



एनएलसी इंडिया लिमिटेड

(पूर्व में नेयवेली लिग्नाइट कार्पोरेशन लिमिटेड)
(भारत सरकार का 'नवरातन' उद्यम)

NLC INDIA LIMITED

(formerly Neyveli Lignite Corporation Limited)

('Navratna' – A Government of India Enterprise)

महाप्रबंधक / संविदा का कार्यालय

OFFICE OF THE GENERAL MANAGER / CONTRACTS

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निगमित संविदा प्रभाग / Corporate Contracts Division
निगमित कार्यालय / Corporate Office
ब्लॉक / Block-1, नेयवेली / Neyveli - 607 801
तमिलनाडु, भारत / Tamil Nadu, India.
CIN : L93090TN1956G01003507



BY SPEED POST/ AIR MAIL

Lr. No. CO CONTS/ 0023E/PV Solar Power/ICB/TN/ 2017,

Dt.19.07.2017

To
Embassy of the Republic of Poland
50 M, Shantipath
Chanakyapuri
NEW DELHI-110021

P. A. Kucifer
24/7/17

Dear Sir,

Sub: NLC India Limited Invites Tender from Solar Developers and Operators (SDO) for for setting up of 709 MW (AC) Grid Interactive Solar PV Power Projects in Tamil Nadu State with a minimum size of 50 MW (AC) capacity in a single location - Forwarding of tender Notice- Reg.

Ref: Tender No. CO CONTS/ 0023E/PV Solar Power/ICB/TN/ 2017 Dt.07.07.2017.

1. NLC India Ltd., a "NAVRATNA" Government of India Enterprise, under the Ministry of Coal, wish to invite bids from firms of International repute Solar Developer and Operator (SDO) for setting up of 709 MW (AC) Grid Interactive Solar PV Power Projects in Tamil Nadu State with a minimum size of 50 MW (AC) capacity in a single location.
2. The Notice Inviting Bid (NIB) has been released to the Indian Trade Journal. The Notice Inviting Bid (NIB), Tender Documents have been uploaded in our web site www.nclindia.com and Central Public Procurement Portal (CPPP) of Government of India web site: www.eprocure.gov.in. The copy of the NIB is enclosed.
- 3.0 We shall be thankful if you could give wide publicity of the tender under reference to the prospective bidders to enable them to participate in the tender.
- 4.0 The prospective bidders may forward their requisition for the tender documents together with the cost indicated in the tender notice or can download from the NLC Website/CPPP Portal in which case the cost of Tender Document to be attached along with the offer.
- 5.0 Kindly acknowledge receipt of this letter.

Yours faithfully,
for NLC INDIA LIMITED,

P. A. Kucifer
19/07/17

for CHIEF GENERAL MANAGER / CONTRACTS

Encl: As above

NLC INDIA LIMITED
(A 'Navratna' Government of India Enterprise)
OFFICE OF THE CHIEF GENERAL MANAGER/CONTRACTS
CORPORATE OFFICE: NEYVELI-607801.

INTERNATIONAL COMPETITIVE BIDDING (ICB)

NOTICE INVITING BIDS

- 1.0 Sealed bids in English (one original and seven identical copies) are invited from Solar Developers and Operators (SDO) for setting up of 709 MW (AC) Grid Interactive Solar PV Power Projects in Tamil Nadu State with a minimum size of 50 MW (AC) capacity in a single location.

The bidders shall submit their bid for a minimum capacity of 100 MW (AC). The bidder submitting bid for less than 100 MW (AC) capacity will be rejected.

Bids are invited in Two cover system (Cover-I & Cover-II) followed by Reverse bidding/ auction. Details of Reverse bidding/auction and Allotment criteria of the projects is available in the Tender document.

The Benchmark price per MW is Rs. 4.00 Crores. The bidders are requested to quote their total price per MW less than this Benchmark price. The bids with Total quoted price per MW exceeding the Benchmark Price per MW will be rejected. The bidders shall quote their price in INR only.

The bidders are required to furnish the details of the proposed lands for the quoted capacity of the project at the time of bid submission.

- 1.1 **Tender No: CO CONTS/ 0023E/PV Solar Power/ICB/TN/ 2017, dt.07.07.2017**

- 1.2 **BRIEF SCOPE OF WORK:**

The scope of work includes procurement of land, Design, Engineering, Manufacture, Inspection at supplier's works, supply insurance, Transport, storage, Erection, Testing, Commissioning with associated power evacuation system including grid connectivity approval from Tamil Nadu 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 fifteen years after one year warranty period.

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

- 1.3 **Cost of Tender Document** : Rs. 30,000/- or USD 465 or Euro 415
- 1.4 **Bid guarantee amount** : Rs. 4 Crores or USD 620,636 or Euro 553,250
- 1.5 **Bid documents sale period** : 19.07.2017 to 17.08.2017
- 1.6 **Last date and time for receipt of Bid** : 18.08.2017 upto 14.30 hrs.
- 1.7 **Date and time of Bid opening (Part-I)** : 18.08.2017 at 15.00 hrs.
- 1.8 **Pre bid conference** : 02.08.2017 at 11.00 hrs. (IST) in Contracts Department Conference Hall, Corporate Office.

Clarifications required by the Bidders shall be furnished in advance, both in hard and soft copy to the undersigned and also to the following e-mail ID:

gmconts_co@nlcindia.com,
gmconts_co@rediffmail.com,
gmconts@gmail.com

The Original scheduled date of bid opening shall be 18.08.2017 and accordingly the Base date shall be 01.07.2017.

Note:

- i) For further details such as Qualifying Requirements, Scope of work, etc., please visit our website: www.nlcindia.com or Central Public Procurement Portal (CPPP) of Government of India, website: www.eprocure.gov.in or contact
The Chief General Manager/Contracts,
Corporate Office,
NLC India Ltd.,
Block-1, Neyveli- 607 801.
Phone: 04142 – 252215, Fax 04142 – 252026/252645/252646.
E-Mail ID: cgmconts_co@nlcindia.com, gmconts_co@nlcindia.com.
- ii) Tender documents can be had from the above address on payment of cost of tender documents by Banker's Cheque/Demand Draft (DD) drawn in favour of NLC India Ltd., Neyveli, payable at Neyveli or NEFT/RTGS mode to NLCIL's Account No. 30623095200 Beneficiary Name: NLC India Ltd., A/c in State Bank of India, Branch: Neyveli Main (IFS Code No. SBIN0000958).
- iii) The tender document may also be downloaded from NLCIL web site during the tender document sale period. In such case, the cost of tender document shall be paid by way of Banker's Cheque/DD drawn in favour of NLC India Limited, Neyveli, payable at Neyveli or NEFT/RTGS mode to NLCIL's Account No. 30623095200 Beneficiary Name: NLC India Ltd., A/c. in State Bank of India, Branch: Neyveli Main (IFS Code No. SBIN0000958). Banker's Cheque/DD/remittance details with UTR No. shall be furnished along with the bid in Part I failing which the offer shall be rejected. 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.

- iv) 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 on NLCIL's web site: www.nlcindia.com and Central Public Procurement Portal (CPPP) of Government of India, website: www.eprocure.gov.in. Bidders are requested to visit NLCIL's web site: www.nlcindia.com or Central Public Procurement Portal (CPPP) of Government of India, website: www.eprocure.gov.in and note the amendments before submission of offer. Any ignorance on the part of the firms in not seeing the 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. The bidders are requested to sign all the Amendments/Errata/ Corrigendum/ Clarifications issued for the tender and enclose along with the bid as these form part and parcel of tender document.

2.0 **PRE - QUALIFICATION REQUIREMENTS (PQR) :**

- 2.1 The Bidder should have executed contracts of Supply, Installation and Commissioning of Grid connected Solar PV power plant(s) of cumulative installed capacity of 30 MWp or above within the last seven years as on the original scheduled date of tender opening and out of which at least one plant should have been of 10 MWp capacity or above, which should be in successful operation for at least six months as on the original scheduled date of tender opening.

Or

The Bidder should have executed in the last ten years an industrial project either as developer or as EPC contractor in the area of Power/Steel/oil/ gas/petro chemical/ fertilizer and/or any other process industry, for a value of Rs. 350 Cr. or more in a single project or work respectively and the same should be in successful operation for at least one year as on the original scheduled date of tender opening.

- 2.2 Bidder who doesn't fulfill the qualifying requirements stipulated in Clause 2.1 above by himself can also participate provided he collaborates with a firm and together they fully meet the qualifying requirements stipulated in Clause 2.1 above and the Collaborator should furnish along with bid a valid collaboration agreement to execute this project as required in the relevant clauses.

or

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 2.1 above and the members of the consortium should furnish back-up Bank Guarantee as required in the relevant clauses. 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

The Bidder can also be a Joint Venture Company, provided the qualifying requirement stipulated in clause 2.1 above 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.

- 2.3 The Bidder or the lead member of Consortium or major partner of the Joint Venture Company shall have Positive Net Worth as per the latest audited financial Statements.
- 2.4 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 and 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. 105 Cr. for taking up 100 MW AC capacity in the preceding three (3) consecutive financial years as on the original scheduled date of tender opening. Bidders can be considered for allotment/award of more than 100 MW (AC) capacity provided they submit bid to that extent and satisfy proportionate increase of average annual turnover requirements to that effect.

| | |
|---------|------------------------------|
| Example | 1) For 150 MW- Rs. 157.50Cr. |
| | 2) For 250 MW- Rs. 262.50Cr. |
| | 3) For 500 MW- Rs. 525.00Cr. |
| | 4) For 709 MW- Rs. 744.45Cr. |

3.0 **OTHER CONDITIONS:**

In case of the bidder getting qualified with the experience of executing the industrial project as Developer or EPC Contractor, the bidder shall have to engage a Solar Project Design Consultant on award of contract.

- 3.1 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 Cl. 2.1 above are met by him / them, along with the bid in the form of user certificate together with full contact details for verification.
- 3.2 In case of participation by the Bidder with Collaborator, the bidder shall furnish a copy of valid Collaboration Agreement along with the bid, for the services

offered jointly and such agreement shall be valid till completion of all the contractual obligations. In case of participation by the Bidder as a Consortium, the bidder shall furnish a copy of valid Consortium Agreement and 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. In case of participation by the Bidder as a Joint Venture Company, the bidder shall furnish a copy of valid Joint Venture Agreement along with the bid, for the services offered jointly and such agreement shall be valid till completion of all the contractual obligations.

- 3.3 The successful bidder meeting the Qualifying Requirements, shall furnish a Contract Performance Guarantee (CPG) in the form of an on-demand Bank Guarantee for the faithful performance of the contract for a value of 10% of the total EPC contract price after the award of LOA. On successful completion of PG test, 90% of the CPG will be returned to the contractor and the balance 10% will be retained throughout the contract period in addition to the CPG for an amount equal to 10% of the total contract price of operation and maintenance portion of the entire system.
- 3.4 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 preceding three (3) financial years from the scheduled date of bid opening.
- 3.5 The bidder cannot be a collaborator /consortium Partner/ JV partner for other bidder(s) who are bidding for this tender
- 3.6 NLCIL reserves the right to ask the bidders to furnish the certified copies of experience certificates. For installation outside India, experience certificate is to be authenticated by the Indian Embassy in that country and within India experience certificate is to be attested by a Notary Public.
- 3.7 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.
- 3.8 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. However, cost pertaining to the purchaser's personnel for such inspection shall be borne by the purchaser.

- 3.9 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.

4.0 **TIME SCHEDULE:**

The time schedule for commissioning of the projects is **12 months** from the date of issue of LOA, out of which procurement of land, transfer of ownership in the name of NLCIL and power evacuation approval shall be completed within **2 months** from the date of issue of LOA.

5.0 **BID SUBMISSION AND OPENING:**

- 5.1 The proposals are to be submitted in TWO PARTS IN SEPARATE SEALED COVERS as follows:

Cover-I: The bid guarantee, cost of Tender documents and Letter of Undertaking

Cover-II: PQR documents, Integrity Pact, Techno-commercial details and Price schedules, Details of the proposed lands for the quoted capacity of the project as per the format.

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

- 6.1 The tender documents (non-transferable) can be had from the Chief General Manager/Contracts, Corporate Office, NLC INDIA Limited, Neyveli-607 801, Tamil Nadu, India on payment of Rs. 30,000/- or USD 465 or Euro 415 by crossed Demand Draft drawn in favour of NLC INDIA Limited payable at Neyveli or Banker's cheque or NEFT/RTGS mode to NLCIL's Account No. 30623095200 Beneficiary Name: NLC India Ltd., Estt. A/c in State Bank of India, Branch: Neyveli Main (IFS Code No. SBIN0000958). No other mode of payment will be accepted.
- 6.2 The remittance and forwarding letter should bear Tender Reference No. and be addressed to Chief General Manager/Contracts, Corporate Office, NLC INDIA Limited, Neyveli-607 801, Cuddalore District, Tamil Nadu, India.
- 6.3 All other terms and conditions along with technical details, time schedule, bid guarantee, validity of bids and instruction to bidders, etc., are contained in the Tender Documents.

- 6.4 A Bidder shall submit bid for a minimum of 100 MW (AC) and maximum of 709 MW (AC) Grid Interactive Solar PV Power Projects in Tamil Nadu State. The bidder submitting bid for less than 100 MW (AC) will be rejected.
- 6.5 Issuance of Tender Documents is not to be construed to mean that the bid/offer of such Bidder(s) would be automatically considered.
- 6.6 Bids submitted by Telefax or E-Mail and the bids received after the expiry of the time specified for receiving completed bids shall be rejected.
- 6.7 NLC INDIA Limited takes no responsibility for delay, loss or non-receipt of tender documents or any letter sent by post either way.
- 6.8 NLCIL reserves the right to reject any tender or all tenders received at its discretion without assigning any reason whatsoever.
- 7.0 **LANDS FOR PROJECT SITE:**
- 7.1 The lands 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.


CHIEF GENERAL MANAGER/ CONTRACTS

