Repayment of loan, Closure Confirmation etc.)
- ii. Total amount of Rupee Term Loan is ₹916 Crore. Bidder has to quote for entire loan amount.
- iii. **Moratorium** for Principal Repayment – up to 31.12.2025 (i.e. 06 months from the SDCO).
- iv. **Repayment Terms** – This loan shall be repaid in Twenty Six (26) Equal Half-Yearly Instalments. The first instalment will become due on 31.12.2025. The subsequent repayment will be on 30<sup>th</sup> June, and 31<sup>st</sup> December of every year. If the due date happens to be a holiday, the amount will be paid on the preceding working day.
- v. **Interest Rate:**
  - a. The bidder has option either to opt internal benchmark Reference Interest rate i.e. MCLR of the bidder bank or External Benchmark Reference Interest Rate (like RBI Policy Repo Rate, GoI 3 month Treasury bill yield published by FBIL, GOI 6 months Treasury Bill yield published by the FBIL, any other benchmark market interest rate published by the FBIL, any other approved external benchmark). The reference interest rate as opted by the Bidders shall be easily available and verifiable in the internet. In case of External Reference Interest Rate, the bidder has to mention the source of reference Interest rate quoted.
  - b. The source of reference rate (i.e. FIBIL, Reuters etc.) as quoted by bidder will remain same throughout the loan tenor and the documentary proof for the reference rate on every interest reset is required to be given to NLCIL.
  - c. The rate quoted by the bidder should have the breakup of basic reference rate and spread, if any. Basic Reference Rate and spread quoted shall be in terms of percentage up to two decimals. Spread shall be positive or negative and the same shall be fixed throughout the tenure of the loan. Lowest rate will be arrived based on the Net Interest Rate. (i.e. Basic Reference Rate + Spread).
- vi. **Validity Period of offer** - Not less than ninety (90) days from the bid opening date.
- vii. **Evaluation of Bid-** The evaluation of bids will be carried out as per Clause No. 7 of Section-III of this tender document.

- viii. **Payment of Interest-** Payable monthly (on Last day of the month). If the due date for interest payment falls on holiday, then the due date will be on the preceding working day. Monthly interest will be paid during the moratorium period also. The monthly interest claim will be allowed up to the previous day of the due date for interest payment. for ex. If interest payment due is on 31<sup>st</sup> March, the interest will be paid up to the \_\_\_\_\_ period \_\_\_\_\_ of 30<sup>th</sup> March.
- ix. The payment of Monthly Interest and Repayment of Principal amount will be made directly to the Loan account and it this regard no intermediate account / obligation account / any other account will be opened with the lender.
- x. **Reset of Interest:**
- (i) **Reset of interest rates under MCLR system:**  
The periodicity of the reset shall correspond to the tenor of the MCLR offered as Internal Benchmark reference rate for this loan. (e.g. 1 month MCLR means reset for every month, 1 year MCLR means reset for every year etc. However, in case the bidder opted for overnight MCLR as benchmark reference rate, then the reset will happen on monthly basis). The MCLR prevailing on the date of first drawl shall be applicable till the first reset date (i.e. depends upon the tenor of the quoted MCLR) irrespective of the changes in such MCLR during the interim period. The Subsequent Reset will be on the date of first reset.
- (ii) **Reset of interest rates under External Benchmarks:**  
The Interest rate under external benchmark shall be reset at least once in three months. The first reset will be within three months from the date of first drawl. The external benchmark reference rate prevailing on the date of first drawl shall be applicable till the next reset date irrespective of the changes in the benchmark during the interim period. If the reference rate is not available on the due date, the previous available rate will be considered.
- xi. **Drawl schedule** - Drawdown schedule shall be finalized on mutual discussion with the successful lender(s) at the time of entering into Loan agreement/Consortium Loan Agreement as the case may be.
- xii. **Legal Fee** –At actual subject to the maximum of ₹ 1,50,000 (Rupees One Lakh and Fifty Thousand Only) plus applicable tax thereon if any will be reimbursed to the successful bidder by NLCIL.
- xiii. **Credit Rating** – The rating for the proposed debt will be obtained. Considering the present rating, the proposed borrowings also is expected to get AAA Ratings.
- xiv. **Security** - The proposed loan of ₹ 916 Cr. will be secured against the Non-Current assets (Like. Plant and Machinery etc., but excluding Land) of this project through Deed of hypothecation.
- xv. **Pre-closure of the Loan:** – The Loan either fully or partly can be pre-closed without paying any premium / Penalty Charges, on giving 30 days' notice at the option of the borrower.
- xvi. The company reserves the right to draw partially, full or even can cancel the loan agreement without drawl with an intimation of 30 days to the lender.

- xvii. **Transfer of Project to Wholly Owned Subsidiary:** This project (200 MW Solar Power Project) is presently executed by NLC India and later this project including the borrowings may be transferred to any of the wholly owned subsidiary of NLCIL by backing with Letter of Comfort from the parent company i.e., NLCIL.

**3.0 Other Conditions:**

- i. No Commitment Fee / Upfront Fee or any other fees will be paid by NLCIL.
- ii. Levy of interest tax or any other statutory levy, if any, will be reimbursed based on documentary evidence.
- iii. Bidders are advised to quote the most competitive price in the bid, since there will not be post tendering negotiations with the L1 Bidder under any circumstances.
- iv. The submission of offer concerned shall have no cause of action or claim against the NLC India Ltd. for rejection of offer. The Bidder, whose offer is not accepted shall not be entitled to claim any costs, charges and expenses incidental to or incurred by them in connection with submission of their offer or its consideration by NLC India Ltd. even though NLC India Ltd., may modify / withdraw the Invitation to Tender or does not accept the offer or cancel the Tender as a whole.
- v. NLC India Limited takes no responsibility for transmission delays, loss or non-receipt of online bid or any letters sent by post / courier / email, either way. NLC India Ltd., shall always be at liberty to reject or accept any offer or offers or part thereof at its sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against NLC India Ltd.

**4.0 GENERAL CONDITIONS:**

- 1) NLC India Limited conduct this tender to identify the successful bidder bank/FI and shall issue Letter of award to the successful bank/FI. The documents execution related to the loan shall be carried by the NLCIL.
- 2) NLCIL reserves the right to deal only with the Lender.
- 3) Any offer/agreement will not have binding on NLCIL to park surplus fund with the lender (s).
- 4) Successful bidder should give an undertaking in writing that they would honour the contract in letter and spirit as per terms of DCB and LOA conditions. Backing out after the award would have consequential legal action & penalties.
- 5) It is the responsibility of the Lender, to ensure that the contractual terms are met in time.
- 6) NLCIL reserves the right to draw lesser amount than the loan tied up amount based on the project requirements.
- 7) After issue of Letter of Award to the successful bidder, the acceptance of the LOA within 7 (seven) days is compulsory.
- 8) Within **45 days** of the issue of Letter of Award, Lender shall be in a position to execute necessary documents for drawl of loan.
- 9) Loan agreement shall be executed within 15 days of sanction letter accepted by the borrower. The Lender needs to provide detail of Nodal branch along with officer for day-to-day operational requirements preferably in the nearest location of borrower i.e., in/from Neyveli (TN).
- 10) Creation of Security shall be executed within **180 days** of the date of Loan agreement or mutually agreed period.

## 5.0 **Correspondences:**

**All correspondences are to be made to:**

The Chief General Manager/ Contracts

Corporate Office, **NLC India Limited**, Block-1, Neyveli – 607 801, Tamil Nadu1 Mail ID:

**c\_corporate\_conts@nlcindia.in** , Phone: 04142 - 212308 / 218588

**For Financial related Correspondences:**

Additional Chief Manager (Finance), Treasury Division- Corporate Office

NLC India Limited, Block 1, Neyveli Township, Tamil Nadu - 607801 Email:

**treasury@nlcindia.in** , Phone: 04142 212419

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**BID FORMS (Part-I)**  
**Bidding for Rupee Term Loan**

**1. BIDDER'S DETAILS**

<b>Sl. No</b>	<b>Description</b>	<b>Bidder Response</b>
<b>1.0</b>	<b>Particulars of the firm</b>	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	Other Statutory Registration No., if any	Text Area Entry (Optional)
1.10	Name and full address of Chief executives	Text Area Entry (Mandatory)
1.11	Details of Loan Processing Branch / Office (Branch Name, address and Branch code)	Text Area Entry (Mandatory)
1.12	Upload copies of PAN, GST Registration certificate, any other statutory documents (if any)	Upload Files

## 2. QUALIFICATION REQUIREMENT FORM

Sl.No.	Description	Bidder's Response
<b>QUALIFYING REQUIREMENTS:</b>		
1.0	Whether the bidder is (a) Any Scheduled Bank (or) (b) Any NBFC (or) (c) Any Financial Institution regulated under the any Act of Parliament.	Header
	a) Scheduled Bank	YES/NO
	b) NBFC	YES/NO
	c) Financial Institution regulated under the any Act of Parliament.	YES/NO
2.0	In the case of Financial Institutions. (attach copy of the any one constitutional documents)	YES/NO
3.0	Whether the Bidder is having minimum Net Worth of ₹ 500 Crore as per the latest audited Financial Statements. (Copies of relevant pages of Annual Report/Audited Financial statement)	YES/NO
4.0	Bidder to upload Documentary Evidence (for Sl. 2.0 and 3.0 above) for satisfying the above QR clauses.	UPLOAD

### 3. ACCEPTANCE FOR TECHNO-COMMERCIAL CONDITIONS

<b>Sl. No</b>	<b>Description</b>	<b>Bidder Response</b>
1.0	We hereby accept all the conditions mentioned in Section III- Commercial Tender Conditions	YES
2.0	We accept the following: a. RULES FOR REVERSE AUCTION - (Instructions to Bidders for submission of online bids through e-Tender)  b. to submit the offer in electronic mode only.	YES

#### 4. ACCEPTANCE FOR TECHNICAL AND GENERAL/OTHER CONDITIONS AND UNDERTAKINGS

Sl. No	Description	Bidder Response
1.0	We confirm acceptance of the general/special/other conditions including Scope of Work stipulated in the tender document including Corrigendum/ Amendments/ Clarification/ Errata issued, if any without deviation.	Yes
2.0	We confirm acceptance of the time schedule stipulated in the tender document.	Yes
3.0	We also confirm that all furnished information & uploaded document is correct and genuine to the best of our knowledge. I/We also confirm that we don't have any objection for any physical verification & assessment and in obtaining confirmation from any relevant authorities/ company regarding any / all information furnished by us.	Yes
4.0	I/We also confirm that we shall update NLCIL for any change in status / furnished information appropriately within the currency. In any furnished information / uploaded document found to be incorrect / forged during the process of Tender or after Tender opening, NLCIL may take appropriate action as deemed fit.	Yes



**5. DETAILS OF CONSORTIUM** (to be filled up only when there is consortium)

<b>Sl. No.</b>	<b>Name of the Member bank /FI</b>	<b>Address</b>	<b>Contact Details</b>	<b>Name of the Contact Person and Designation</b>	<b>Share of the Loan ₹ Crore</b>	<b>Attach Consent letter</b>
1	Consortium Leader (Lead Bank/FI)					
2	Participant member					
3	Participant member					
	Participant member ....					
<b>Total Loan Amount</b>					<b>916</b>	

**Note:**

1. Lead bank / FI will represent as bidder
2. There is no restriction to number of Member Banks.

#### 6. CHECK LIST FOR BID SUBMISSION

Sl. No	Description	Bidder's Response
1.0	Bidder has confirmed that they have filled and submitted all the Commercial and Technical forms as per tender.	Yes
2.0	Bidder has duly filled in Schedule of Prices (Price Bid)	Yes

**PART-II (Price bid)**  
**SCHEDULE OF PRICE**

<b>Sl. No</b>	<b>Description</b>	<b>Bidder Response</b>
1.0	Currency	INR
2.0	Quantum of Loan offered (Total of Consortium, if applicable)	916 Cr.
3.0	<b>Interest Rate</b>	
3.1	Reference Interest Rate (Internal / External)	
3.2	Specify the Name, Tenor and source of reference rate (eg. MCLR of Banks, RBI Policy Repo Rate, GoI 3-Months Treasury Bill yield published by FBIL, GoI 6 months Treasury Bill yield published by the FBIL, any other benchmark market interest rate published by the FBIL, any other approved external benchmark)	
3.3	Reference Interest Rate (in % per annum) up to two decimals	
3.4	Fixed Spread (in % per annum) – Up to two decimals	
4.0	Net Rate of Interest (Sum of 3.3 and 3.4) (in % per annum)	
5.0	<b>Documentary evidence for reference Interest rate (above 3.2 and 3.3) to be attached by the bidder</b>	Upload PDF Format

**Note:**

1. Bidders shall quote the Interest rate in the above format only.
2. The price quoted in this format alone shall be considered for Evaluation and comparison as per clause No. 7 of Section -III of Tender document.
3. Source of Reference rate and the spread will remain same throughout the loan tenor.
4. One-time Legal Fees will be paid as per clause 2 (xii) of Section –IV of Tender document.