	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----


**DOMESTIC COMPETITIVE BIDDING
NOTICE INVITING BID**

Tender No. CO CONTS/0014T/RT/04MW RTS & 01MW FTS/DCB/e-Conts/ 2025, Dt: 14.05.2025

1.0 Invitation for Bid

Online Bids in English are invited by NLC India Limited, Neyveli for “Design, Engineering, Supply, Installation, Testing & Commissioning of 4MW Roof Top Solar and 1MW Floating Solar with 5 Years O&M of various capacities at various locations of NLCIL, NTPL and NUPPL” in Two Part system (Part-I and Part-II) followed by Reverse Bidding as details given below.

Sl. No.	Description	Details
i.	Tender No.	CO CONTS/0014T/RT/04MW RTS & 01MW FTS/DCB/e-Conts/ 2025, Dt: 14.05.2025
ii.	Name of the work	Design, Engineering, Supply, Installation, Testing & Commissioning of 4MW Roof Top Solar and 1MW Floating Solar with 5 Years O&M of various capacities at various locations of NLCIL, NTPL and NUPPL
iii.	Mode of Tender	e-Tendering (Two cover system)
iv.	Cost of Tender Document	Rs. 10,000/- (Rupees Ten Thousand only) Non-refundable
v.	Bid Guarantee	Rs. 29,76,000/- (Rupees Twenty Nine Lakhs Seventy Six Thousand only)
vi.	Last Date & Time of submission of on line Bids (Part-I, Part-II) and Physical cover*	24.05.2025 at 14:30 Hrs
vii.	Date & Time of opening of Part-I and Physical Cover	24.05.2025 at 15:00 Hrs.
viii.	Date & time of opening of Price Bids (Part-II)	To be informed later
ix.	Date of e-Reverse Auction	To be informed later

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----

Note:

1. The Physical cover containing the Bid Guarantee and other documents shall be submitted before Part-I opening. However, Physical cover containing the Bid Guarantee received within a maximum of 3 working days from the date of opening of Part-I shall be acceptable. The offers/bids of the bidders whose original Bank Guarantee towards bid security not received within the next 3 working days from the date of tender opening, shall not be considered for further evaluation.
2. The tender document may be downloaded from NLCIL's Website www.nlcindia.in, NLCIL's NeAT portal <https://procure.nlcindia.in> and Central Public Procurement Portal (CPPP) Website: www.eprocure.gov.in during the tender document sale period. Amendments /Errata / corrigendum / clarifications, if any issued for the tender shall form part and parcel of the tender document. Amendments/Errata/ corrigendum/clarifications will be posted in above portals. Bidders are requested to visit the above websites and note the amendments/Errata/corrigendum/ clarification before submission of offer. Any ignorance on the part of the firms in not seeing the above website will not be an excuse. NLCIL shall not be responsible if any Bidder omits to notice any amendments/ Errata/ corrigendum/ clarification. Amendments/Errata/ corrigendum/ clarification will be numbered serially.


1.1 BRIEF SCOPE OF WORK

The entire scope of work shall be carried out by the contractor on Lump-sum turnkey basis.

Roof Top Solar: Base line feasibility study of indicated sites, Design, Manufacturing / Procurement, Engineering, Supply, Installation, Testing, Commissioning including PG Test & warranty for 12 months from COD (Commercial Operation Declaration) at free of cost and Comprehensive O&M for 5 years after warranty period of various capacities of Roof top Solar Plants of 4MW upto interfacing of the existing Mains / ACDB of respective building.

Floating Solar: Design, Engineering, Manufacturing / Procurement, Supply, Erection, Testing and Commissioning including PG Test & warranty for 12 months from COD (Commercial Operation Declaration) at free of cost and Comprehensive O&M for 5 years after warranty period, Evacuation up to Delivery point of 1MW Floating Solar Power Plant on the Water reservoir of Water Treatment Plant (WTP) at Neyveli Township, Tamilnadu.

This Scope of Work is indicative only. Detailed Scope of Work is contained in Volume-II(A)-Technical Specification for Roof Top Solar and Volume-II(B)-Technical Specification Floating Solar.

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	------------

2.0 QUALIFYING REQUIREMENTS

Bidder shall meet the Qualifying Requirements (QR) given below:

TECHNICAL CRITERIA:

2.1 Route-I:

The Bidder should have designed/engineered, supplied, Erected / supervised erection, and commissioned/ supervised commissioning of grid connected roof top/floating solar/ground mounted solar power projects of a cumulative capacity of 400KW or higher, out of which at least one plant should have been 40KW or higher capacity. The reference plant of 40KW or higher capacity must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening (i.e., Part-I Bid Opening).

(OR)

2.2 Route-II:

The Bidder should be a developer of grid connected roof top/floating solar/ground mounted solar power projects of cumulative installed capacity of 400KW or higher, out of which at least one plant should have been 40KW or higher capacity. The reference plant of 40KW or higher capacity must have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening (i.e., Part-I Bid Opening).

(OR)

2.3 Route-III:

- 2.3.1 The bidder collaborates with a firm (i.e., Collaboration between two firms) and together they fully meet the qualifying requirements stipulated in Clause 2.1 (Route-I) or 2.2 (Route-II). Along with the bid, the bidder shall furnish a valid collaboration agreement between the bidder and the collaborator and shall furnish a Joint Deed of Undertaking jointly executed by the bidder and collaborator for jointly and severally liable to the Owner for successful performance of the contract. The Collaborator shall have minimum 26% equity in the Collaboration. The collaboration will be allowed only between two entities.


(OR)

- 2.3.2 The Bidder can also be a leader of a consortium consisting of not more than two firms, such that together they meet the Qualifying Requirements stipulated in Clause 2.1 (Route-I) or 2.2 (Route-II). In case of bidding by a Consortium, the consortium partners shall necessarily identify a leader of the Consortium who will furnish the Consortium Agreement, and the consortium partners shall execute a Joint Deed of Undertaking in which the partners are jointly and severally liable to the Owner for successful performance of the contract. The consortium partner shall have minimum 26% equity in the consortium agreement.

(OR)

- 2.3.3 The Bidder can also be a Joint Venture Company/Partnership Firm, provided the qualifying requirement stipulated in Clause 2.1 (Route-I) or 2.2 (Route-II) is met by any one or more partners of the Joint Venture (JV) Company/Partners. The partner of the JV Company / Partnership Firm on the basis of whom the JV Company / Partnership Firm gets qualified shall have minimum 26% equity in the JV Company.

(OR)

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----

2.3.4 The bidder should be an Indian company registered in India and should be a Group Company /Holding Company / Subsidiary Company of a firm meeting the requirement stipulated in Clause 2.1 (Route-I) or 2.2 (Route-II). In such a case, Bidder shall furnish a Joint Deed of Undertaking (JDU) jointly executed by the firm qualified as per the Clause 2.1 (Route-I) or 2.2 (Route-II) and the Bidder, along with its bid, for complete performance of the contract jointly or severally as per the format enclosed (Annexure-F) in the bid documents. In such case, financial backup Bank Guarantee is not required.

2.4 FINANCIAL CRITERIA:

2.4.1 The Bidder (including Joint Venture Company/Partnership firm), Consortium Partner, Collaborator, Group/ Holding /Subsidiary Company, shall have Positive Net Worth as per the latest audited financial statements individually.


2.4.2 Average Annual Turn Over of the Bidder (including Joint Venture Company/Partnership firm) (or) Weighted Average Annual Turn Over of the bidder and collaborator (or) Weighted Average Annual Turn Over of the Bidder and Consortium partner shall not be less than Rs.6 Crore for the last three (3) consecutive financial years as on the original scheduled date of tender opening.

2.4.3 In case the bidder participating with its Group Company /Holding Company /Subsidiary Company of a firm meeting the requirement stipulated in clause 2.1 (Route-I) or 2.2 (Route-II), then the combined annual average turnover of the bidder and the firm meeting the Financial criteria shall not be less than Rs.6 Crore for the last three (3) consecutive financial years as on the original scheduled date of tender opening.

2.4.4 In case a Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Group Company /Holding Company / Subsidiary Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such its Group Company /Holding Company / Subsidiary 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 its Group Company /Holding Company / Subsidiary Company. In such an event, the Bidder would be required to furnish a Letter of Undertaking (as per the format in Annexure-I enclosed in the bid documents) and Board Resolution supported by its Group Company /Holding Company / Subsidiary Company, along with techno-commercial bid.

2.4.5 In case the Bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes 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 Group Company /Holding Company / Subsidiary Company.

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----

- b) Certificate from the CEO/ CFO of its Group Company /Holding Company / Subsidiary Company, as per the format Annexure-G enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the consolidated financial statement of its Group Company /Holding Company / Subsidiary Company.


2.4.6 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 (Annexure-G) 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.

2.5 Documentary Evidence:


- 2.5.1 For Technical Criteria, the Bidder shall furnish the Performance / Work Completion certificate along with copy LOA/Work order/Contract agreement together with full contact details for verification.
- 2.5.2 For Financial Criteria, Bidder shall furnish his audited profit and loss accounts and balance sheets for the last three (3) consecutive financial years as on the original scheduled date of tender opening. Wherever the bidder participates with Collaborator / Consortium / Group Company/Holding Company/Subsidiary Company, profit and loss accounts and balance sheet for the last three (3) years of their Collaborator / Consortium / Group Company/ Holding Company/Subsidiary Company shall also be furnished by the Bidder.

2.6 Notes:

- 2.6.1 The Bidder shall submit End User Certificate which is subject to verification for qualification. In case the bidder furnishes the end user certificates showing the experiences of their Group Company or Holding Company or Subsidiary Company, a confirmation from the firm which is having the experience in this regard is to be enclosed along with end user certificate. In case of end user certificates are furnished by the Bidder from the Group Company or Holding Company or Subsidiary Company, in addition to End User Confirmation, NLCIL reserves the right to inspect such installations where such certificates are obtained by the Bidder, only if the Bidder facilitates necessary inspection of such installation by the purchaser. The subsidiaries/group companies/Holding Company will submit an undertaking for extending necessary support/expertise to the bidder for execution of the project. NLCIL reserves the right to verify the credentials submitted by the bidders. However, cost pertaining to the purchaser's personnel for such inspection shall be borne by the purchaser.

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	------------

- 2.6.2 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.
- 2.6.3 The bidder shall also possess a valid certificate of registration under GST and the same should be furnished along with the bid.
- 2.6.4 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.
- 2.6.5 In case of participation by the Bidder with Group Company / Holding Company / Subsidiary Company / Collaborator / Consortium partners / Joint Venture Company / Partnership Firm as the case may be, the above clauses (2.6.3) & (2.6.4) shall be applicable to them also.
- 2.6.6 If the Bids submitted by both the Main contractor and Sub contractor claiming the same experience, then the bid submitted by the Main Contractor alone shall be considered for further evaluation for that experience. The bid submitted by the Sub-Contractor shall not be considered for that experience claimed by main Contractor.
- 2.6.7 In case, if a bidder meets the technical QR but could not furnish his / their audited financial statement of three consecutive financial years preceding the last financial year for evaluating the average Annual turnover, due to the incorporation / formation of the bidder, with in a period of less than 3 years from the original scheduled date of tender opening, then, such bidder shall also be considered and the Average annual turnover of such bidder shall be arrived at as below:
- 2.6.7.1 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.
- 2.6.7.2 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.
- 2.6.8 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.
- 2.6.9 Definition for Holding, Group & Subsidiary Company, "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.
- 2.6.10 Group Company means two or more enterprises, which, directly or indirectly, are in a position to:
- Exercise twenty-six percent or more of voting rights in other enterprise; or

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	------------

- ii) Have the control of the Appointment of more than fifty percent (50%) of members of Board of Directors in the other enterprise. Or
- iii) A group company is a collection of companies where one company (the holding company) has control over the other companies (Subsidiaries) and possibly also has a significant influence (associate company).
- 2.6.11 Developer means an entity who has either executed or got executed the work/ project as owner.
- 2.6.12 A single utility meter shall be considered as one installation.
- 2.6.13 Capacity below 10kWp at single installation shall not be considered in cumulative capacity.
- 2.6.14 The successful bidder shall engage a design consultant who possess experience in providing consultancy services for development of floating solar PV plant capacity of 40KW or higher capacity and have been in successful operation for at least six (6) months prior to the date of techno-commercial bid opening.

2.7 OTHER CONDITIONS:


- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) If more than one bidder claim the same experience, then in such case NLCIL reserves the right to consider any credentials/ experience certificates submitted by any one of the bidders for any other earlier tender floated by NLCIL.

3.0 PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA)

- 3.1 The bidder shall take note of the following as per Department for Promotion of Industry and Internal Trade (formerly, Department of Industry Policy and Promotion), Ministry of Commerce and Industry, Government of India, Public Procurement (Preference to Make in India) Order 2017 – Revision: Dt: 19.07.2024 and confirm compliance to the requirements in this regard as indicated below:

3.1.1 DEFINITIONS:

- (i) Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net

 <p>NLC INDIA CREATING WEALTH FOR WELLBEING</p>	<p>DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL</p>	<p>NIB</p>
---	--	------------

domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- (ii) 'Class-I local supplier', means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under order dt. 19.07.2024.
- (iii) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under order dt. 19.07.2024.
- (iv) Non-Local Supplier' means a supplier or service provider whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier' under order dt. 19.07.2024.
- (v) Minimum local content: The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is minimum 50%. For 'Class – II Local Supplier', the 'Local Content' requirement is minimum 20%. For the items, for which Nodal Ministry Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for Class – I local supplier / Class – II local supplier respectively.
- (vi) 'RL1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjusted in the evaluation process as per the tender or other procurement solicitation.
- (vii) 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the RL1 for the purpose of purchase preference.
- (viii) 'Nodal Ministry' means the Ministry of Department identified pursuant to this order in respect of a particular item of goods or services or works.
- (ix) 'Procuring entity' a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.
- (x) 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'.

3.1.2 **ELIGIBILITY CLASS:**


Only Class-I local supplier is eligible to participate in this Tender.

3.1.3 **MARGIN OF PURCHASE PREFERENCE:**

Not Applicable

3.1.4 **Verification of local content:**

- a. The 'Class-I local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs.10 crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----

- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case, the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per the Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- e. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.


3.1.5 RECIPROCITY CLAUSE:

Entities of Countries which have been identified by the nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry / Department permitting their participation.

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

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

- I. Department of Expenditure, Ministry of Finance have issued Public Procurement No.: 4, Order No.: F.7/10/2021-PPD (1), Dt: 23.02.2023 in supersession to all of the above-mentioned Orders/clarifications, in which, the requirement of registration is stated as follows:
 - i) *“Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the specified Competent Authority.*

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----


- ii) *Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the specified Competent Authority.*

II. Definitions:

1. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘vendor’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
2. “Tender” for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
3. “Transfer of Technology” means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
4. “Specified Transfer of Technology” means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

III. “Bidder (or entity) from a country which shares a land border with India” for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----

- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other-means


Explanation –

- a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together; or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third persons.

Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----

commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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


VII. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration as mandated under Rule 144(xi) of GFRs 2017 and Public Procurement Orders issued in this regard.

3.2.1 Model Certificate:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by Competent Authority shall be attached].

3.2.2 Model Certificate for Works involving possibility of sub-contracting:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	------------

Competent Authority shall be attached].

The above said order will not apply to bidders from those countries (even if sharing a land border with India) to which, Govt. of India has extended lines of credit or in which, and the Govt. of India is engaged in development projects (Order Public Procurement No.2)

Any bidder (including its Collaborator/Associate/JDU Partner/JV partner/ Consortium Member / Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid is liable for rejection.


3.3 Certification for testing:

Ministry of Power issued following directions vide Order 25-11/6/2018-PG, dt.02.07.2020 and its amendments to protect the security, integrity and reliability of the strategically important and critical Power Supply System & Network in the country 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 testing shall be done in certified laboratories as 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

Subsequently, MOP vide Order No.: 12/34/2020-T&R, Dt: 08.06.2021 have issued the following and the bidder has to comply with the same:

- i) the list of Designated laboratories and the products for which cyber security conformance testing is to be undertaken on payment of applicable test charges,
- ii) the protocols to be followed for testing the products for cyber security conformance testing, testing criteria and details of the type of tests, have been specified and MOP vide Order Dt. 16.11.2021, based on DPIIT Order Dt.16.09.2020, issued circular for Purchase Preference (linked with local

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----

content) in respect of Power Sector, which is in supersession to all the earlier Orders issued by MOP in this regard.

Bidder is also requested to confirm the compliance of MNRE vide order No. F.No. 283/22/2019-GRID SOLAR Dt 23.09.2020 with regard to the Class-I local supplier

Note: The Bidders are requested to note that the bids will be evaluated taking into consideration of the orders mentioned in the above Clauses (Cl.3.1, Cl.3.2 and Cl.3.3).

4.0 TIME SCHEDULE:

The Time Schedule for Commercial Operation Date (COD) of the total capacity of various locations shall be 9 (nine) months from the date of LOA.

Free O&M for one year from COD i.e. Warranty Period.

PG test shall be carried out after COD for duration of 90 days and shall be completed within one year from the date of COD i.e. during the warranty period.


Paid O&M for 5(five) years will start after completion of one-year free warranty period.

5.0 BID GUARANTEE:

- i. Bidder is required to submit Bid Guarantee for a value of Rs. 29,76,000/- (Rupees Twenty-Nine Lakhs Seventy-Six 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 (preferably in the form of e – BG issued by Banks through NeSL Platform) as per the format given in Annexure-A, valid for 180 days from the date of opening of Part-I bids shall be enclosed with the bid in Part I **or**
 - (b) demand draft for an equivalent amount drawn in favour of NLC India Limited, payable at Neyveli shall be enclosed with the bid in Part I **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) and the remittance details with UTR No./DD shall be enclosed with the bid in Part I **or**
 - (d) Insurance Surety Bond (as per Annexure-H) from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) shall be enclosed with the bid in Part I.

Bidders shall note that bids without Bid Guarantee in any of the above forms shall be summarily rejected.

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


 <p>NLC INDIA CREATING WEALTH FOR WELLBEING</p>	<p>DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL</p>	<p>NIB</p>
---	--	------------

- 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 only with photo 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) The Bidder(s) shall submit the bids in NLCIL's NeAT portal <https://procure.nlcindia.in> only within the date and time specified for submission of bids. Bids received in any other mode shall be summarily rejected.
- (ii) 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.
- (iii) The Offers/Bids are to be obtained in two Part system as detailed below:-

Part I	<p>: PART – I (through NeAT Portal)</p> <p>Covering Letter, Proof for remittance of Cost of tender document, 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), Minimum local content Certificates from the bidder and auditor, Joint Deed of Undertaking in case of bidder participation in the bid based on the credentials of Consortium/Collaborator as per Annexure-J if applicable, Joint Deed of Undertaking in case of bidder participation in the bid based on the credentials of holding /subsidiary /group company as per Annexure-F if applicable and Proforma of Certificate from the CEO/CFO as per Annexure-G if applicable Letter of Undertaking from Holding Company as per Annexure-I and all other details as given in this Volume.</p>
Part II	<p>: Part-II (Price) (through NeAT Portal)</p> <p>(i) Form of bid (Part-II) as per Annexure – C.</p> <p>(ii) Price Bid with completely filled in Schedule of Prices</p> <p>[Schedule of Prices-F1 (Table-1), Schedule of Prices -F1 Table-2 (Price Breakup) & Schedule of Prices -F1 Table-3 (O&M Price Breakup for 5 Years)]</p>
Physical Cover	<p>: Bidders are requested to furnish the following documents in Original in a sealed Physical cover within the last date of receipt of Bids:</p> <ol style="list-style-type: none"> 1. Proof of remittance of cost of tender documents 2. Bid Guarantee (As per Annexure-A). 3. Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid.

	DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL	NIB
--	---	-----

	<ol style="list-style-type: none"> 4. Integrity Pact (as per Annexure-E). 5. Joint Deed of Undertaking in case of bidder participation in the bid based on the credentials of holding /subsidiary /group company (as per Annexure-F) if applicable. 6. Joint Deed of Undertaking in case of bidder participation in the bid based on the credentials of Consortium /Collaborator as per Annexure-J if applicable. 7. Proforma of certificate from the CEO/CFO (as per Annexure-G) if applicable. 8. Letter of Undertaking from Holding Company as per Annexure-I if applicable. 9. Duly filled up Checklist as in Specimen Format.
--	--

- (iv) Physical sealed cover as stated above must be deposited / delivered to any one of the officers at the office mentioned below, not later than 14.30 Hrs. IST on the date fixed for tender opening. The sealed cover deposited / delivered after the time & date fixed for the receipt of the bids shall be rejected.


- a) Shri. C. Venkatraman, Additional Chief Manager / Contracts
- b) Shri. Sunil Kumar, Deputy Executive Engineer / Contracts
- c) Smt. D. Packia Jeeva, Asst. Executive Manager / Contracts

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

- (v) The Physical cover shall be sealed and the details of Tender No., Name of the Work, Date & Time of Opening, Bidder's Name & Address shall be indicated on the Physical Cover. Bid submitted in any other office of NLC India Limited shall not be considered.
- (vi) Bidders are requested to submit their Physical Cover within the stipulated date and time at the Office of the General Manager / Contracts, Corporate Office, Block-1, NLC India Limited, Neyveli-607801, Tamil Nadu, India.
- (vii) Any Bid submitted without Cost of tender document and Bid Guarantee or submitted with part amount, or any request to adjust it in any other bills etc., or seeking exemption shall be treated as non-responsive offer and their offer will not be considered for further evaluation.
- (viii) Part-I 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.

6.1 Special Note and Information Regarding the Tender

- (i) The tender document may be downloaded from NLCIL's NeAT portal <https://procure.nlcindia.in> during the tender document sale period.


 <p>NLC INDIA CREATING WEALTH FOR WELLBEING</p>	<p align="center">DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL</p>	<p align="center">NIB</p>
--	---	---------------------------

- (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 / corrigendum / clarifications, if any issued for the tender shall form part and parcel of the tender document. Amendments/Errata/corrigendum/clarifications will be posted in NeAT portal. Bidders are requested to visit the above website and note the amendments/Errata/corrigendum/ clarification before submission of offer. Any ignorance on the part of the firms in not seeing the above website will not be an excuse. NLCIL shall not be responsible if any Bidder omits to notice any amendments/ Errata/ corrigendum/ clarification. Amendments/Errata/ corrigendum/ clarification will be numbered serially.
- (iv) All other terms and conditions along with the technical specifications, time schedule, validity of bid and Instructions to bidders, etc., are contained in the tender specification.
- (v) NLCIL reserves the right to accept/reject any bid or all bids received at its discretion without assigning any reason whatsoever thereof. No further correspondence shall be entertained in this regard.
- (vi) The Bid shall be made in Indian Rupees only and all payments for the entire scope will be made in Indian Rupees.
- (vii) Bids submitted by fax or E-Mail or other than the prescribed mode of submission as per the tender shall be rejected.
- (viii) NLCIL takes no responsibility for delay, loss of receiving the Bid documents or any letter sent by the Bidder.
- (ix) The Tender specifications are meant for the exclusive purpose of bidding against the subject package and shall not be transferred, reproduced or otherwise used for purposes other than for which these are specifically issued.
- (x) Any bidder, who is placed under Suspension/Banning by NLCIL will not be allowed to participate in any tender issued on or after the date of suspension/banning order and also if that bidder has already participated in any tender which is under process, their bid will not be considered for further processing. The Bidder shall submit a

 <p>CREATING WEALTH FOR WELLBEING</p>	<p align="center">DESIGN, ENGINEERING, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 4MW ROOF TOP SOLAR AND 1MW FLOATING SOLAR WITH 5 YEARS O&M OF VARIOUS CAPACITIES AT VARIOUS LOCATIONS OF NLCIL, NTPL AND NUPPL</p>	<p align="center">NIB</p>
---	---	---------------------------

declaration that they have not been debarred/banned/blacklisted by the Government Undertakings / Department as on the date of technical bid opening.

- (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 not allowed to take any deviations in their bid. Deviations listed elsewhere in the Bid shall not be considered.
- (xiii) Bids without cost of tender document and Bid Guarantee will be summarily rejected.
- (xiv) In case of extension of Bid submission date, the pre-qualification requirements met by the Bidder as on the original Scheduled date of tender opening, shall alone be taken into account.
- (xv) Performance certificate/Work Completion Certificate issued by Consultant will not be considered.
- (xvi) If more than one bidder claim the same experience, then in such case NLCIL reserves the right to consider any credentials/ experience certificates submitted by any one of the bidders for any other earlier tender floated by NLCIL.

7.0 PROJECT SITES:

The projects must be executed in various locations of NLCIL units and its JVs with the scope of Design, Supply, Erection, Testing and Commissioning and Operation and Maintenance of plant for 5 years through EPC mode as furnished below.

Zone 1 - NLCIL - Neyveli-Tamil Nadu (Roof top capacity- 2.5MW&Floating solar -1MW)

Zone 2 - NLCIL - Barsingsar -Rajasthan (Roof top capacity - 400KW)

Zone 3 - NTPL - Tuticorin -Tamilnadu (Roof top capacity - 300KW)

Zone 4 - NUPPL- Ghatampur -Uttarpradesh (Roof top capacity - 800KW)

Maximum area shall be provided for roof top and floating solar is 10 Sq.m/ KWp. Tentative Building wise roof top area and feasible roof top capacity is enclosed in Vol-II in Annexure-1.

Site assessment: Bidders are advised to visit the site and collect all necessary information required for installation of solar PV plants, before submission of their bids. Bidder shall be responsible for assessing the site conditions before submission of bid and NO ADDITIONAL CLAIM shall be entertained in this regard. Hence, bidders are requested to send the request for site visit to the following e-mail IDs:

- a) corporate.conts@nlcindia.in
- b) gm.pbd@nlcindia.in

-Sd/-
GENERAL MANAGER/ CONTRACTS
NLC INDIA LIMITED