

NOTICE INVITING BID
DOMESTIC COMPETITIVE BIDDING

Tender No. CO CONTS/0029T/Land 1850 /DCB/2025, Dt.22.11.2025

1.0 Invitation for Bid

Online Bids in English are invited by NLC India Limited, Neyveli on behalf of NLC INDIA RENEWABLES LIMITED (NIRL) for “Arrangement of 1850 Acres of Land For Development of ISTS Connected Solar Power Project and Associated Equipment as well as the EHV Transmission Line and Land Fencing” in Two Part system (Part-I and Part-II) followed by Reverse Bidding as detailed below:

Sl. No.	Description	Details
i).	Cost of tender document	Rs. 20,000/- (Rupees Twenty Thousand only) Non-refundable
ii).	Bid Guarantee	Rs.1,10,50,000/- (Rupees One Crore Ten Lakh and fifty Thousand Only)
iii).	Date of Pre-Bid Meeting	04.12.2025 at 11.00 Hrs. (IST) through Video Conference (VC)
iv).	Last Date & Time of submission of online Bids (Part-I, Part-II) and Physical cover **	23.12.2025 at 14.30 hrs. (IST)
v).	Date & Time of opening of Part-I and Physical Cover	23.12.2025 at 15.00 hrs. (IST)
	Note: <ol style="list-style-type: none">The points for discussion shall be furnished in advance to pre-bid meeting to the e-mail ID: corporate.conts@nlcindia.inBidders who are interested to participate in the Pre-bid Meeting may send their request to corporate.conts@nlcindia.in furnishing Company name and address, Name of the authorized person to attend pre-bid meeting, contact number and e-Mail ID to enable us to send the link for participating in the Pre-bid meeting.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	

	<p>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.</p> <p>4. For further details, please visit our website: www.nlcindia.in, NeAT portal: https://procure.nlcindia.in or Central Public Procurement Portal (CPPP) of Government of India website: www.eprocure.gov.in or contact:</p> <p>The General Manager/Contracts, Corporate Office, NLC India Ltd., Block-1, Neyveli– 607 801., Tamil Nadu. Phone: 04142 – 212308/ 218588. E-Mail : corporate.conts@nlcindia.in</p>
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1.1. Brief Scope of Work

The entire Scope of Work shall be carried out by the Contractor for arrangement of Land and Development of Power evacuation facilities as given below:

1.2. Scope of work

- a. Arrangement of 1850 acres of government/private land on freehold/leasehold basis in any of the following states Rajasthan, Gujarat, Madhya Pradesh, Maharashtra, Karnataka, Andhra Pradesh, Tamil Nadu and Telangana for development of solar project.
- b. Design, Engineering, Supply, Erection, Testing & Commissioning of Power Evacuation package and arrangement of Connectivity for development of ISTS connected Solar PV projects.
- c. All required permit/NOC/approval/clearance for land with respect to setting up of Solar project.
- d. O&M of Pooling substation and associated equipment, EHV Transmission Line(s) for the Solar project for a period of 3 years from the date of Commissioning.

1.3. Land requirements

- a. Transfer of government/private land through Leasehold/Freehold/combination of both shall be accepted after considering the following.
Minimum average solar irradiation level of **1850Kwh/m²**
In case of lease of land, the lease period shall be a minimum of 29 years 11 months
Land shall be clear title and free from encroachments / litigation/ encumbrances/ disputes etc.. Land shall be suitable for setting up of solar project
- b. Multiple land parcels can be accepted subject to minimum single parcel having 400acres or more and all the offered land parcels shall not be more than 50 KM from CTUIL station.
- c. In case of arrangement of land in multiple parcels, all the land parcels shall have interconnection with common pooling substation.

1.4. Connectivity requirement

- a. Bidder shall be solely responsible for the arrangement of ISTS connectivity for the subject project under Land BG Route of GNA regulation.
- b. Land BG Route: Bank Guarantee of Rs. 10 lakh/ MW in lieu of ownership or lease rights or land use rights of land for 50% of the land required for the capacity for which Connectivity is sought in line with Regulation 5.8 (vii) (c) and 5.8 (xi) (c) of GNA regulations and its latest amendments.
- c. As per regulation, application for the grant of connectivity shall be made by NIRL based on bidder's request/proposed substation.
- d. The Bidder shall be required to furnish the necessary documents to enable NIRL to apply for CTU connectivity.
- e. The NIRL shall pay the connectivity charges including Land BG and other Bank Guarantees required for applying connectivity for first time. However, NIRL shall not be liable if connectivity is not granted by CTU due to any reason (like non-availability of margin/capacity in the substation identified by bidder).
- f. Bidder shall compensate to NIRL if any financial implication (Land BG and Conn BG's encashment) occurred due to non-arrangement of land by bidder as per CTU requirements within specified time or cancellation/revocation connectivity due to reasons attributable to the bidder.

This Scope of Work is indicative only. Detailed Scope on arrangement of land and development of power evacuation facilities is given in Section-4.

2.0 Pre-Qualifying Requirements (PQR) for the Bidders

Technical Criteria

The bidder shall meet the Technical requirements either in clause 2.1 or 2.2 or 2.3 PQR for the subject tender is as given below:

2.1. Route-I

The bidder should have executed arrangement of land for grid connected Solar PV Projects/Solar Parks or Wind Projects/Wind Parks or combination thereof, of cumulative capacity of 100MW or higher, out of which at least one project/ Park should be of 50 MW or higher capacity.

The work(s) referred above can be in projects/works which are commissioned or yet to be commissioned.

OR

2.2. Route-II

- (a) The Bidder should have executed in the last ten (10) years an industrial project either as developer or as EPC Contractor in the area of power/ steel/ oil and gas/ petro-chemical/fertilizer/cement/coal mining including coal handling plant and/ or any other

process industry, of a value of Rs.45 Crores or more, in a single project or single work and the same should be in successful operation for at least one (1) year/ six (6) months* prior to the date of techno-commercial bid opening.

* Successful operation:

- i) At least One (1) year for industrial projects other than RE sector i.e., Solar/Wind.
- ii) At least Six (6) months for projects in RE sector (i.e., Solar/Wind).

AND

- (b) The Bidder should have executed at least one (1) Electrical Sub-station of 33 kV or above voltage level, consisting of equipment such as 33kV 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/ six (6) months# prior to the date of techno-commercial bid opening.

Successful operation:

- i) At least One (1) year for Electrical Sub-station in Projects other than RE sector (i.e., Solar/Wind).
- ii) At least Six (6) months for Electrical Sub-station in RE Projects (i.e., Solar/Wind).

The works referred at clause 2.2 (a) & 2.2 (b) can be in same or different projects.

OR

2.3. Route-III

- i) The Bidder can also be a collaboration of two 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 collaboration, the collaborators shall necessarily identify a leader of the collaboration who will furnish the collaboration Agreement, and the collaboration 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 collaboration partner shall have minimum 26% equity in the collaboration agreement.

OR

- ii) 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 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. The consortium partner shall have minimum 26% equity in the consortium agreement.

OR

- iii) 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 to be met by any one or more promoters of the Joint Venture (JV) Company. The promoters of the JV Company on the basis of whom the JV Company gets qualified shall have minimum 26% equity in the JV Company and shall furnish JV Agreement. All the promoters of the JV Company shall execute a Joint Deed of Undertaking in which the promoters are jointly and severally liable to the Owner for successful performance of the contract.

OR

- iv) The bidder can also be a Group Company/Holding Company/Subsidiary Company / Subsidiary of its Holding Company of a firm meeting the requirement stipulated in Clause no: 2.1 or 2.2 above. In such a case, Bidder shall furnish an Undertaking jointly executed by the firm qualified as per Clause no: 2.1 or 2.2 and the Bidder along with its bid for complete performance of the contract jointly or severally as per format enclosed in the bid document. In such case, financial backup guarantee is not required.

2.4 Financial Criteria

- 2.4.1 The Bidder, Group/ Holding /Subsidiary Company, Collaborator ,Consortium JV Company shall have Positive Net Worth as per the latest audited financial statements individually.
- 2.4.2. Average Annual Turn Over of the Bidder shall not be less than Rs.45 Crores 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 or 2.2, then the combined annual average turnover of the bidder and the firm meeting the Financial criteria shall not be less than Rs.45 Crores 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 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(Annexure-J) in the bidding documents stating that the financial results of the company are under audit as on techno-commercial bid opening and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

- 3.0 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:
- a. 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.
 - b. If the bidder furnished audited financial statement (Profit & Loss Account and Balance Sheet) for the last two financial years only, then the bidder's average Annual turnover shall be arrived at by dividing the sum of Turnover of last two financial years by three.

4.0 Notes for PQR

- a. The reference Project/ Park of 50MW or above capacity in clause 2.1 should be at a single location.
- b. The type of land for meeting QR of clause 2.1 can be either leasehold or freehold type or combination of both.
- c. For clause 2.1, bidder has to submit LoA along with client certificate or any other relevant document in support of executed works.
- d. For cases where final clearance as per policy of the State is awaited from respective state Government, notarized agreement along with supporting documents establishing right to use of land shall be considered. Bidder shall provide the application submitted to State Government to establish that final clearance/approval is under process.
- e. For works related to Solar/Wind Park, bidder shall also submit certificate issued from Government Renewable Nodal Agency/ Government Enterprise/ Discom/ Electricity Board etc. for evidence in support of park registration/approval.
- f. For clause 2.2, bidder shall submit certificate of successful completion and operation from the Owner. However, if bidder in clause 2.2 is a developer, certificate of successful commissioning of the project issued from Government Renewable Nodal Agency/Government Enterprise/ Discom/ Electricity Board etc and evidence of successful operation from intermediary procurer/ procurer/Discom/ Electricity Board etc shall be submitted.
- g. Direct/Indirect Order: The bidder shall also be considered qualified, in case the award for executing the reference work has been received by the bidder either directly from the owner of the plant or any other intermediary organization. In such a case, a certificate from such owner of plant or any other intermediary organization shall be required to be furnished by the bidder along with its techno commercial bid in support

of bidder's claim of meeting the qualification requirement as per clause 2.2. Bidder shall also submit a certificate of successful completion and operation from the Owner.

- h. Developer means an entity who has either executed or got executed the work/ project as owner of industrial projects.
- i. The execution of industrial project as EPC Contractor under Clause No. 2.2 means, such EPC Contractor is responsible for all the activities i.e. Design/Engineering, Procurement, Construction (with/without civil works) and Commissioning of a project/work.
- j. The portion of work related to power transformer such as supply and or installation mentioned at cl. no. 2.2 (b) can either be done by EPC contractor by themselves or by the owner.
- k. For the value of industrial project in clause 2.2(a) indicated in foreign currency, the exchange rate as on as on date of award of the reference work shall be considered. In case the exchange rate as on the date of award is not available, the exchange rate as on the next available day shall be considered.
- l. If the Bids submitted by both the Main contractor and Subcontractor 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.
- m. "Holding Company" and "Subsidiary" shall have the meaning ascribed to them as per Companies Act of India.
- n. Group Company' means two or more enterprises which, directly or indirectly, are in a position to:
 - i. exercise twenty-six percent or more of voting rights in other enterprise; or
 - ii. appoint more than fifty percent of members of Board of Directors in the other enterprise.

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

6.0 PUBLIC PROCUREMENT POLICY (MAKE IN INDIA)

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 , order No.P-45021/2/2017-PP(BE-II)-PART(IV) VOL.II Dt:19.07.2024 and further revisions, if any and confirm compliance to the requirements in this regard.

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'.

6.1 ELIGIBILITY CLASS: Only Class-I local suppliers are eligible to participate in this Tender.

6.2 MARGIN OF PURCHASE PREFERENCE: Not Applicable

6.3 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.
- e. 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 at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from 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 upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

6.4 RECIPROCITY CLAUSE

- i. 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.
- ii. The term 'entity' of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

6.5 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.
 - 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.
 - iii) The requirement of registration for cases covered by paragraph (i) above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph (ii) above will be applicable for all procurements where tenders are issued/published after 01.04.2023.
- 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
- 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 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.
- VII.
 - 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.
- VIII. 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.

6.6 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].

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).

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.

6.7 Certification for testing

Ministry of Power issued following directions vide Order 25-11/6/2018-PG, dt.02.07.2020, Order 12/34/2020-T&R, dt.08.06.2021 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.

6.8 MOP vide Order Dt. 16.11.2021, based on DPIIT Order Dt. 16.09.2020, order No.P-45021/2/2017-PP(BE-II)-PART(IV) VOL.II Dt:19.07.2024 issued circular for Purchase Preference (linked with local content) in respect of Power Sector, which is in supersession to all the earlier Orders issued by MOP in this regard and bidder is requested to confirm compliance of the same.

6.9 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 compliance to the orders mentioned in the above Clauses.

7.0 Time Schedule

The Time Schedule for entire scope of work is 21 months from the date of LOA.

7.7.1 Complete transfer of ownership / lease of minimum fifty percent (50%) project land within 6 months from LOA.

7.7.2 Complete transfer of ownership / lease of hundred percent (100%) project land within 8 months from LOA.

7.7.3 Power evacuation package: 20 months from the date of LOA.

7.7.4 Completion of all facilities: 21 months from the date of LOA.

8.0 Bid Guarantee

i. Bidder is required to submit Bid guarantee for a value Rs. 1,10,50,000- (Rupees One Crore Ten Lakh and fifty Thousand Only) along with the Bid (Part-I) in the form and manner as described in the instructions to Bidders.

ii. The Bid Guarantee (as per Annexure-A) shall be either in the form of (a) Bank Guarantee valid for 240 days from the date of opening of Part-I bids **or** (b) demand draft for an equivalent amount drawn in favour of NLC India Renewables Limited, payable at Neyveli **or** (c) NEFT/RTGS mode to NIRL's Account No. 00000020514068558 Beneficiary Name: NLC India Renewables Limited (NIRL)Ltd., in State Bank of India, Branch: Neyveli Main (IFS Code No. SBIN0000958, SWIFT code: SBININBB457) and the remittance details with UTR No. or (d) in the form of Insurance Surety Bond (as per Annexure-K) or (e) in the form of e - BG (Preferably) issued by Banks through NeSL Platform shall be enclosed with the bid in Part I failing which the offer will be rejected.

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

- iii. Structured Financial Messaging System (SFMS): Bank Guarantee submitted in Physical mode, including EMD/ Bid Guarantee which cannot be verifiable through Structured Financial Messaging System (SFMS) SFMS will be rejected summarily. Hence, the bidder is requested to attach the proof for the issuance of bid guarantee through SFMS given by banker.
- iv. The bid shall be treated as non-responsive offer and will not be considered for further evaluation, in case -
 - the bid is submitted without Bid Guarantee and Cost of Tender document
 - the bid is submitted with Xerox copy of the Bid Guarantee
 - the bid guarantee and Tender Cost is of lesser value or any adjustment sought for.
- v. Insurance surety bonds from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- vi. If bidder is issuing e-BG through NeSL portal, the bidder shall ensure the details to be furnished to issuing bank.

9.0 Bid Submission & Opening

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

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

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

1.	Part I	<p>PART – I (through online)</p> <p>Covering Letter, Proof for remittance of Cost of tender document, Bank Guarantee towards Bid Guarantee (As per Annexure-A) or Insurance Surety Bond towards Bid guarantee (as per Annexure –K)if applicable, Form of Bid (Part-I) (As per Annexure - B), Affidavit (as per Annexure-D), Power of Attorney, , Integrity Pact (As per Annexure-E), Joint Deed of Undertaking (JDU) by the Collaboration/Consortium numbers / JV partner , (as per Annexure - F) if applicable, Undertaking by bidder for land offered on lease / procurement (Annexure-G) , Joint Deed of Undertaking (JDU) in case of Bidder participation in the Bid based on the credentials of Holding Company/Subsidiary company/Group company (as per Annexure - H) if applicable, Letter of Undertaking from the Group company/ Holding Company/Subsidiary company (as per Annexure-I) if applicable, Proforma of certificate from the CEO/CFO (as per Annexure-J) if applicable and Minimum local content Certificates from the bidder and auditor and all other details as given in this Volume.</p>
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2.	Part II	<p>Part-II (Price) (through online)</p> <p>(i) Duly filled in Form of bid (Part-II) as per Annexure – C.</p> <p>(ii) Price Bid with completely filled in Schedule of Prices (Schedule of Prices–F1 Table 1) along with annexures for Volume – IA.</p>
3.	Physical Cover	<p>Bidders are requested to furnish the following documents in Original in a sealed Physical cover within the last date and time of receipt of Bids:</p> <ol style="list-style-type: none"> 1. Proof of remittance of cost of tender documents 2. Bank Guarantee towards Bid Guarantee (As per Annexure-A) or Insurance Surety Bond towards Bid guarantee (as per Annexure – K)if applicable. 3. Power of Attorney / Authorization with the seal of the company in favour of the person signing the Bid. 4. Integrity Pact duly filled up and signed in all pages(as per Annexure-E). 5. Joint Deed of Undertaking by the Collaboration/Consortium numbers / JV partner, if applicable (as per Annexure-F). 6. Undertaking by bidder for land offered on lease/procurement (Annexure-G) 7. Joint Deed of Undertaking (JDU) in case of Bidder participation in the Bid based on the credentials of Holding Company/Subsidiary company/Group company (as per Annexure - H) 8. Minimum local content Certificates from the bidder and auditor 9. Letter of Undertaking from the Group company/ Holding Company/Subsidiary company (as per Annexure-I) if applicable, 10. Proforma of certificate from the CEO/CFO (as per Annexure-J) if applicable 11. Duly filled up Checklist as in Specimen Format. 12. Duly filled up Technical Form-1 for calculation of Hquoted

- (iii) Bidders are requested to submit their Physical Cover containing the documents in physical form as listed in S.No.3 of the table above within the last date and time of receipt of Bids at the Office of the General Manager / Contracts, Corporate Office, Block-1, NLC India Limited, Nevyeli-607801, Tamil Nadu, India.
- (iv) 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.
- (v) 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.

10.0 Special Note and Information Regarding the Tender

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

Beneficiary Name	NLC India Renewables Limited (NIRL)
Account No.	00000020514068558
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 NIRL account shall be equal to the cost of the tender document. The qualification of bidder is subject to receipt of cost of the tender document stipulated in the tender. No other mode of payment will be accepted.

- (iii) Amendments/ Errata/ Clarifications if any, shall be issued as Corrigendum for the tender and shall form part and parcel of the tender documents. Corrigendum will be displayed in NLCIL's Website www.nlcindia.in / <https://procure.nlcindia.in> of NLCIL NeAT Portal/Central Public Procurement Portal (CPPP) of Government of India, (www.eprocure.gov.in). Bidders are requested to visit NLCIL's website or Central Public Procurement Portal. NLCIL/NIRL will not be responsible if any bidder omits to notice any Corrigendum. Corrigendum will be numbered consecutively. All the corrigendum issued are forming part and parcel of the tender documents.
- (iv) All other terms and conditions along with the technical specifications, time schedule, validity of bid and Instructions to bidders, etc., are contained in the tender specification.
- (v) NLCIL/NIRL 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/NIRL takes no responsibility for delay, loss of receiving the Bid documents or any letter sent by the Bidder.

- (ix) The Tender specifications are meant for the exclusive purpose of bidding against the subject package and shall not be transferred, reproduced or otherwise used for purposes other than for which these are specifically issued.
- (x) Any bidder, who is placed under Suspension/Banning/Debarment by NLCIL/NIRL will not be allowed to participate in any tender issued on or after the date of suspension/banning order and also if that bidder has already participated in any tender which is under process, their bid will not be considered for further processing.
- (xi) Bidders are advised to quote the most competitive price in the initial bid as well as in the Reverse Auction (RA), wherever applicable, since there will not be post tendering negotiations with the lowest bidder.
- (xii) Bidders are permitted to furnish clarification/ deviation, if any during pre-bid stage only. Deviation requests of the bidders, only upto the pre-bid stage which are acceptable to NLCIL/NIRL will be communicated to the bidders for consideration.
- (xiii) Bidders are not allowed to take any deviations in their bid. Deviations listed elsewhere in the Bid shall not be considered.
- (xiv) Bids without cost of tender document and Bid Guarantee will be summarily rejected.
- (xv) Performance certificate/Work Completion Certificate issued by Consultant will not be considered.
- (xvi) For any clarification, please contact:
O/o the General Manager/Contracts,
Corporate Office, NLC India Ltd., Neyveli-607801,
PhoneNo.04142-212308/218588, E-mail: corporate.conts@nclindia.in.

Sd/...
GENERAL MANAGER/ CONTRACTS
NLC INDIA LIMITED