



एनएलसी इंडिया लिमिटेड  
भारत सरकार का 'नवरातन' उद्यम  
**NLC INDIA LIMITED**

('Navratna' – A Government of India Enterprise)

मुख्य महाप्रबंधक/ संविदा का कार्यालय

OFFICE OF THE CHIEF GENERAL MANAGER / CONTRACTS



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तमिलनाडु, भारत / Tamil Nadu, India  
CIN:L93090TN1956GO1003507

## NOTICE INVITING BID

### DOMESTIC COMPETITIVE BIDDING

**Tender No.CO CONTS/ 0010N/50 MW Wind Project /e-conts/2022, Dt.10.03.2022**

#### 1.0 INVITATION FOR BID

Online Bids in English are invited by NLC India Limited, Neyveli for “Setting up of 50 MW ISTS connected Wind Power Project on PAN India basis with Operation & Maintenance for 10 years” in Two Part system (Part-I and Part-II) followed by Reverse Bidding as detailed below:

|  |   |   |  |
|--|---|---|--|
| i).  | Cost of tender document   | : | Rs.20,000/- (Rupees Twenty Thousand only)  |
| ii).   | Bid Guarantee   | : | Rs. 7,67,36,000/- (Rupees Seven Crore Sixty Seven Lakh and Thirty Six Thousand only) |
| iii).  | Date of Pre-Bid Meeting   | : | 19.03.2022 at 11.00 Hrs. (IST) through Video Conference (VC)                         |
| iv).   | Last Date & Time of submission of on line Bids ( Part-I, Part-II ) and Physical cover | : | 11.04.2022 at 14.30 hrs. (IST)   |
| v).  | Date & Time of opening of Part-I and Physical Cover                                   | : | 11.04.2022 at 15.00 hrs. (IST)   |
| <b>Note:</b><br>1. The points for discussion shall be furnished two days in advance to pre-bid meeting to the e-mail ID: <a href="mailto:corporate.conts@nlcindia.in">corporate.conts@nlcindia.in</a><br>2. Bidders who are interested to participate in the Pre-bid Meeting may send their request to <a href="mailto:corporate.conts@nlcindia.in">corporate.conts@nlcindia.in</a> furnishing Company name and address, Name of the authorized person to attend pre bid meeting, contact number and e-Mail ID to enable us to send the link for participating in the Pre-bid meeting. |   |   |  |

3. For further details, please visit our website: [www.nlcindia.in](http://www.nlcindia.in) or Central Public Procurement Portal (CPPP) of Government of India website: [www.eprocure.gov.in](http://www.eprocure.gov.in) or contact:

The Chief General Manager/Contracts &IE  
Corporate Office, NLC India Ltd.,  
Block-1, Neyveli– 607 801.  
Phone: 04142 – 212308/ 251620.

E-Mail ID: [corporate.conts@nlcindia.in](mailto:corporate.conts@nlcindia.in), [gmconts@gmail.com](mailto:gmconts@gmail.com).

### **1.1 SCOPE OF WORK**

The scope of work includes procurement of land/lease of Government or PSU land, Design, Engineering, Micro-Siting, Manufacture, Inspection at supplier's works, supply, insurance, Transport, storage, Erection, Testing, Commissioning and Provisional takeover with associated Power evacuation system including grid connectivity approval from respective State Electricity Authorities, Load Flow Study, bay extensions, external transmission lines and right of way. The scope of work also includes operation and maintenance of the entire system for ten years after one year warranty period.

This Scope of Work is indicative only. Detailed Scope of Work is contained in Volume-II (Technical Specification).

### **2.0 QUALIFYING REQUIREMENTS (QR) OF THE BIDDERS:**

#### **TECHNICAL CRITERIA:**

Bidder shall meet the requirements either in clause 2.1 or 2.2 or 2.3 or 2.4 below:

#### **2.1 Route-I**

The Bidder should have executed contracts of Supply, Installation and Commissioning of Grid connected Wind Power Project(s) of cumulative installed capacity of 10 MW or above within the last seven years as on the original scheduled date of tender opening and out of which at least one plant/order should have been of 5 MW capacity or above in a single location, which should be in successful operation for at least one year as on the original scheduled date of tender opening.

#### **2.2 Route-II**

The Bidder should be a developer of grid connected Wind Power Plant(s) of cumulative installed capacity of 10 MW or above within the last seven years as on the original scheduled date of tender opening and out of which at least one plant/order should have been of 5 MW capacity or above in a single location, which should be in successful operation for at least one year as on the original scheduled date of tender opening.

### **2.3 Route-III:**

**2.3.1** The bidder collaborates with a firm and together they fully meet the qualifying requirements stipulated in Clause no:2.1 or 2.2 as the case may be above and the Collaborator should furnish along with bid a valid collaboration agreement to execute this project.

(OR)

**2.3.2** The Bidder can also be a leader of a consortium consisting of not more than three firms, such that together they meet the Qualifying Requirements stipulated in Clause no:2.1 or 2.2 as the case may be above. 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.

(OR)

**2.3.3** The Bidder can also be a Joint Venture Company, provided the qualifying requirement stipulated in Clause no: 2.1 or 2.2 as the case may be is met by any one or more partners of the Joint Venture (JV) Company. The partner of the JV Company on the basis of whom the JV Company gets qualified shall have minimum 26% equity in the JV Company

### **2.4 Route-IV:**

**2.4.1** The Bidder should have executed in the last seven years an industrial project either as Developer or as EPC contractor in the area of Power/Solar Power/Steel/Oil/Gas/Petro chemicals/ Fertilizer/cement/coal mining including coal handling plant/ /Rail/Ports/ Bridges/Any other Infrastructural projects:

**2.4.1.1** One work of order value not less than Rs 310 Crores or more entered into in its/their own name

(OR)

**2.4.1.2** Two works of each of order value not less than Rs 195 Crores or more entered into in its/their own name

(OR)

**2.4.1.3** Three works of each of order value not less than Rs 155 Crores or more entered into in its/their own name

and the same (Project(s) as above in clause 2.4.1.1 or 2.4.1.2 or 2.4.1.3 as the case may be) should be in successful operation for at least one year prior to the original scheduled date of tender opening.

(AND)

**2.4.2** The Bidder should have executed at least one (1) Electrical Sub-station of 110kV or above voltage level, consisting of equipment such as 110 kV or above voltage level Circuit breakers and Power transformer, either as developer or as EPC Contractor

which should be in successful operation for at least one (1) year prior to the original scheduled date of tender opening.

(AND)

**2.4.3** The bidder shall engage a design consultant who possess experience in providing consultancy services for development of Wind Power Plant/Wind Power Park for a capacity of Minimum 10MW or above in single location in last 7 years as on the original scheduled date of tender opening. Copy of LOA and completion certificate issued in favour of design consultant shall be furnished as documentary evidence along with the bid.

**2.4.4** The works referred at clause 2.4.1 (as applicable) & 2.4.2 can be in same or different projects.

## **2.5 FINANCIAL CRITERIA:**

**2.5.1** The Bidder, all Consortium Partners , Collaborators and all Individual Companies in the Group, shall have Positive Net Worth as per the latest audited financial statements individually. In case of the Bidder being a Joint Venture Company, each and every one of the Promoters of the said Joint Venture Company shall have positive net worth, as per the latest audited financial statements.

**2.5.2** Average Annual Turn Over of the Bidder, combined Average Annual Turn Over of the Bidder and Collaborator, combined Average Annual Turn Over of the Consortium partners or the combined Average Annual Turn Over of all the promoters of the Joint Venture Company, as the case may be, shall not be less than Rs. 117 Crores in the last three (3) consecutive financial years as on the original scheduled date of tender opening.

## **2.6 Documentary Evidence**

**2.6.1** The bidder shall attach documentary evidence to prove that the qualifying requirements mentioned in the clause 2.1 or 2.2 are met by him , along with the bid in the form of user certificate along with copy LOA/Work order / Contract agreement together with full contact details for verification.

**2.6.2** For QR clause No.(2.3) In case of participation by the Bidder with Collaborator(s) or the Consortium or the Joint Venture Company as the case may be, shall attach documentary evidence to prove that the qualifying requirements mentioned in Clause no.2.1 and 2.2 above are met by him / them, along with the bid in the form of user certificate along with copy LOA/Work order / Contract agreement together with full contact details for verification and they should furnish a copy of valid Collaboration Agreement /valid Consortium Agreement / Joint Venture Agreement as applicable and also furnish Joint Deed of Undertaking along with the bid for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations.

2.6.3 For QR clause No.(2.4) 1The bidder shall attach documentary evidence to prove that the qualifying requirements mentioned in the clause 2.4.1 ,2.4.2 &2.4.3 are met by him , along with the bid in the form of user certificate along with copy LOA/Work order / Contract agreement together with full contact details for verification.

2.6.4 For QR clause No.(2.5) 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 / Joint Venture Company / Joint Venture partner(s), profit and loss accounts and balance sheet for the last three (3) years of their Collaborator / Consortium / Joint Venture Company / Joint Venture partner(s) shall also be furnished by the Bidder

## 2.7 Notes:

- a) The Bidder or the Bidder with Collaborator or the Consortium or the Joint Venture Company as the case may be, shall attach documentary evidence to prove that the qualifying requirements mentioned in Clause no.2.1 and 2.2 above are met by him / them, along with the bid in the form of user certificate along with copy LOA/Work order / Contract agreement together with full contact details for verification.
- b) If bidder participates with Collaborator or Bidder as a Consortium or Bidder as a Joint Venture Company, they should furnish a copy of valid Collaboration Agreement /valid Consortium Agreement / Joint Venture Agreement as applicable and also furnish Joint Deed of Undertaking along with the bid for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations.
- c) The bidder or the bidder with collaborator or all individual firms in the Consortium or all partners in the Joint Venture Company, as the case may be, shall furnish their audited profit and loss accounts and balance sheets for the last three (3) consecutive financial years.
- d) The bidder cannot be a collaborator /consortium Partner/ JV partner for other bidder(s) who are bidding for this tender.
- e) NLCIL reserves the right to ask the bidders to furnish the certified copies of experience certificates. For installation outside India, experience certificate issued by the end user firm shall be in English and is to be authenticated by the Indian Embassy in that country (or) Apostille in lieu of Embassy Authentication and if it is not in English, translated copy in English, is to be authenticated by the Indian Embassy in that country (or) Apostille in lieu of Embassy Authentication and within India experience certificate is to be attested by a Notary public.
- f) The purchaser also reserves the right to consider any foreign installations as experience, only if the Bidder facilitates necessary inspection of such installation by the purchaser. However, cost pertaining to the purchaser's personnel for such inspection shall be borne by the purchaser.
- g) The Bidder shall submit End User Certificate which is subject to verification for qualification. In case the bidder furnishes the end user certificates showing the experiences

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

- h) 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.
- i) The bidder shall furnish major legal cases and their statutory liabilities if any.
- j) The bidder shall also possess a valid certificate of registration under GST and the same should be furnished along with tender documents.
- k) The bidder should have (obtained / holder of) the Permanent Account Number(PAN) under the income tax act and production of the documents relating to same are mandatory. To ensure that the bidder is not a defaulter in payment of income tax as evidenced by income tax assessment records for four consecutive years prior to bidding, it is mandatory for the bidder to provide the self-attested printout of the online IT Statement indicating zero tax liabilities for four consecutive years prior to bidding along with the tender documents. NLCIL reserves the right to send the same to the income tax department for verification. (In this regard, the bidder can seek the help of the auditor incase of any doubt or otherwise.)
- l) In case of participation by the Bidder with Collaborator or the Consortium or the Joint Venture Company as the case may be, the above clauses (i), (j) and (k) shall be applicable to the partners also.
- m) The Project Consultant for this tender shall not be a Bidder for same tender.
- n) Associate / Collaborator of a Bidder, cannot be a Bidder for the same Tender.
- o) In case of bid given by any JV company / Joint Venture, any JV partner/promoter of that JV Company /JV cannot bid separately for the same Tender. And also, Subsidiary and Holding Company cannot submit bid for the Same Tender.
- p) In case of bid given by any Consortium, any Member(s) of that Consortium cannot bid separately for the same Tender.
- q) In case of submission of Bids by both parties in the respective categories as above in (n) or (o) or (p), the bid of the Bidder /Consortium / JV Company or JV / Holding Company, as the case maybe, shall alone be considered.
- r) 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 and the bid submitted by the Sub-Contractor shall be rejected.

## 2.8 OTHER CONDITIONS:

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

## 3.0 PUBLIC PROCUREMENT POLICY ( 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: 16.09.2020 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 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. 16.09.2020.
- (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. 16.09.2020.
- (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. 16.09.2020.

- (v) Minimum local content: The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is equal or more than 50%. For 'Class – II Local Supplier', the 'Local Content' requirement is equal or more than 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' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.
- (x) 'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'
- (xi) '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.
- c. 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.

- d. 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. Any bidder 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.
- II. "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.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country;  
or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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.

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.

### 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 or, if 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 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)

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.3.2.1 and Cl. 3.2.2).

## 4.0 Time Schedule

- 4.1 The time schedule for Commercial Operation Declaration (COD) of the entire capacity of the project is 15 months from the date of LOA.
- 4.2 The procurement/lease of land, transfer of ownership in the name of NLCIL shall be completed within 8 months from the date of LOA.
- 4.3 Application for connectivity shall be completed within 1 month from the date of LOA.

## 5.0 Bid Guarantee

- i. Bidder is required to submit Bid guarantee for a value of Rs. 7,67,36,000/- (Rupees Seven Crore Sixty Seven Lakh and Thirty 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 Bank Guarantee valid for 300 days from the date of opening of Part-I bids or demand draft for an equivalent amount drawn in favour of NLC India Limited, payable at Neyveli.
- iii. Structured Financial Messaging System (SFMS): Bank Guarantee submitted in Physical mode, including EMD/ Bid Guarantee which cannot be verifiable through Structured Financial Messaging System (SFMS) SFMS will be rejected summarily. Hence, the bidder is requested to attach the proof for the issuance of bid guarantee through SFMS given by banker.
- iv. The bid shall be treated as non-responsive offer and will not be considered for further evaluation, in case -
  - the bid is submitted without Bid Guarantee and Cost of Tender document
  - the bid is submitted with Xerox copy of the Bid Guarantee
  - the bid guarantee and Tender Cost is of lesser value or any adjustment sought for.

## 6.0 Bid Submission & Opening:

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

Part - I & Part – II of the Bids are to be submitted through online and Physical cover through offline.

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

|                       |   |   |
|-----------------------|---|---|
| <b>Part I</b>         | : | PART – I (through online)<br>Covering Letter, Bid Guarantee (As per Annexure - A), Bid form (Part-I) (As per Annexure - B), Affidavit (as per Annexure -D) Power of Attorney, Proof for remittance of Cost of tender document, Integrity Pact (As per Annexure E), QR documents, Techno-Commercial details, Collaboration Agreement, if applicable, Joint Deed of Undertaking (JDU) (as per Annexure-F), if applicable, Minimum local content Certificates from the bidder and auditor and all other details as given in Volume IA  |
| <b>Part II</b>        | : | Part-II (Price) (through online)<br>(i) Duly filled in Form of bid (Part-II) as per Annexure – C.<br>(ii) Price Bid with completely filled in Schedule of Prices (Schedule of Prices –F1 Table 1) along with annexures for Technical loading/ adjustments in Volume – IA.   |
| <b>Physical Cover</b> | : | Bidders are requested to furnish the following documents in Original in a sealed Physical cover within the last date of receipt of Bids:<br><ol style="list-style-type: none"><li>1. Proof for the remittance of Cost of Tender Document</li><li>2. Bid Guarantee (As per Annexure-A).</li><li>3. Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid.</li><li>4. Joint Deed of Undertaking as applicable (as per Annexure-F).</li><li>5. Collaborator/Consortium agreement if applicable.</li><li>6. Integrity Pact (as per Annexure-E).</li><li>7. Duly filled up Checklist as in Specimen Format.</li></ol> |

6.1.2 Bidders are requested to submit their Physical Cover within the stipulated time to the Office of the Chief General Manager / Contracts & IE, Corporate Office, Block-1, NLC India Limited, Nevyeli-607801, Tamil Nadu, India.

6.1.3 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.

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

## 6.2 Special Note and Information Regarding the Tender

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

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

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

- (iii) Amendments/ Errata/ Clarifications if any, shall be issued as Corrigendum for the tender and shall form part and parcel of the tender documents. Corrigendum will be displayed in NLCIL's Website [www.nlcindia.in](http://www.nlcindia.in) / <https://procure.nlcindia.in> of NLCIL NeAT Portal/Central Public Procurement Portal (CPPP) of Government of India, ([www.eprocure.gov.in](http://www.eprocure.gov.in)). Bidders are requested to visit NLCIL's website or Central Public Procurement Portal. NLCIL will not be responsible if any bidder omits to notice any Corrigendum. Corrigendum will be numbered consecutively. All the corrigendum issued are forming part and parcel of the tender documents.
- (iv) All other terms and conditions along with the technical specifications, time schedule, Bid Guarantee, 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 Tele-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) 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.
- (xi) Performance certificate/Work Completion Certificate issued by Consultant will not be considered.
- (xii) 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.
- (xiii) 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 under any circumstances.
- (xiv) Bidders are permitted to furnish clarification/ deviation, if any during pre-bid stage only. Deviation requests of the bidders, only upto the pre-bid stage which are acceptable to NLCIL will be communicated to the bidders for consideration.
- (xv) Bidders are not allowed to take any deviations in their bid. Deviations listed elsewhere in the Bid shall not be considered.
- (xvi) Bids without Cost of Tender and Bid Guarantee will be summarily rejected.

#### **7.0 LANDS FOR PROJECT SITE:**

The land proposed for project site shall have clear titles and shall be free from encumbrances, litigation, Court /Bank attachments, Court proceedings, not affected by any statutory laws, land acquisition proceedings. Lands should not be marshy lands, low lying lands and in cyclone/flood prone areas. There should not be any pockets of private lands within the selected project site. If any poramboke lands/ Govt. tharisu lands such as public road, water bodies and tharisu lands etc. are intervening, then suitable fencing and arrangements are to be made to isolate them from project area, so that no hindrances are caused to the project activities. The land proposed for the project in a single location. The lands proposed for the project can be either through Outright Purchase (Government, PSU and Private land) or Lease (Government and PSU land). However, combination of Outright purchase and Lease is not allowed.



GENERAL MANAGER/ CONTRACTS  
NLC INDIA LIMITED